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

CITY COMMISSION AGENDA

Regular Meeting - Tuesday, September 2, 2025 - 5:05 p.m.
City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**

2. **OPENING PRAYER -** Chaplin Belinda Pizarro - River of Life Fellowship

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

   A. Approval of Minutes from August 18, 2025 regular meeting.

6. **PROCLAMATIONS**

7. **LETTERS TO COMMISSION**

   A. Letter from Charlie Hayek thanking Robert Lutjen for chronicling the Great American Raft Race, a collaboration between the Fort Police Police Department, Project Lift, United Against Poverty and several other groups. Bobby's video showcased Fort Pierce's community service and involvement, making this a great place to live.

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

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

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

10. **MISCELLANEOUS REPORTS**

11. **CONSENT AGENDA**

A. Approval of contract with Airstron, LLC for the Sunrise Theatre Chiller Replacement in the amount of $242,320.00 in response to RFP 2025-007 as approved by City Commission on 5/5/2025.

B. Approval of expenditure in the amount of $79,539.00 for the emergency replacement of a structurally damaged traffic mast arm currently situated at the intersection on the west side of SR A1A and Binney Drive and the work will be performed by AUM Construction, Inc.

C. Approval of construction contract with Pav-Co Contracting, Inc. for Surfside Neighborhood Roadway Improvement Phase II, Bid No. 2025-014, in the amount of $3,469,267.18.

D. Approval to award Bid No. 2025-024 for the Avenue D Resurfacing from 29th Street to US 1 project to C. W. Roberts Contracting, Inc. in the amount of $4,072,873.50.

E. Approval of Amendment No. 1 to the Amended Continuing Services Agreement for a One-Year Renewal with Architects Design Collaborative, LLC for Professional Architectural and Landscape Architectural Services

F. Approval of Amendment No. 1 to Continuing Services Agreement for a One-Year Renewal with BCER Engineering, Inc.

G. Approval of Amendment No. 1 to Amended Continuing Services Agreement for a One-Year Renewal with Cotleur & Hearing, LLC for Professional Architectural Services

H. Approval of Amendment No. 1 to the Continuing Services Agreement for a One-Year Renewal with Cape Design Engineering Co. for Professional Engineering Services

I. Approval of Amendment No. 1 to the Continuing Services Agreement for a One-Year Renewal with SGM Engineering, Inc. for Professional Engineering Services.

J. Approval of Amendment No. 1 to the Continuing Services Agreement for a One-Year Renewal with Inspire Placemaking Collective, Inc. for Landscape Architectural Services

K. Approval of Amendment No. 1 to the Amended Continuing Services Agreement for a One-Year Renewal with Don Bergman Architecture, LLC for Professional Architectural Services

L. Approval of Amendment No. 1 to the Continuing Services Agreement for a One-Year Renewal with GFA International, Inc. d/b/a Universal Engineering Sciences for Professional Engineering Services

M. Approval of Amendment No. 1 to the Continuing Services Agreement for a One-Year Renewal with Royal Consulting Services, Inc. for Professional Engineering Services

N. Approval of Amendment No. 1 to the Amended Continuing Services Agreement for a One-Year Renewal with MBV Engineering, Inc.

O. Approval of Amendment No. 1 to the Continuing Services Agreement for a One-Year Renewal with TLC Engineering Solutions, Inc. for Professional Engineering Services

P. Approval of Amendment No. 1 to the Amended Continuing Services Agreement for a One-Year Renewal with EXP U.S. Services, Inc. for Professional Architecural and Engineering Services

Q. Approval of Continuing Services Agreement with D & R Landscapes, Inc. for Nuisance Abatement Services, RFP No. 2024-048, in the amount of $75,000.

R. Approval of Continuing Services Agreement with Mow 4 Less, LLC. for Nuisance Abatement Services, RFP No. 2024-048, in the amount of $75,000.

S. Approve the Release and Satisfaction of Unity of Title in respect of parcels 2412-501-0123-000-7 (1860 Surfside Drive) & 2412-501-0124-000-4 (1840 Surfside Drive).

T. Approval of Letter of Support for the Fort Pierce Housing Authority's to complete a Rental Assistance Demonstration Section 18 blend conversion of the Buell Brown Center.

U. Approval of Letters of Support for Superintendent Jon Prince Recognition as Superintendent of the Year 2026

V. Approval of the expenditure in the amount of $96,176.00 for a 2026 Ford F550 Water Truck pursuant to the Florida Sheriff's Association Contract No. FSA 23-VEH-21-RO (bid effective from 10/01/23 through 9/30/25), Specification No. 26; contract approval anticipated at a later date as required.

W. Approve the Mutual Benefit and Use Agreement with Bergeron Emergency Services, Inc. for emergency debris removal services for the 2025 Hurricane Season

X. Approve the Mutual Benefit and Use Agreement with Ceres Environmental Services, Inc., for Emergency Debris Removal Services for the 2025 Hurricane Season.

Y. Approve the Mutual Benefit and Use Agreement with Custom Tree Care, Inc., for Emergency Debris Removal Services for the 2025 Hurricane Season.

Z. Approve the Mutual Benefit and Use Agreement with DRC Emergency Services, LLC., for Emergency Debris Removal Services for the 2025 Hurricane Season.

ZZ. Approve the Mutual Benefit and Use Agreement with True North Emergency Management, LLC., for Disaster Debris Monitoring Management and Consulting Services for the 2025 Hurricane Season.

12. **PUBLIC HEARINGS**

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

A. Legislative Hearing - Ordinance 25-023 - Review and approval of Voluntary Annexation by owner Troil South, LLC, to extend the territorial limits of the City of Fort Pierce, Florida, to include one (1) parcel at 1903 S. 37th Street. The proposed City Future Land Use designation is General Commercial (GC) and Zoning classification of General Commercial (C-3). Parcel ID: 2417-331-0001-000-0.
SECOND READING

B. PULLED AT STAFF'S REQUEST. Legislative Hearing - Ordinance 25-024 Creating Chapter 103, Article XII Mandatory Structural Inspections for Condominium and Cooperative Buildings. SECOND READING

C. Quasi-Judicial Hearing - Ordinance No. 25-025. An Ordinance amending the King's Landing Planned Development in respect of (8) eight parcels and representing approximately 7.50 acres of land generally located at or near 322 North 2nd Street, as established by Ordinance 20-012 and amended by Ordinance 22-003 and the associated conceptual site plan(s) thereto; approving a final site plan; approving a planned development zoning agreement; providing for a severability clause; providing for repeal of ordinances or parts thereof in conflict herewith and providing for an effective date. FIRST READING

D. Quasi-Judicial Hearing - an application for Major Site Plan with innovative designs has been submitted by property owner, Arrow Investment Group, LLC and Representative WGI, Inc., to construct a 106 apartments on 6.87 acres, located at 3000 Okeechobee Rd., Fort Pierce, FL. The properties are zoned Medium Density Residential (R-4). Parcel ID is 2417-504-0020-0001-6.

E. Quasi-Judicial Hearing - Review and approval of an application (PZCON2025-00007) for a Conditional Use to increase the occupancy of an existing Detox Facility from fourteen (14) to sixteen (16) clients 912 Avenue I, Fort Pierce, FL. The property is zoned Medium Density Residential (R-4). Parcel ID: 2403-707-0009-000-6.

13. **CITY COMMISSION**

14. **COMMENTS FROM THE PUBLIC**

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

15. **COMMENTS FROM THE CITY MANAGER**

A. Reports

16. **COMMENTS FROM THE COMMISSION**

17. **ADJOURNMENT**

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

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

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

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

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

Meeting Date: 09/02/2025

Re:

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of Minutes from August 18, 2025 regular meeting.

Attachments

08.18.2025 Minutes

Form Review

Form Started By: Linda Cox Started On: 08/26/2025 08:46 AM

Final Approval Date: 08/26/2025

MINUTES OF A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 5
:05 P.M. ON MONDAY, AUGUST 18, 2025.

1. CALL TO ORDER

Mayor Hudson called the August 18, 2025 Regular Meeting of the City Commission to order at 5:05 P.M.

2. OPENING PRAYER - Pastor Tim O'Carroll - Discovery Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

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

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

5. APPROVAL OF MINUTES

A. Approval of the minutes of the July 28, 2025 Special Meeting.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve the Minutes of the July 28, 2025 Special Meeting.

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

Passed

B. Approval of the Minutes of the August 04, 2025 Regular Meeting.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to approve the Minutes of the August 04,2025 Regular Meeting.

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

Passed

6. **PROCLAMATIONS**

7. **LETTERS TO COMMISSION**

A. Letter from Officer Alexander Quiles, Port St. Lucie Police Department, expressing his appreciation to the Fort Pierce Police Department for their outstanding assistance during the escort of fallen St. Lucie County Firefighter to the Medical Examiner's Office; especially Deputy Chief Gillette, Lieutenant Fassanello, Officer Zamora and Acting Lieutenant Palacio.

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

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

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

Passed

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

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No comments.

10. MISCELLANEOUS REPORTS

A. Representative Dana Trabulsy, 2025 Legislative Update and Special Presentation

Legislative Session Overview
1,951 bills filed; 250 passed and signed by the Governor.
$115.1B state budget passed after 105 days.
$567M in line-item vetoes; $12.4B in reserves; $4.9B rainy-day fund.
Florida ranked #1 nationally in: education, educational freedom, higher education, entrepreneurship, and business formation.
Since COVID, 3.7M new jobs created (growth has recently leveled).

Budget Highlights
Supports teacher pay raises and law enforcement raises.
Record K-12 per pupil funding.
$1.4B for Everglades restoration and water quality.
$15B for transportation and infrastructure projects, including Fort Pierce projects.
Multiple tax holidays: back-to-school, hurricane preparedness, baby items (permanent), new hunting & fishing holiday (Sept–Dec).

Legislative Wins Relevant to Fort Pierce
My Safe Florida Home Program: Renewed, offering up to $10,000 in matching grants for hurricane hardening (priority for seniors and low-income homeowners).
My Safe Florida Condo Program: Pilot for condo owners within 15 miles of the coast.
Extended deadlines for condo reserve and integrity testing requirements post-Surfside tragedy; low- and no-interest loan programs available for associations.
Election Integrity Bill: Strengthens citizen initiative process (10-day petition submission deadline, ID verification required).
Education Bill (HB 1255):
Parents must opt in for corporal punishment in schools.
Expanded early childhood education subsidies by shifting eligibility from federal poverty level to state median income.

Appropriations Secured for St. Lucie County (~$33M)
$5M for FPUA wastewater treatment plant relocation (secured twice).
$600K for seagrass restoration.
$500K for 13th Street restoration project.
$241K for Fort Pierce Police investigative infrastructure.
$1M for University of Miami AIDS research (statewide impact, personal priority).

Local Support & Collaboration
Representative Trabulsy praised Fort Pierce leadership and community resilience.

The Commission expressed appreciation for her advocacy, particularly regarding the vacant commission seat process and emphasized need for continued collaboration on fiscal challenges (e.g., ad valorem taxes) and open dialogue on budget impacts to cities.

11. CONSENT AGENDA

A. Approval of Interlocal Funding Agreement with St. Lucie County for homeless initiatives in the amount of $125,000 for FY2025.

B. Approval of Statewide Mutual Aid Agreement with the State of Florida, Division of Emergency Management (FDEM).

C. Approval of Kimley-Horn & Associates Change Order No. 3 to Specific Authorization No. 4 for an amount not to exceed $69,320.00 for the Indian River Drive Downtown Waterfront Corridor Improvements.

D. Approval to select the following firms in response to the Professional Engineering Services RFQ2025-022 for a period of two (2) years with three (3) one-year renewal options: Captec Engineering, Inc., Consor North America, Inc., Culpepper & Terpening, Inc., Kimley-Horn and Associates, Inc. and, WGI, Inc. and authorize staff to enter into contract negotiations with the firms.

E. Approval of salary increase for Linda Cox, City Clerk, discussed at the August 11, 2025 City Commission Budget Workshop for a new annual salary in the amount of $145,000.00 effective October 1, 2025; said annual salary to be inclusive of the 5% cost of living increase being provided to City employees effective October 1, 2025.

F. Approval of the change of status for Robert Ridle from Acting Chief of Police to Interim Chief of Police effective August 18, 2025.

Commissioner Johnson pulled item 11C.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Michael Broderick to approve items 11A, 11B, 11D and 11E.

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

Passed

As to item 11C
Commissioner Johnson commented, that typically, change orders raise concerns, but this one represents a positive outcome.
Project serves as a major gateway to downtown which saw $3.3 million in cost savings and wanted the public to understand the adjustments made.
Commended the City Engineer for innovative work and asked him to explain further.

Mark Zrallack, City Engineer explained that the original project costs came in higher than expected, and adjustments were made to keep the project within budget. Cuts involved removing some “bells and whistles,” while maintaining core infrastructure. The bridge (62 years old), was prioritized and retained in the project. The approach shortened and made more standard to reduce costs, the decorative aspects were removed, but roadway upgrades, pedestrian access, and lighting remain. Back-end improvements have been moved to Phase 2 for future completion. The final design is more utilitarian but still visually appealing and functional. Parking and accessibility was discussed including that some on-street parking will remain, though certain adjustments (removal of park pole, leased lot rearrangements) were required. Project will result in significant pedestrian accessibility improvements.

Commissioner Johnson commended staff for aligning cost savings with project necessities and emphasized responsible stewardship of taxpayer money. The project will enhance the area compared to current conditions. Safety concerns with the aging bridge and exposure to saltwater are being addressed.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Michael Broderick to approve item 11C of the Consent Agenda.

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

Passed

12. PUBLIC HEARINGS

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

A. Quasi-Judicial Hearing - Review and approval of an application for a Conditional Use, with No New Construction by Aspatria Instittute d/b/a Aspatria College, located at 1404 S. 28th Street, Parcel Control Number: 2417-510-0025-000-3.

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

Sara Hedges, City Attorney, reviewed the quasi-judicial hearing rules and procedures.

Mayor Linda Hudson called the proceeding to order.

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

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

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

Staff Presentation:
Kerry Driver, Senior Planner, presented the application for a Conditional Use, with No New Construction at 1404 S 28th Street.

RECOMMENDATION:
Staff's recommendation is for City Commission to Approve the conditional use application with the following two (2) conditions:
1. Sign permits should be applied for prior to the issuance of CO.
2. A notarized Landscape Maintenance Agreement is due prior to the issuance of CO.

Commission Questions of Staff:

Commissioner Broderick strongly endorsed the reuse, stating it is an outstanding example of adaptive use.

Applicant Questions of Staff:
Dr. Jose Garcia had no questions for the staff but commented that the Fort Pierce location is an expansion aimed at helping to meet local workforce needs.

Commission Questions of the applicant:
None
Mayor Hudson opened the public hearing.

Seeing no one, she closed the public hearing.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Arnold Gaines to approve the conditional use, with (2) conditions.

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

Passed

B. Continued from the August 4, 2025 meeting. Legislative Hearing - Ordinance 25-021 - Review and approval of an application to amend the Millcreek Planned Development (PD) zoning in respect of one (1) parcel containing approximately 62.51 acres, and generally located north of Orange Ave and West of 41st Street in Fort Pierce, with a Planned Development Final Site Plan for Pod 2 to construct a total of 439 dwelling units, distributed in 309 townhomes and 130 detached single-family homes at a density of 7.1 du/ac. The application submitted by applicant REDTAIL DG Tod Mowery on behalf of owner FM Millcreek Holding LLC. more specifically at Parcel ID #2407-124-0001-000-3 - SECOND READING.

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

ORDINANCE NO. 25-021
AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING THE MILLCREEK PLANNED DEVELOPMENT (PD) ZONING IN RESPECT OF ONE (1) PARCEL OF APPROXIMATELY 62.51 ACRES OF LAND, MORE OR LESS, AND GENERALLY LOCATED NORTH OF ORANGE AVE AND WEST OF 41ST STREET; APPROVING MILLCREEK PD POD 2 FINAL SITE PLAN THROUGH THE FINAL PLANNED DEVELOPMENT (PD) ZONING PROCESS; APPROVING A PLANNED DEVELOPMENT ZONING AGREEMENT; AMENDING ORDINANCE 23-011 AS TO FINAL SITE PLAN APPROVAL, SEPARATION OF PODS, UNIFIED CONTROL, AND UNITY OF TITLE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Broderick
Revisited concerns about the street light at the Jenkins/Orange intersection.
Noted high concern among residents and commercial users regarding traffic safety.
Recalled prior Commission discussions about expediting an application for a traffic signal.
Asked for clarification on the status of the application and the possibility of piggybacking on Bent Creek Phase 3 requirements.
Stressed the need for assurance that a traffic light will ultimately be installed based on buildout and traffic volumes.

Kevin Freeman, Planning Director
Explained traffic signals require a warrant from FDOT; installation cannot occur without state approval.
Warrants are triggered by traffic volume, development phases, and background traffic levels.
Once a warrant is issued, developers must contribute to signal installation.
Timing is uncertain and fully determined by FDOT, not the City.

Commissioner Gaines
Expressed frustration with waiting for FDOT, noting traffic impacts are already foreseeable.
Suggested a common-sense approach — if two major projects are approved, a

signal will clearly be necessary.
Asked if he, or the City, could directly engage FDOT to expedite action.
Concerned about resident complaints and safety risks once phases are occupied without a signal.

Mr. Freeman
Confirmed the City is dependent on FDOT warrants and review process.
FDOT is aware of existing and planned developments but has not yet found conditions warranting a signal.
Anticipates that a warrant will be triggered in the near future as traffic increases.

Mayor Hudson opened the public hearing.

Tod Mowery, Redtail
Reviewed history of traffic signal approvals with FDOT (e.g., U.S. 1/Kmart plaza case).
Stated FDOT requires meeting eight technical warrants before approving a signal; process often lengthy (e.g., 14 months in prior cases).
FDOT evaluates not only traffic counts, but also accident data, flow efficiency, and overall safety impact.
Installation could cost ~$500K, plus additional median modifications — FDOT is not concerned with cost, only warrants.
Developer has been in pre-application discussions with FDOT and traffic engineers; traffic studies will guide outcomes.
Developer's Agreement outlines phased improvements and amenity construction timelines.
Future 19-acre parcel project may reduce some traffic volumes by improving road connections, which will also factor into FDOT's analysis.

Officer Stokes – Expressed traffic light concerns.

Mayor Hudson closed the public hearing.

City and developers acknowledge signal is likely needed in the future.
FDOT approval is the critical factor, based on technical warrants.

The Commission emphasized the need for proactive engagement with FDOT to avoid resident frustration and traffic safety issues as developments build out.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Michael Broderick to approve Ordinance No. 25-021.

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

Passed

C. Legislative Hearing - Ordinance 25-022 amending Chapter 2, Article IV, Division 5, Police Officers Retirement/Pension Funds to allow the Police Chief to opt out of the Police Officers Retirement Trust Fund and to increase DROP participation period to six years to mirror the general employee plan. SECOND READING

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

ORDINANCE NO. 25-022
AN ORDINANCE OF THE CITY OF FORT PIERCE, FLORIDA AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA CHAPTER 2, ADMINISTRATION, ARTICLE IV, OFFICERS AND EMPLOYEES, DIVISION 5, POLICE OFFICERS' RETIREMENT/PENSION FUNDS, SUBDIVISION II – POLICE OFFICERS' RETIREMENT TRUST FUND; BY AMENDING SECTION 2-381, DEFINITIONS AT THE DEFINITION OF POLICE OFFICER TO ALLOW THE POLICE CHIEF TO OPT OUT OF THE POLICE OFFICERS' RETIREMENT TRUST FUND PLAN; BY AMENDING SECTION 2-388, EMPLOYEE WITHDRAWAL FROM PLAN TO CORRECT AN INTERNAL INCONSISTENCY; AMENDING SECTION 2-397, DEFERRED RETIREMENT

OPTION PLAN (DROP) TO INCREASE DROP PARTICIPATION PERIOD TO SIX YEARS TO MIRROR THE GENERAL EMPLOYEE PLAN; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.SECOND READING

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve Ordinance No. 25-022.

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

Passed

D. Legislative Hearing - Ordinance 25-023 - Review and approval fo Voluntary Annexation by owner Troil South, LLC, to extend the territorial limits of the City of Fort Pierce, Florida, to include one (1) parcel at 1903 S. 37th Street. The proposed City Future Land Use designation is General Commercial (GC) and Zoning classification of General Commercial (C-3). Parcel ID: 2417-331-0001-000-0. FIRST READING

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

ORDINANCE NO. 25-023
AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) PARCEL AT 1903 S. 37th STREET AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2026; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE FORT PIERCE ZONING DESIGNATION; ESTABLISHING THE FORT PIERCE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE. FIRST READING

Kerry Driver, Senior Planner, presented the review and approval for voluntary annexation at 1903 S. 37th Street.

RECOMMENDATION:
Staff has confirmed that the property is located within unincorporated St. Lucie County and is contiguous to the Fort Pierce City municipal boundary and within the FPUA service area.

Staff’s recommendation is for the Planning Board to move the proposed annexation application for Approval to City Commission.

Questions of Staff:
None

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

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve Ordinance No. 25-023.

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

Passed

E. Legislative Hearing - Ordinance 25-024 Creating Chapter 103, Article XII Mandatory Structural Inspections for Condominium and Cooperative Buildings. FIRST READING

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

ORDINANCE NO. 25-024
AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; CREATING CHAPTER 103 – BUILDINGS AND BUILDING REGULATIONS, ARTICLE XII – MANDATORY STRUCTURAL INSPECTIONS FOR CONDOMINIUM AND COOPERATIVE BUILDINGS, SECTIONS 103-425 – 103-449; PROVIDING FOR A TITLE IN SECTION 103-425; PROVIDING FOR APPLICABILITY IN SECTION 103-426; PROVIDING FOR DEFINITIONS IN SECTION 103-427; PROVIDING FOR A TIMEFRAME TO SCHEDULE OR COMMENCE REPAIRS FOLLOWING RECEIPT OF A PHASE TWO INSPECTION REPORT IN SECTION 103-428; PROVIDING FOR ENFORCEMENT IN SECTION 103-429; PROVIDING FOR RESERVATION OF SECTIONS 103-430 – 103-449; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.FIRST READING

Paul Thomas, Building Director, presented the creation of Chapter 103, Article XII Mandatory Structural Inspections for Condominium and Cooperative Buildings.

Ordinance on Milestone (Legacy) Inspections – Discussion Summary

Background
Ordinance change prompted by Surfside building collapse.
Applies to condominiums three stories or higher, 30+ years old.
Phase One inspections (visual, structural) already completed in Fort Pierce by third-party engineers.
If deficiencies found, Phase Two requires corrective work within 365 days.

Cost Responsibility
Condo associations bear cost of inspections and repairs; not an unfunded mandate on the city.
Commission Concerns
Commissioner Broderick expressed concern about scope, cost burden, and past examples where inspections became overly burdensome (including electrical, HVAC, and interior condo unit inspections).
Stressed impact on retirees and residents on fixed incomes.
Requested clarity on whether inspections in Fort Pierce will remain structurally focused or expand to cover minutiae.

Clarifications by Paul Thomas (Building Director)
Program is state-mandated, not a local initiative.
Fort Pierce Building Department does not conduct inspections; only ensures compliance with engineer reports.
Scope is primarily structural safety (e.g., salt intrusion, rebar, balconies), not forensic checks of interiors.
About 50 buildings in Fort Pierce qualify; Phase One completed, repairs underway are generally minor.
No major structural failures identified locally.

Legislative Intent
Change simply formalizes a 365-day repair timeframe; previously no specific deadline.
State law requires cities to align ordinances with statute.
Some flexibility exists if continuous inspections show progress beyond 365 days.

Next Steps
Mr. Thomas will provide a detailed report to the Commission on timelines, scope, and requirements before second reading.
Commissioners acknowledged concerns but emphasized life safety priority.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve Ordinance No 25-024.

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

Passed

13. CITY COMMISSION

A. Resolution 25-R61 appointing members to serve on the Fort Pierce Youth Council.

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

RESOLUTION NO. 25-R61
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE APPOINTMENT OF MEMBERS TO THE YOUTH ADVISORY COUNCIL; PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to approve Resolution No. 25-R61.

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

Passed

B. Resolution 25-R62 Adopting Updated Solid Waste Administrative Guidelines Approving the Schedule of Fees for the Collection and Disposal of Garbage and Trash

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

RESOLUTION NO. 25-R62
A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; ADOPTING UPDATED SOLID WASTE ADMINISTRATIVE GUIDELINES AND APPROVING THE SCHEDULE OF FEES FOR COLLECTION AND DISPOSAL OF GARBAGE AND TRASH TO REMOVE SECTIONS RELATED TO YARD TRASH AND RESIDENTIAL RECYCLING, INCREASE FEES, CHARGE YARD AND BULK WASTE COLLECTION COST BY WEIGHT, AND CHARGE TIRE PICKUP BASED ON APPOINTMENT AND TYPE IN ACCORDANCE WITH SECTION 30- 33 OF THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Jason Atkinson, Public Works Director, presented the updated solid waste administrative guidelines and schedule of fees for the collection and disposal of garbage and trash.
1. Bulk Waste & Illegal Dumping
Issue Raised: Concerns that landscapers and residents may dump illegally to avoid fees.

Equity Concerns:
Absentee or elderly landowners could be unfairly billed for waste they did not create.
Fear of liens or utility shutoffs if charges go unpaid.
Districts 1 and 2 are disproportionately affected.

Staff Response:
City code requires billing property owners; unpaid balances pursued legally, not

always through liens.
New structure includes a buffer (2–4 cubic yards free).
Lowered rates ($10 per cubic yard) designed to lessen burden.
Staff attempt to identify violators and separate bulk from yard debris to avoid double charges.
Community education and involvement will be critical to reducing illegal dumping.

2. Resident Costs & Compliance
Challenge: Residents are used to free or low-cost bulk pickup; resistance to change is likely.

Commission Discussion:
Rates must be enforced fairly while maintaining public trust.
Need to clearly communicate new rules, especially differentiating between legal bulk pickup requests and illegal dumping incidents.

Public Education Emphasis:
Commissioners and staff agreed a broad campaign is needed:
Outreach via social media, mailers, FPUA billing inserts, churches, and neighborhood meetings.
Training residents on proper disposal (e.g., phased tree trimming, calling for pickups).
“Resetting community expectations” is essential to avoid backlash and ensure compliance.

3. Financial Strategy & Enterprise Fund

Commissioner Broderick stressed:
Solid Waste Division operates as an enterprise fund — must cover costs without ongoing reserve use.
Current proposal projects ~$2M additional annual revenue.
Funds allocated to six trucks, eight new staff, and operational upgrades.

Commission Concern:
Rates must be set properly (“right-sized”) the first time.
Commissioners requested more analysis before committing fully.

4. Fleet Management & Capital Planning
Current Approach:
Lease six trucks to address urgent needs, then transition to purchases.
Director Atkinson confirmed:
Confident revenue projections will sustain operations.
Preventive maintenance and hiring skilled mechanics will extend truck lifespans.

Commission Requests:
Full fleet replacement plan (5–20 years).
Preventive maintenance plan covering routine service and major repairs.
Detailed lease vs. purchase cost analysis.
Inclusion of facility upgrades and equipment needs in capital priorities.

Consensus:
Present plan is workable but requires refinement.
Long-term sustainability hinges on disciplined financial and asset management.

5. Implementation & Rollout
Timeline:
Resolution requires only one reading.
If approved, new fees take effect October 1, 2025 (start of FY 2026).
A 30-day education campaign will precede rollout.

Schedule Changes:
Proposed alternating collection schedule (yard debris one week, bulk the next).
Not included in this resolution; to be addressed separately via ordinance/code updates.
Hurricane/Disaster Pickup:
Bulk pickup continues during emergencies.

Yard debris managed by contracted disaster debris vendors.
Charges are generally waived during disaster recovery.

6. Equity & Community Engagement
Illegal dumping disproportionately impacts certain districts.
Enforcement tools discussed: cameras, code enforcement, community reporting.
Staff reiterated commitment to fairness: avoid burdening fixed-income or absentee landowners with excessive bills.
Commissioners acknowledged illegal dumping is both a financial and cultural issue that requires city action and resident participation.

Conclusion
The Commission expressed broad support for the rate adjustment resolution, recognizing it as necessary for financial sustainability, improved operations, and community cleanliness. However, strong emphasis was placed on:
Fairness — ensuring residents are not unfairly penalized for illegal dumping.
Planning — developing detailed fleet and maintenance strategies.
Public Communication — launching a robust education campaign to reset expectations.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve Resolution No.25-R62.

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

C. Resolution 25-R63 appointing an at-large member to the Fort Pierce Planning Board.

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

RESOLUTION NO. 25-R63
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE APPOINTMENT OF A MEMBER TO THE CITY PLANNING BOARD; PROVIDING FOR AN EFFECTIVE DATE.

By voice vote the Mayor and Commission unanimously reappointed Nichelle Clemmons.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve Resolution 25-R63 reappointing Nichelle Clemmons to the Planning Board.

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

D. Resolution 25-R64 Nebraska Avenue Sidewalk FDOT LAP Agreement for approval and signature by City for award of $666,354.00 in federal Transportation Alternative Program (TAP) funding for construction of the project.

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

RESOLUTION NO. 25-R64
A RESOLUTION AUTHORIZING THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA TO ENTER INTO A LOCAL AGENCY PROGRAM AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION OF NEBRASKA AVENUE FROM N/S LAWNWOOD

CIRCLE TO N 13TH STREET A TRANSPORTATION ALTERNATIVES PROGRAM GRANT AND AUTHORIZING THE MAYOR, CITY CLERK, AND CITY ATTORNEY TO EXECUTE SAID AGREEMENT ON THE PART OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

FDOT Grant Award
City staff recommended approval of an FDOT-awarded grant (Project RLS-25-217).
City Attorney noted the agreement includes indemnification language requiring the City to indemnify, hold harmless, and defend FDOT in any lawsuit.

Legal Concerns
This clause could increase financial liability for the City and potentially waive sovereign immunity protections.
Insurance carrier warned coverage may be denied if such terms conflict with policy.

Ms. Hedges recommended against signing agreements with this language.

Commission Discussion
Commissioners expressed concern about long-term implications, including effects on future FDOT funding.
Acknowledged the risk vs. reward: walking away from $666,000 in funding vs. assuming potential liability.
Suggested issue be raised with the TPO Board to determine how other jurisdictions are handling the clause.

Project Details
Project involves construction of sidewalks near the hospital to provide safer routes for school children.
Deadline for execution: September 5th; failure to approve would forfeit funding.
Engineering Department confirmed City will issue the contract, hire CEI (Construction, Engineering & Inspection services), and ensure compliance with federal processes.

Risk Mitigation
Indemnification clause also extends to contractors and subcontractors, requiring them to hold harmless both the City and FDOT.
Commissioners noted risk remains if a contractor goes out of business or fails to perform.

Key Considerations
Approval ensures immediate project funding but carries legal and insurance risks.
Decision framed as balancing taxpayer liability vs. public safety benefits and continued FDOT partnership.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve Resolution No. 25-R64.

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

14. COMMENTS FROM THE PUBLIC

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

William Abramowitz

Alicia Dixon

Robert Troutman

Fabian Zamora

Noah Clark

15. COMMENTS FROM THE CITY MANAGER

City Manager – Richard Chess

Police Chief Recruitment – Update
Deliverables Received
Draft job announcement (pending corrections).
Draft public and Police Department survey questions.
Updated project timeline.

Next Steps
Schedule meeting between Commission and recruiter (Ms. Norlock).
Finalize and roll out recruitment materials by end of week.
Public and internal survey questions to be posted online; responses will go directly to recruiter for screening.

Salary Range
Proposed range: $128,250 – $212,000 (midpoint approx. $170,000).
Former Chief's salary was approx. $190,000.
Range may be revisited during one-on-one discussions with Commissioners.

Status
Recruitment package is ~99% complete; only minor adjustments needed before launch.

City Clerk – Linda Cox- No comments
City Attorney – Sara Hedges- No comments

16. COMMENTS FROM THE COMMISSION

Commissioner Broderick
Requested that the long-delayed MOU with FPUA regarding streetlights and poles be formally placed on an agenda for resolution.
Understands the concerns about City giving up ownership of assets, leading to potential loss of cost control and negotiating power and suggested the City should have a maintenance and replacement plan before transferring ownership.

City Manager Chess
Noted he has no prior background on the matter, but met briefly with FPUA leadership.
Voiced concerns about the City moving from ownership to rental model without sufficient analysis.

Mayor Hudson
Confirmed she has had discussions with FPUA's attorney and sees an opportunity for renewed dialogue.
Recommended a reset approach, starting discussions over to reach a clear, shared understanding.

Commissioner Johnson
Requested an update this week on the streetlight issue, SHIP program, and other initiatives (e.g., Lincoln Park, Main Street incubator, refuse challenges).

Stressed the need for better data, analysis, and transparency in decision-making, particularly on contracts and budgets.
Emphasized importance of community engagement and communication on refuse costs.
Reflected on lessons from recent Florida League of Cities conference, encouraging innovative approaches to growth challenges.

Commissioner Gaines
Shared concerns about noise issues from vehicles blasting music in neighborhoods; urged stronger enforcement.
Stressed caution with raising bulk pickup fees, warning of impacts on low-income renters and potential homelessness risks.
Called for a public campaign to address illegal dumping and bulk refuse disposal.
Thanked officers present, acknowledged budget limitations, and encouraged continued dialogue with police.
Concluded with light remarks about the conference and networking opportunities.

Mayor Hudson
Thanked officers for attending and sharing input.
Noted the importance of ongoing dialogue about the police department, the City's largest department and key public service provider.
Requested follow-up conversation with City Manager and Acting Chief for further discussion.

17. ADJOURNMENT

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

Mayor Hudson adjourned the meeting at 8:54 P.M.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

City Commission Regular Meeting - 5:05 PM **7. A.**

Meeting Date: 09/02/2025

Re: Letter

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Letter from Charlie Hayek thanking Robert Lutjen for chronicling the Great American Raft Race, a collaboration between the Fort Police Police Department, Project Lift, United Against Poverty and several other groups. Bobby's video showcased Fort Pierce's community service and involvement, making this a great place to live.

Attachments

Letter

Form Review

Form Started By: Linda Cox Started On: 08/19/2025 12:05 PM

Final Approval Date: 08/19/2025

Charles C. Hayek
1111 Fernandina Street
Fort Pierce, FL 34949
772-828-1080

August 17, 2025

Ms. Linda Cox
City Clerk
PO Box 1480
Fort Pierce, FL 34954

Dear Linda;

This letter is to personally thank Robert Lutjen for helping to chronicle the Great American Raft Race held on August 7. As the event was a collaboration between the Fort Pierce Police Dept., Project Lift, United Against Poverty, and several other groups, Mr. Lutjen's video showed just what Fort Pierce is all about…community service and involvement.
It truly makes Fort Pierce a special place to live.

Sincerely,

Charlie Hayek

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

Meeting Date: 09/02/2025

Re: Approval of Agreement with Airstron, LLC - RFP No. 2025-007 SRT Chiller Replacement

Submitted For: Marisa Quijano, Interim Executive Director, Sunrise Theatre

---

SUBJECT:

Approval of contract with Airstron, LLC for the Sunrise Theatre Chiller Replacement in the amount of $242,320.00 in response to RFP 2025-007 as approved by City Commission on 5/5/2025.

SUMMARY:

- RFP No. 2025-007 for the Sunrise Theatre Chiller Replacement was advertised on 11/15/24 and 11/22/24 and closed on 5/18/25.
- Five bids were submitted and reviewed by an evaluation committee.
- The Committee recommended awarding the agreement to Airstron LLC. The recommendation was approved by the Commission on 5/5/25 to begin negotiations.
- Negotiations were completed, and an agreement was signed on 8/1/25 by Airstron, LLC.
- The staff are looking to have this agreement approved by the Commission to move forward with the replacement of the AC Chiller.

RECOMMENDATION:

Staff recommends approving the agreement as presented.

ALTERNATIVES:

Deny the agreement as presented.
Amend the agreement.

RESPONSIBLE STAFF:

Marisa Quijano, Acting Executive Director - Sunrise Theatre
Holland Ryan, Technical Director & Facilities Manager - Sunrise Theatre

COORDINATED WITH:

Madison White, Purchasing Department
Gelencia Carter, Purchasing Department
Jason Atkinson, Public Works Department
Karen Logue, Finance Department

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2025

Account: 4064600-546290

Amount: $242,320

FISCAL IMPACT:

This project has been listed on our 5-year CIP and the funds to replace this will come from the Sunrise Theatre's Restricted account. This account is self-funded by the Sunrise Theatre as our restoration fees (a per ticket fee charged to the patron) go straight to our restricted account. The monies from this account will be moved to account 546290, AC Repair.

Attachments

Airstron Bid

Bid Tabulation Memo

Recommendation to Award

Vendor Executed Agreement

RLS Approval

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	08/18/2025 04:47 PM
City Manager	Richard Chess	08/19/2025 04:38 PM
Form Started By: Marisa Quijano		Started On: 08/08/2025 02:15 PM
Final Approval Date: 08/19/2025		

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 MAIL TO: City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **INVITATION TO BID** **and** **BIDDER ACKNOWLEDGMENT**
Bid Writer: Madison White, 772-467-3102	**Bid No: 2025-007**
Mandatory Site-Visit / Pre-Bid Conference Date: **10:00 AM, THURSDAY, DECEMBER 5, 2024**	**Bid Title: SUNRISE THEATRE CHILLER REPLACEMENT**
Mandatory Site-Visit/ Pre-Bid Conference Location: **SUNRISE THEATRE** **117 S 2ND STREET,** **FORT PIERCE, FL 34950**	**Bid Opening Location:** **City of Ft. Pierce Purchasing Division** **Room 101** **100 North U.S. #1, 1st Floor** **Ft. Pierce, Florida 34950**
Bid Due Date & Time: **3:00 PM, TUESDAY, DECEMBER 17, 2024**	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Bidder Name: Airstron LLC --- **Mailing Address:** 1559 SW 21st Ave --- Ft. Lauderdale, FL 33312 --- ---	*I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.* X_____ **Authorized Signature (Manual)**
City, State, Zip Code: Ft. Lauderdale, FL 3312	**Typed or Printed Name:** Robert Pascucci
Type of Entity (Select one): **Corporation** X **Partnership** ____ **Proprietorship** ____	**Title:** VP Sales and Service
Incorporated in the State of: FL **Year:** 2025	**Delivery in** _____ **days, ARO**
Phone Number: 954-923-1564	**Payment Terms: Net 30 Days**
Fax Number:	**FEIN or SS Number:** 59-2525449
E-Mail Address: JJUREK@AIRSTRON.COM	**Local Business:** X Y ___N **MWBE:** ___Y ___N
Bid Security is attached, when required, in the amount of $ _____ **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

DRUG~FREE WORKPLACE FORM

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

Airstron, LLC
_____ does:
(Name of Business)

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

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

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

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

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

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

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

_____
Bidder's Signature

1/16/25
_____
Date

NON-COLLUSION AFFIDAVIT
FOR PRIME BIDDER

STATE OF Florida

COUNTY OF Broward

Robert Pascucci, being first duly sworn, deposes and says:

That he is an Officer of the Firm
(a partner or officer of the firm, etc.)

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

Airstron, LLC
(Firm Name)

By: Robert Pascucci

Title: VP Sales and Service

Subscribed and sworn to before me this 16th day of, JANUARY 2025

Notary Public

My Commission expires: (Seal)

Notary Public State of Florida
Margie Dinah Pinzon
My Commission HH 618351
Expires 12/4/2028

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

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

1. This sworn statement is submitted by City of Fort Pierce
(Print name of the public entity).
by Robert Pascucci, VP Sales and Service
(Print individual's name and title)
for Airstron, LLC
whose business address is 1559 SW 21st Ave, Ft. Lauderdale, FL 33312
(If applicable) its Federal Employer Identification Number (FEIN) is 59-2525449

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

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

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

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime: or

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

c. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

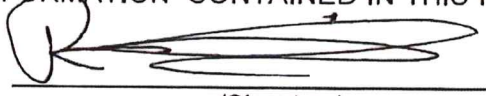
5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

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

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

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

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



(Signature)

1/16/2025

(Date)

STATE OF Florida

COUNTY OF Broward

PERSONALLY APPEARED BEFORE ME, the undersigned authority Robert Pascucci
(Name of individual signing)

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

day 16th of January, 2025.

(NOTARY PUBLIC)

Notary Public State of Florida
Margie Dinah Pinzon
My Commission HH 618351
Expires 12/4/2028

My Commission Expires:

E-VERIFY
AFFIRMATION STATEMENT

Description: SUNRISE THEATRE CHILLER REPLACEMENT

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

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

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

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

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

Contractor/Proposer/Bidder Company Name: Airstron, LLC

Authorized Company Person's Signature: _____

Authorized Company Person's Title: VP Sales and Service

Date: 1/16/2025

STATE OF FLORIDA
COUNTY OF Broward

Sworn (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization this 16th day of JANUARY, 2025 by ROBERT PASCUCCI, who is

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

Signature: _____ (Seal)

NOTARY PUBLIC

My Commission Expires: _____

Notary Public State of Florida
Margie Dinah Pinzon
My Commission HH 618351
Expires 12/4/2028

CERTIFICATION REGARDING SCRUTINZED COMPANIES LISTS

Respondent Name: Airstron, LLC

Respondent's Authorized Representative Name and Title: Robert Pascucci
VP Sales and Service

Address: 1559 SW 21st Ave

City: Fort Lauderdale State: FL Zip: 33312

Phone Number: 954-923-1564 Respondent FEIN: 59-2525449

Email Address: JJUREK@AIRSTRON.COM

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

Certification:

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

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

Vendor name: Airstron, LLC

Authorized Representative's Name and Title: Robert Pascucci, VP Sales and Service

Address: 1559 SW 21st Ave

City: Fort Lauderdale State: FL Zip Code: 33312

Phone Number: 954-923-1564 Email Address: JJUREK@AIRSTRON.COM

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

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

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

By: _____ Robert Pascucci, VP Sales and Service 1/16/2025

Authorized Signature | Printed Name and Title | Date

Affidavit – Use of Coercion for Labor or Services Form

STATE OF FLORIDA
COUNTY OF Broward

Sworn (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization this 16th day of January, 2025 by Robert Pascucci, who is

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

Notary Public Signature: _____ (Seal)

Print Name: Margie Dinah Pinzon

My Commission Expires 12/4/28

Notary Public State of Florida
Margie Dinah Pinzon
My Commission HH 618351
Expires 12/4/2028

REFERENCES

BID NO. 2025-007
SUNRISE THEATRE CHILLER REPLACEMENT

Bidders shall submit as a part of the bid package, a minimum of two (2) Customer references with name of the customer, address, contact person, telephone number, and a description of the work completed.

Contact Person & Title	Stephen Landry
Email Address	Stephen.Landry@trane.com
Phone No.	561-683-3306
Company Name	Trane Technologies
Mailing Address	6969 Vista Parkway, Unit #11
City, State, Zip	West Palm Beach, FL 33411
Description of Work	Water Cooled Chiller Replacements
Contact Person & Title	Bob Ettswold
Email Address	bob.ettswold@stlucieco.org
Phone No.	772-267-4517
Company Name	St. Lucie County
Mailing Address	2300 Virginia Ave
City, State, Zip	Ft. Pierce, FL 34982
Description of Work	AHU Changeouts

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

AIRSTRON, LLC

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

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

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . S

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

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

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

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

1559 SW 21ST AVENUE

Requester's name and address (optional)

6 City, state, and ZIP code

FORT LAUDERDALE, FLORIDA 33312

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number

5 9 - 2 5 2 5 4 4 9

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person [signature], Controller Date 1-6-2025

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

BID RESPONSE FORM

Bid Item	SUNRISE THEATRE CHILLER REPLACEMENT		
Bid Number	2025-007	Due Date & Time	3:00PM, TUESDAY, DECEMBER 17, 2024

The offeror agrees to furnish the following items and associated services to the City of Fort Pierce at the place specified, in accordance with specifications herein at the prices quoted below:

ITEM DESCRIPTION	TOTAL COST
Furnish and installation of a 100-ton air cooled, packaged chiller (Model #CGAM100A2 or comparable), with scroll compressors.	$ 181,740.00
Two (2) Bell & Gossett Centrifugal Pumps	$ 60,580.00
TOTAL	$ 242,320.00
Total price should include ALL associated items and services specified in the Statement of Work.	

VENDOR INFORMATION

Vendor Name: Airstron, LLC

Address: 1559 SW 21st Ave

City, State, Zip Code: Fort Lauderdale, FL 33312

Email Address: JJUREK@AIRSTRON.COM

Typed Name & Title: Robert Pascucci, VP Sales and Service

Signature: _____ **Date:** 1/16/2025

Telephone No.: 954-923-1564 **Fax No.:** _____

Please include Remit to address below if different than address stated above

(*Remit To: _____

_____

Check block below for applicable minority indicator:

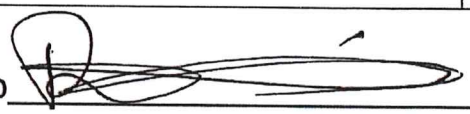
MINORITY	CHECK BOX
Asian Indian	
Black	
Asian Pacific	
Hispanic	
Native American	
Small Business	
Women Owned	
Small Disadvantage Business	

CITY OF FORT PIERCE BIDDER'S CHECKLIST

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

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

	YES	NO
Is Invitation to Bid cover page (page 1) completed, signed and attached?	X	
Are you registered on Demandstar to receive addendums?	X	
Did you include proof of insurance as stated in bid documents.	X	
Are all the Required forms complete and included?	X	
Have you checked your bid for proper organization, tabs are correct?	X	
Hard Copy Submissions. Confirmation of one (1) original and one (1) copy on a flash drive.	X	
Did you submit your bid electronically?		X
Have you made sure your corporate address matches your Sunbiz information?	X	
Is each Addendum (when issued) signed and included?	X	

PLEASE SIGN AND RETURN WITH BID 

December 16, 2024

CITY OF FORT PIERCE

SUNRISE THEATRE CHILLER REPLACEMENT

BID# 2025-007

ADDENDUM NO. 1

The purpose of this addendum is to extend the bid due date from 3:00 P.M., December 17, 2024 to:

3:00 P.M., FRIDAY, JANUARY 3, 2025

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Robert Pascucci
Typed or Printed

Company Name: Airstron, LLC

Address: 1559 SW 21st

Fort Lauderdale, FL 33312

Date: 1/16/25

/mg

December 27, 2024

CITY FORT PIERCE

SUNRISE THEATRE CHILLER REPLACEMENT

BID# 2025-007

ADDENDUM NO. 2

The purpose of this addendum is to respond to questions submitted by potential bidders and extend the last day for questions as listed below. An addendum addressing the remaining questions previously submitted will be posted once a response is received from the project manager. The Bid Due Date is extended from 3:00PM. Friday, January 3, 2025, to:

10:00 AM, FRIDAY, JANUARY 17, 2025

Additional questions must be received no later than **5:00PM, Wednesday, January 8, 2025.**

1. **QUESTION:** Will temporary air conditioning be required, or will it be possible to shut the air off for a week while we change the chiller and pumps?

   ANSWER: **Yes, we will require temporary air conditioning throughout the facility while the chiller and pumps are being replaced.**

2. **QUESTION:** How is the existing HVAC System controlled?

   ANSWER: **Currently controlled via Siemens Desigo automation control**

3. **QUESTION:** After reviewing I could not locate any drawings for this project, will there be any uploaded or did I look pass them on accident.

   ANSWER: **Please see the two (2) drawings attached to the posting of this bid on the City Website and Demandstar titled: "HVAC Plans" and "SunriseCompleteArchSet". See below for the links to the bid posting.**

4. **QUESTION:** Is there a need for a Temporary Chiller?

   ANSWER: **Yes, we will require temporary air conditioning throughout the facility while the chiller and pumps are being replaced.**

5. **QUESTION:** Chiller being replaced has a belimo 3-way valve installed in piping, is this to be replaced?

   ANSWER: **Yes, all accessories that are currently installed should be replaced to allow the system to run as required.**

6. **QUESTION**: The chilled water pumps have existing triple duty and suction diffusers, are these to be replaced?

   ANSWER: **Yes, assuming new pumps are similar in function they should maintain the same specifications and diffusers to ensure system reliability and longevity.**

7. **QUESTION**: The old chiller is not secured to the beams. The newer chill is secured with stainless cable, is this the method for the new chiller?

   ANSWER: **The new chiller should be secured to the building utilizing all standard safety practices.**

8. **QUESTION**: Is the working schedule weekdays 7:00-5:00 or does the project need to be done during weekends?

   ANSWER: **The working schedule would be during weekdays; weekends are possible if needed.**

Website Links:

City of Fort Pierce Bid Posting – https://www.cityoffortpierce.com/bids.aspx?bidID=309
Demandstar Bid Posting -- https://www.demandstar.com/app/buyers/bids/481924/details

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Robert Pasucci
Typed or Printed

Company Name: Airstron, LLC

Address: 1559 SW 21st Ave
Fort Lauderdale, FL 33312

Date: 1/16/25

/mw

January 6, 2025

CITY FORT PIERCE

SUNRISE THEATRE CHILLER REPLACEMENT

BID# 2025-007

ADDENDUM NO. 3

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

1. **QUESTION**: Do you have a spec sheet for the pumps, need to know the flow rate required along with other information?

   ANSWER: **The drawings under the bid posting should give the required specifications for the pump. Unfortunately, that is the only information I have available for the pump.**

2. **QUESTION**: There is a large junction box in front of the area were the disconnect for the chiller will be. Has anyone verified with the inspector that this will be allowed normally there cannot be any tripping hazards within 42 inches.

   ANSWER: **I have not been able to have an inspector come to the site as of now. I think the best course of action would be to install the product to the normal specifications including any tripping hazards.**

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Robert Pascucci
Typed or Printed

Company Name: Airstron, LLC

Address: 1559 SW 21st Ave
Fort Lauderdale, FL 33312

Date: 1/16/25

/mw

January 10, 2025

CITY FORT PIERCE

SUNRISE THEATRE CHILLER REPLACEMENT

BID# 2025-007

ADDENDUM NO. 4

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

1. **QUESTION:** Are there taps installed for temporary chiller hook-up, if there are, what are their locations?

   ANSWER: **I am not aware of any taps installed for temporary chiller hookup.**

2. **QUESTION:** Is there a power hook-up for temporary chiller, if so, where is its location?

   ANSWER: **We have a 600A Non-Isolated Three Phase Disconnect with Cam Lock tails located in the main power room on the second-floor backstage. To utilize this power, you would need to supply at least 200' of cam lock feeder to get to the temporary chiller.**

3. **QUESTION:** Belimo control valve doesn't appear to be on Siemens as built, are there any specifics regarding the valve?

   ANSWER: **Unfortunately, I am unaware of any specifics to the control valve.**

4. **QUESTION:** Can the temporary chiller be placed at the rear of the building, left on a flatbed?

   ANSWER: **Yes, it would need to be located behind the theatre on the north side of the building nearest to the backup generator, to allow traveling events to best utilize our space.**

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Robert Pascucci
Typed or Printed

Company Name: Airstron, LLC

Address: 1559 SW 21st Ave
Fort Lauderdale, FL 33312

Date: 1/16/25

/mw

CERTIFICATE OF LIABILITY INSURANCE

4/1/2025

DATE (MM/DD/YYYY): 1/15/2025

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

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

PRODUCER	Lockton Companies, LLC 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com
CONTACT NAME:	
PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : XL Insurance America, Inc.	24554
INSURER B : Greenwich Insurance Company	22322
INSURER C : Allied World National Assurance Company	10690
INSURER D :	
INSURER E :	
INSURER F :	

INSURED 1304803
AIRSTRON, LLC
1559 SW 21ST AVE
FORT LAUDERDALE FL 33312-3159

COVERAGES **CERTIFICATE NUMBER:** 17642320 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR	N	N	RGD300147505	4/1/2024	4/1/2025	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC						GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY [X] ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	N	N	RAD943796405	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
C	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE	N	N	0313-7473	4/1/2024	4/1/2025	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
	DED [X] RETENTIONS $0							$ XXXXXXX
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [N] Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		N	RWD300147605 STOP GAP: ND, OH, WA, WY	4/1/2024	4/1/2025	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

CERTIFICATE HOLDER

17642320
SUNRISE THEATRE
117 S 2ND STREET
FT PIERCE FL 34950

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Joseph M Arnello

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The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

4/1/2025

DATE (MM/DD/YYYY) 1/17/2025

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

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

PRODUCER Lockton Companies, LLC 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1304803 AIRSTRON, LLC 1559 SW 21ST AVE FORT LAUDERDALE FL 33312-3159	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : XL Insurance America, Inc. — 24554 INSURER B : Greenwich Insurance Company — 22322 INSURER C : Allied World National Assurance Company — 10690 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 21308575 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC OTHER:	N	N	RGD300147505	4/1/2024	4/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 4,000,000 $ 4,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	N	N	RAD943796405	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 5,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
C	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ $0	N	N	0313-7473	4/1/2024	4/1/2025	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $ XXXXXXX
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	RWD300147605 STOP GAP: ND, OH, WA, WY	4/1/2024	4/1/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

City of Fort Pierce and their Members, Officials, and Employees

CERTIFICATE HOLDER

21308575
City of Fort Pierce
Attn: Purchasing Department
P.O. Box 1480
Fort Pierce FL 34954

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Joseph M Agnello

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Airstron Mechanical
Building Efficiency and Sustainability
A Service Logic Company

AIR CONDITIONING / REFRIGERATION
SALES / SERVICE / INSTALLATIONS
532 NW Mercantile PL. #102 Port St Lucie FL 34986
St Lucie (772) 924-3000 • Fax (772) 336-5513 • CMC1251258

January 17th, 2025

Sunrise Theatre
117 S 2nd St
Ft Pierce, FL 34950

RE: Sunrise Theatre 100 Ton Chiller Replacement

ATTN: Maddison White/Ryan Holland

I would like to take a moment to thank you for including Airstron, Inc. in the proposal for the 100-ton air cooled chiller replacement project, we understand that you have a choice in contractors to perform this work and appreciate that you have chosen to include us.

Based on the information collected during site visit our intended scope of work for this project will be:

Scope of work:

- Provide and install one Trane 100-Ton air cooled chiller, two Bell & Gossett chill water pumps, two Bell & Gossett triple duty valves, two Bell & Gossett suction diffusers, seven butterfly isolation valves, and associated piping
- Schedule shut down to replace chiller isolation valves
- De-energize chiller and install lock out tag out device on breaker
- Preform shut down and drain chiller water
- Remove existing isolation valves
- Install new isolation valves, fill system and leak check
- Remove lock out tag out device and energize chiller
- Ensure proper functionality of system
- Schedule 100-Ton air cooled chiller replacement. With the new isolation valves that will be installed prior to the air-cooled chiller replacement, there will be no need for temporary cooling. We will be able to provide cooling to building from chiller #2.
- De-energize existing chiller #1 and chill water pump #1 install lock out tag out device
- Remove electrical whip from chiller #1 and chill water pump #1
- Remove existing controls
- Close/isolate valves on chiller #1 and chill water pump #1
- Remove existing chill water control valve

- Disconnect associated supply and return chill water piping for removal of chiller #1
- Rig and remove chiller #1 and chill water pump #1
- Rig and set new chiller #1 and chill water pump #1
- Stage new chill water pump #2 in location on roof to be installed after chill water pump #1 is up and running
- Install/weld new piping, associated fittings on chill water supply and return loop
- Install new chill water control valve
- Fill chill water system and leak check
- Open isolation valves for chiller #1 and chill water pump #1
- Re-install controls
- Re-connect electrical whip
- Remove lock out tag out device and energize chiller
- Startup of chiller/pump and ensure proper functionality
- Install lock out tag out device on breaker for chill water pump #2
- Disconnect electrical from chill water pump #2
- Remove and install new chill water pump #2
- Re-connect electrical whip to new chill water pump #2
- Remove lock out tag out device on breaker for chill water pump #2
- Check rotation, proper amperage, and functionality
- Remove any trash or debris directly related to job scope

Working hours:

- Chiller and pump replacement quoted for normal business hours
- Isolation valve replacement quoted for after hours

Provided Equipment:

- One Trane 100-Ton Air Cooled Chiller with condenser coil coating, 5 year compressor parts warranty, 1 year parts, labor, and refrigerant warranty, and factory start up
- Two Bell & Gossett chill water pumps
- Two Bell & Gossett triple duty valves
- Two Bell & Gossett suction diffusers
- Seven butterfly isolation valves
- Siemens chill water control valve

Pricing excludes:

- Any work performed outside the scope of work as described above
- Permit pulled by Airstron funded by owner
- Any roofing
- Any fire alarm modifications
- Any engineered drawings or engineering
- Any forklifts or scissor lifts
- Any code upgrades
- Any temporary cooling

- Any test and balance

Any alteration or deviation above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by Airstron, Inc. Purchaser (Debtor) agrees to pay all cost of Collection damages, including a reasonable attorneys fee for collecting this account or repossessing the said property, whether Suit be brought or not. The Purchaser (Debtor) agrees that the said materials above described will not be removed from above address without prior written consent of Airstron Inc , The Seller (Secured Party). Purchaser (Debtor) waives demand and all requirements to hold it liable. All delinquent payments shall bear interest at 11/2% per month until paid

If Airstron Inc is required to make repairs occasioned by improper operation, damage caused by electrolytic action (either battery action or stray currents), negligence or misuse of the equipment or due to any cause beyond our control, purchaser shall reimburse Airstron, for the expenses incurred in making such repairs. It is mutually understood that replacement parts, refrigerant and service

materials must be purchased by you, from us, at our regular selling prices, and installed by us, during the terms of this contract. Any repairs, refrigerant, chemicals, and supplies deemed necessary and recommended by so for efficient operation of your installation are to be authorized by you. Unless these recommendations are accepted by you and authorization given to perform this Service, we will not furnish emergency service. Airstron shall not be liable for injuries to persons, or damages to property, accept buss due to the negligent acts or omissions of Airstron employees. In no event shall Airstron be liable for any form of damage to the equipment listed in this agreement. This contract contains the entire agreement between the parties and shall become effective on the date shown below, provided it has been accepted by you and approved by us. If the customer is a corporation, or any other entity created by law, than the person executing this agreement on behalf of the customer is hereby executing this agreement as an authorized agent of the customer and in addition hereto agrees to serve as a guarantor and is personally liable for all the debts of the customer, company or corporation arising out of this contract. Any modifications in this Agreement must be done in writing and executed by all parties. It is hereby agreed by the parties that venue or jurisdiction to any litigation arising out of the terms of this contract shall be in Dade County, Florida In the event that nay provisions of this contract are found to be illegal, unenforceable or void, by any Court of law, then the remaining provisions shall remain in full force and effect

This Proposal may be withdrawn by us if not accepted within 30 Days

Project pricing:

Proposed pricing for above listed scope: _____$242,320.00
Proposed pricing for above listed scope with chiller skirting: _____$245,926.00

Price good for 30 days from date of proposal

Respectfully,

Edward French.
Project Manager
efrench@airstron.com
863-801-3059

Airstron Mechanical
Building Efficiency and Sustainability
A Service Logic Company

Authorization to Proceed:

_____
Signature

_____
Print name

_____
Date

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025

Receipt #: 183-338761

Business Name: AIRSTRON LLC

Business Type: HEATING/AIRCONDITION CONTRACTR (MECHANICAL CONTRACTOR)

Owner Name: TYLER M BERGENS/QUAL

Business Location: 1559 SW 21ST AVE FT LAUDERDALE

Business Phone: 954-923-1654

Business Opened: 10/13/2023

State/County/Cert/Reg: CMC1251258

Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		20		

For Vending Business Only — Number of Machines: — Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
54.00	0.00	0.00	0.00	0.00	0.00	54.00

Receipt Fee 54.00

Packing/Processing/Canning Employees 0.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

AIRSTRON LLC
1559 SW 21ST AVE
FT LAUDERDALE, FL
33312-3159

Receipt #WWW-23-00264513
Paid 07/03/2024 54.00

2024 - 2025

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

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State/County/Cert/Reg: CMC1251258

Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		20		

Signature

For Vending Business Only — Number of Machines: — Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
54.00	0.00	0.00	0.00	0.00	0.00	54.00

Receipt #WWW-23-00264513
Paid 07/03/2024 54.00

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025

Business Name: AIRSTRON LLC

Receipt #: 183-775
Business Type: HEATING/AIRCONDITION CONTRACTR (CERT MECHANICAL CTR)

Owner Name: TYLER M BERGENS/QUAL
Business Location: 1559 SW 21ST AVE
FT LAUDERDALE
Business Phone: 954-923-1654

Business Opened: 05/01/1985
State/County/Cert/Reg: CMC1251258
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		4		

	For Vending Business Only					
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	3.00	0.00	0.00	0.00	0.00	30.00

Receipt Fee 27.00
Packing/Processing/Canning Employees 0.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

AIRSTRON LLC
1559 SW 21ST AVE
FORT LAUDERDALE, FL
33312-3159

Receipt #WWW-23-00275725
Paid 07/29/2024 30.00

2024 - 2025

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025

Business Name: AIRSTRON LLC

Receipt #: 183-775
Business Type: HEATING/AIRCONDITION CONTRACTR (CERT MECHANICAL CTR)

Owner Name: TYLER M BERGENS/QUAL
Business Location: 1559 SW 21ST AVE
FT LAUDERDALE
Business Phone: 954-923-1654

Business Opened: 05/01/1985
State/County/Cert/Reg: CMC1251258
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		4		

Signature	For Vending Business Only					
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	3.00	0.00	0.00	0.00	0.00	30.00

Receipt #WWW-23-00275725
Paid 07/29/2024 30.00

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

TO: **Ryan Holland, Technical Director**

FROM: **Madison White, Purchasing Agent,** *Madison White*

SUBJECT: **Bid No. 2025-007 – Sunrise Theatre Chiller Replacement**

DATE: **January 24, 2025**

On November 19, 2024, the Purchasing Division received specifications to go out for bid on the above subject project. The bid was advertised on November 15 and November 22, 2024, with a scheduled opening at 10:00 AM on January 17, 2025.

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

Attached is the tabulation sheet and bid response checklist for the above-referenced bid. In total, four (4) submissions were received electronically, and three (3) submissions were received by delivery. A copy of the submittals will be sent via email or OneDrive. The file is available for review in the Purchasing Division.

The invitation was sent to 646 vendors. Twenty-four (24) vendors requested specifications with seven (7) responding (29.16%) plus 0 "No Bid" (29.16% total response).

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

The entire process including approval of Commission must be complete by **March 18, 2025**, which is the expiration date of the bid and responses.

/mw

Attachment: Bid Tabulation Sheet
Submittal Response Checklist

cc: Marisa Quijano, Acting Executive Director
Johnna Morris, Finance Director

CITY OF FORT PIERCE
TABULATION OF BIDS

BID ON:	**SUNRISE THEATRE CHILLER REPLACEMENT**
BID NUMBER:	**2025-007**
OPENING DATE:	1/17/24 at 10:00AM
RECOMMENDED AWARD:	Pending

RESPONSE
7 of 24 = 29.16%
0 "No Bids"
Total = 29.16%

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

VENDOR NAME	TOTAL BID PRICE
Sherman Mechanical Contractors *Ocala, FL*	**$236,680.00**
Airstron, LLC *Fort Lauderdale, FL*	**$242,320.00**
Farmer & Irwin Corp. *Riviera Beach, FL*	**$248,995.00**
Advanced Roofing, Inc. dba Advanced Air Systems *Fort Lauderdale, FL*	**$267,580.00**

Flow Service Partners dba Cortez Heating and Air *Palmetto, FL*	**$298,320.00**
Mid-State Mechanical Contractors *Vero Beach, FL*	**$351,065.00**
Florida Mechanical, LLC *Riviera Beach, FL*	**$502,362.00**

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

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

Date: _____

RECOMMENDATION FOR AWARD

Solicitation No: _____

Solicitation Title: _____

Solicitation Advertisement: _____

Solicitation Due Date: _____

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

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

To: Gelencia Carter, Purchasing Manager

From:

Through:

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

Recommend Vendor(s) Name: _____

Initial Term Amount: $_____

Contract Terms, if applicable: _____

Award is based on the following concurrence (s):

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

July 31, 2025

Airstron, LLC
1559 SW 21st Avenue,
Fort Lauderdale, FL 33312
Attn: Robert Pascucci, VP Sales and Service

Email: jjurek@airstron.com

SUBJECT: Notice of Award
Bid No. 2025-007 – Sunrise Theatre Chiller Replacement

Dear Mr. Pascucci,

The Commission of the City of Fort Pierce met in regular session, Monday, May 5, 2025, and awarded the subject solicitation to your firm, in the amount of $242.320.00.

Please take the following actions:

1. Execute and notarize this Award Letter
2. Execute the Agreement
3. **Return documents enclosed within five (5) days after receipt, via email to:**

Email:
Madison White, Purchasing Agent
City of Fort Pierce
mwhite@cityoffortpierce.com

Carbon Copy:
purchasing@cityoffortpierce.com

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

Sincerely,
CITY OF FORT PIERCE

Madison White

Madison White Purchasing Agent

ACCEPTED BY:
AIRSTRON, LLC

Signature (Manual)

Signature (Typed or Printed)

UP Construction
Title

8-1-25
Date

NOTARIZATION

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 1st day of AUG 2025,

by TYLER BERGENS (Officer of Firm), VP-CONSTRUCTION (Title), of

AIRSTRON MECHANICAL LLC (Name of Firm) a FLORIDA (State) corporation, on behalf of the corporation.

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

Mellissa Sabatino

Notary Public

My commission expires: _____

MELLISSA SABATINO
MY COMMISSION # HH 478579
EXPIRES: May 5, 2028

/mw

cc: Marisa Quijano, Acting Executive Director
Holland Ryan, Project Manager

Attachments: Service Agreement

SERVICE AGREEMENT

Between

CITY OF FORT PIERCE, FL

and

AIRSTRON, LLC

for

SUNRISE THEATRE CHILLER REPLACEMENT

This Agreement entered into this ___day of _____, 2025 ("Agreement") is made and entered into by and between the City of Fort Pierce, Florida, a municipal corporation ("City"), and **Airstron, LLC,** a FLORIDA CORPORATION with its principal place of business at 1559 SW 21st Avenue, Fort Lauderdale, FL 33312 ("Contractor").

CITY and Contractor hereby agree as follows:

1. **Contractor Services.**
Contractor will provide the services as set forth in **Exhibit A**, Statement of Work, attached hereto and incorporated for all purposes ("the Services"), to the satisfaction of the CITY.

Notwithstanding any other provision of this Agreement, Contractor's performance of the Services will (1) conform to the specifications and requirements contained in the Bid 2025-007 ~ Sunrise Theatre Chiller Replacement which conforms with the Contractor's proposal dated January 17, 2025, attached as **Exhibit B**. To the extent that the Bid or Contractor's bid submittal conflict with the terms of this Agreement, the terms of this Agreement will control.

2. **Compensation.**
Total compensation to Contractor will not exceed **$242,320.00 (Two Hundred Forty-Two Thousand Three Hundred Twenty Dollars)** for the initial term of the Agreement, which includes all travel and expenses. Payment for services performed will be processed within thirty (30) days of receipt and approval of invoice and in accordance with the Florida Prompt Payment Act, Florida Statutes Section 218.70-79.

Upon completion of the Services and acceptance by the CITY, Contractor will submit an invoice setting forth amounts due to Contractor. Each invoice will be accompanied by documentation that CITY may reasonably request to support the invoice amount. CITY will, within ten (10) days from the date it receives an invoice and supporting documentation, approve or disapprove the amount reflected in the invoice. If CITY approves the amount or any portion of the amount, CITY will promptly pay to Contractor the amount approved so long as Contractor is not in default under this Agreement. If CITY disapproves any invoice amount, CITY will give Contractor specific reasons for its disapproval in writing, within ten (10) days from the date it receives an improper payment request or invoice. Contractor will submit invoices to CITY as follows:

City of Fort Pierce
Attn: Accounts Payable
P.O. Box 1480
Fort Pierce, FL 34954

3. **Term.**

This Agreement will commence as of the date last signed below ("Effective Date") and will terminate either ninety (90) days after the Notice to Proceed or on October 31, 2025, whichever is later, unless extended in writing by both parties upon mutually acceptable terms and conditions or terminated in accordance with Section 8 of the Agreement.

4. **Licenses, Permits, Taxes, Fees, Laws and Regulations**

4.1 Contractor warrants that it will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for Contractor's performance of this Agreement.

4.2 Contractor will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with Contractor's performance of this Agreement.

4.3 Contractor will comply with and will be responsible for requiring its officers and employees to comply with all applicable federal, state, and local laws and regulations.

5. **Ownership and Use of Work Material.**

5.1 All drawings, specifications, plans, computations, sketches, data, records, photographs, tapes, renderings, models, publications, statements, accounts, reports, studies, and other materials prepared by Contractor or any Contractor's subcontractor in connection with the Services (collectively, "Work Material"), whether or not accepted or rejected by CITY, are the sole property of CITY and for its exclusive use and reuse at any time without further compensation and without any restrictions.

5.2 Contractor grants and assigns to CITY all rights and claims of whatever nature and whether now or hereafter arising in and to the Work Material.

5.3 Contractor will deliver all Work Material to CITY upon expiration or termination of this Agreement. CITY will have the right to use the Work Material for the completion of the Services or otherwise. CITY may, at all times, retain the originals of the Work Material.

5.4 The Work Material will not be used or published by Contractor or any other party unless expressly authorized by CITY in writing. Contractor will treat all Work Material as confidential.

6. **Confidentiality and Safeguarding of City Records; Press Releases; Public Information.**

6.1 Contractor shall not disclose, publish, or authorize others to disclose or publish, Work Material or other information pertaining to the Services assigned to Contractor by CITY or other information to which Contractor had access during the term of this Agreement without the prior written approval of the City Attorney.

6.2 **Advertising.** Contractor will not make any press releases, public statements, or

advertisement referring to the services or the engagement of Contractor as an independent Contractor of CITY in connection with the Agreement or release any information relative to the Agreement for publication, advertisement or any other purpose

6.3 **Duration.** The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.

7. Public Records.

7.1 CITY strictly adheres all statutes, court decisions and the opinions of the Florida Attorney General with respect to disclosure of public information under Chapter 119, Florida Statutes, Contractor shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records Under Florida law, as defined in Section 119.011 (12), F.S. Contractor shall keep and maintain public records required by the CITY and City to perform the services under this Agreement.

7..2 If Contractor meets the definition of "Contractor" found in Section 119.0701 (1) (1) (a) F.S. (i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency), then the following requirements apply:

7.2.2 Upon request from CITY's custodian of public records, Contractor shall provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided 119, Florida Statutes, or as otherwise provided by law.

7.2.3 Contractor shall identity and ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to the CITY.

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

7.3 **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, PUBLICRECORDS@CITYOFFORTPIERCE.COM , 100 North U.S. Hwy 1, Fort Pierce, FL 34950.**

8. Termination.

8.1 If either party is in default of performance of any material obligation under this Agreement, the party that is not in default may give written notice of the default to the other party and if the party notified fails to correct the default within thirty (30) days or within such period fails to satisfy the party giving notice that the default does not exist, the party giving notice may terminate this Agreement upon expiration of the thirty (30) day period.

8.2 CITY may terminate this Agreement immediately in the event of the filing by or against Contractor of a petition for relief in bankruptcy or for receivership, or in the event that Contractor becomes insolvent.

8.3 The termination of this Agreement will not affect any right or remedy that has accrued to either party at the time of termination.

8.4 Upon termination of this Agreement, Contractor will deliver to the appropriate representative of CITY all Work Material related to the services performed by Contractor in the format requested by the CITY together with any keys, identification badges, or equipment owned by CITY.

8.5 Termination under Sections 8.1 or 8.6 will not relieve Contractor from liability for any default or breach under this Agreement or any other act or omission of Contractor.

8.6 CITY may terminate this Agreement, without cause, upon written notice to Contractor. At such time, Contractor will be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down or other costs incurred due to termination of this Agreement.

9. Indemnification.

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

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

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

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

10. Insurance.

Contractor shall, at its own expense, procure and maintain, with insurers acceptable to CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein. Contractor shall not commence work until the required insurance is in force and evidence of insurance acceptable to CITY has been provided to and approved by CITY.

As evidence of compliance with the insurance required herein, Contractor shall furnish the CITY with: (a) a fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein, with a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies) and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of CITY and their officials, officers and employees as Additional Insureds in the Commercial General Liability coverage; (b) the original of the policy(ies); or (c) other evidence satisfactory to CITY. Such evidence shall include thirty (30) days' written notice of cancellation to the CITY for all coverages.

To the extent Contractor is permitted to and elects to subcontract any of the work performed under this Agreement, Contractor will require all subcontractors to provide insurance coverage complying with the requirements set forth herein and will provide the CITY with evidence of such coverage prior to the commencement of the subcontractor's work.

Until such insurance is no longer required by this Contract, Contractor shall provide the CITY with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

If requested to do so by the CITY, Contractor shall, within thirty (30) days after receipt of a written request from the CITY, provide the CITY a certified, complete copy of the policies of insurance of insurance providing the coverage required.

Workers' Compensation Insurance

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council of Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

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

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

General Liability Insurance

Such insurance shall be no more restrictive than that provided by the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the State of Florida or those described below. The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

- Mold, fungus, or bacteria
- Terrorism
- Sexual molestation

The CITY and their officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO Form (CG 20 10), Additional Insured – Owners, Lessees, or Contractors). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

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

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

Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos of the Contractor. Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

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

Property Insurance

Contractor shall provide, in a policy acceptable to the City, "all risk" (i.e., Special Form) property insurance on all such construction, additions, modifications, machinery, and equipment, in the amount of the Contract Price. the policy may be issued as either a "builder's risk" policy or an "installation floater." The policy shall be issued on a non-reporting form of policy. The property policy shall be written on an "agreed value" basis and shall not be subject to any form of coinsurance penalty. In addition to Contractor, the City and the Subcontractors shall also be listed as insureds on this policy, and the City shall be listed as a "loss payee" on the policy.

The maximum deductible for other than windstorm or hail shall be $10,000 per occurrence. The maximum deductible per occurrence for windstorm and hail shall be the greater of $20,000 or 5% of the Contract Price. Contractor shall pay on behalf of the City any such deductible.

The property policy(ies) must be endorsed to provide to waive the insurer's right to subrogate against the City, and its members, officials, officers and employees and to provide a notice of cancellation endorsement assuring that the City shall receive not less than 30 days advance written notice of cancellation.

As evidence of Property Insurance, Contractor shall furnish the City with a fully completed Evidence of Commercial Property Insurance (ACORD Form 28), a certified copy of the original of the policy (certified by an authorized representative of the insurer providing the coverage certifying that the copy is a true copy of the original policy), or other evidence satisfactory to the City signed by an authorized representative of the insurer(s) providing the coverage.

Pollution Legal Liability

Such insurance shall cover the Contractor for liability resulting from pollution or other environmental impairment arising out of, or in connection with work by the Contractor or subcontracted by the Contractor including coverage for clean-up of pollution conditions and third-party bodily injury and property damage claims arising from pollution conditions.

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

Each Claim	$1,000,000
Annual Aggregate	$1,000,000

The City and the City's officials, officers, and employees shall be included as an "Additional Insureds" on the policy.

Performance and Payment Bonds

i. BONDS REQUIRED: If the Contract price is in excess of $50,000, within fifteen days after execution of the Contract, CONTRACTOR shall provide the CITY with a Performance Bond and Payment Bond meeting the standards specified herein and conforming to Section 255.05, Florida Statutes, with a Power of Attorney Affidavit, each in an amount not less than the Contract price.

ii. SURETIES' QUALIFICATIONS: All bonds required under this Contract, including, but not by way of limitation, any Bid Bond, Common Law Performance Bond or

iii. Statutory Payment bond, shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety which holds a certificate of authority authorizing it to write surety bonds m Florida meeting the following requirements:

(1) Ratings by A. M. Best

Unless the Contract price is $500,000 or less and the surety qualifies pursuant to paragraph (3) below, the surety company or corporation shall have the following minimum ratings by The A. M. Best Company:

Contract Price		Best's Rating Classification	Financial Size Category
From: $	00.00	No Bond	No Bond
To: $	50,000.00	Required	Required

From: $	50,000.01	No Minimum	No Minimum
To: $	100,000.01	Required	Required
From: $	100,000.01	No Minimum	No Minimum
To: $	500,000.00	Required	Required
From: $	500,000.01	A- or better	IV or larger
To: $	2,500,000.00		
From: $	2,500,000.01	A- or better	V or larger or more

(2) Circular 570
Unless the project cost is $500,000 or less and the surety qualifies pursuant to paragraph (3) below, regardless of the size of the bond, in addition to meeting the requirements of paragraph (1) above, the surety shall also comply with the Circular 570 requirements as set forth in this paragraph (2). The surety shall maintain a current certificate of authority as an acceptable surety on Federal Bonds in accordance with U.S. Department of Treasury Circular 570, current revision, II the amount of the bond exceeds the underwriting limitations set forth in the Circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the Circular and the excess risk must be protected by co-insurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (3) CFR Section 223.10 - Section 223.111. Further the surety company shall provide the CITY with evidence satisfactory to the CITY, that such excess risk has been protected in an acceptable manner.

(3) (Project cost of $500,000 or Less Notwithstanding the foregoing paragraphs (1) and (2), in the event the Contract price does not exceed $500,000, in accordance with Section287.093 5, Florida Statutes, bonds with a surety company in compliance with the following requirements shall be acceptable:

(a) The surety company is licensed to do business in the State of Florida;
(b) The surety company holds a certificate of authority authorizing it to write surety bonds in Florida;
(c) The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
(d) The surety company is otherwise in compliance with the provisions of the Florida insurance Code; and
(e) The surety company holds a currently valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. ss. 9304 to 9308.

In order to qualify as an acceptable surety company under this paragraph (3), an Affidavit for Surety Company shall be executed by an Officer of the surety bond insurer as evidence that a surety company is in compliance with the foregoing requirements.

iv. ADDITIONAL OR REPLACEMENT BOND: It is further mutually agreed between the parties hereto that if, at any time, the CITY shall deem the surety or sureties upon any bond to be unsatisfactory, or if, for any reason, such bond (because of increases in the Work or otherwise) ceases to be adequate, the CONTRACTOR shall, at its expense within five (5) days after the receipt of notice from the CITY so to do, furnish an additional or replacement bond or bonds in such form, amount, and with such surety or sureties as shall be satisfactory to the CITY. In such event, no further payments to the CONTRACTOR shall be deemed to be due under this Contract until such new or additional security for the faithful performance of

13. Miscellaneous

13.1 Assignment.
Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.

13.2 Representations and Warranties by Contractor.
If Contractor is a corporation or a limited liability company, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Florida, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

13.3 Taxes.
The CITY is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The CITY exemption number is on the face of the Purchase Order. Contractors shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the CITY.

13.4 Entire Agreement; Modifications.
This Agreement supersedes all prior agreements, written or oral, between Contractor and CITY and will constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by authorized representatives of CITY and Contractor.

13.5 Force Majeure.
Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, civil unrest, flood, fire, tsunami, volcano, sabotage, air space closure, ground stop(s), a U.S. Department of State Travel Warning or any other circumstances of like character ("force majeure occurrence").

13.6 Venue; Governing Law.
St. Lucie County, Florida, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Florida.

13.7 Dispute Resolution.
Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the Contractor and the CITY. Unless otherwise directed by CITY, Contractor shall carry on the work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the CITY or its representatives, pending

resolution of the dispute. Any dispute which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the CITY shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

13.8 Waivers.
No delay or omission in exercising any right accruing upon a default in performance of this Agreement will impair any right or be construed to be a waiver of any right. A waiver of any default under this Agreement will not be construed to be a waiver of any subsequent default under this Agreement.

13.9 Conflict of Interest.
Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes. Contractor further represents that no person having any interest shall be employed for said performance.

13.10 Verification of Employment Status.
Contractor agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986 if all persons it employs in the performance of this Agreement.

13.11 Non- Discrimination.
Contractor covenants and agrees that Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex or physical handicaps (except where based on a Bonafide occupational qualification); or because of marital status, race, color, religion, national origin or ancestry.

13.12 E-Verify.
Effective January 1, 2021, as required by Section 448.095(2)(a), Florida Statutes, Contractor and any subcontractors shall register with and use the E- Verify system to verify the work authorization status of all newly hired employees. The CITY, Contractor, and any subcontractors may not enter into a contract unless each party uses the E-Verify System. Contractor shall provide documentation of its compliance with this requirement upon request by the CITY. If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the affidavit during the terms of this Agreement. The CITY will not intentionally award contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions of the Immigration and Nationality Act ("INA"). The CITY shall consider the employment by Contractor of unauthorized aliens a violation of Section 8 U.S.C. 1324(a)(3) [Section 274(e) of the INA]. Contractor agrees that violation by Contractor shall be grounds for unilateral termination of this Agreement by the CITY.

13.13 Parts and Labor Warranty.

Contractor warrants, to City, that any materials and equipment furnished under the Agreement shall be new unless otherwise specified, and for a period of 12 months from initial start-up that all materials and equipment shall be of good quality, free from all defects in material and workmanship and have the capacities and ratings set forth in the Contractor's bid. Contractor further warrants to City that all materials and equipment furnished under the Agreement shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Agreement. Contractor shall promptly replace or repair any materials or equipment found by City to be defective or not in conformance with the Agreement after receipt of written notice from City. Contractor shall also be responsible for and pay for the replacement or repair of adjacent materials or equipment which may be damaged as a result of such replacement or repair. Further, in the event of an emergency, City may commence to correct any defective materials or equipment, without prior notice to Contractor, at Contractor's expense. The warranty from Contractor stated herein is in addition to any warranties that are attached to the products from their manufacturers; those warranties stated within the Statement of Work; and any implied warranties to which City is entitled as a matter of law.

CONTRACTOR
AIRSTRON LLC

By: _____

Name: Tyler Bergens

Title: UP Construction

Date: 8-1-25

CITY OF FORT PIERCE

By: _____
Linda Hudson, Mayor

_____
Date

Approved as to form and correctness:

By: _____
Sara Hedges, City Attorney

Attached: **Exhibit "A" – Statement of Work**
Exhibit "B" – Contractor's Proposal

EXHIBIT "A"
STATEMENT OF WORK

A. SCOPE OF WORK

The scope of work ("Services") includes the complete decommissioning of the existing equipment and the installation of new, fully integrated systems that meet all operational requirements

Contractor shall complete the following:

1) Provide and install:
   - One (1) Trane 100-Ton air cooled chiller,
   - Two (2) Bell & Gossett chill water pumps,
   - Two (2) Bell & Gossett triple duty valves,
   - Two (2) Bell & Gossett suction diffusers,
   - Seven (7) butterfly isolation valves, and associated piping
2) Schedule shut down to replace chiller isolation valves
3) De-energize chiller and install lock out tag out device on breaker
4) Preform shut down and drain chiller water
5) Remove existing isolation valves
6) Install new isolation valves, fill system and leak check
7) Remove lock out tag out device and energize chiller
8) Ensure proper functionality of system
9) Schedule 100-Ton air cooled chiller replacement
10) Continue cooling of building from chiller #2 during chiller replacement.
11) De-energize existing chiller #1 and chill water pump #1 install lock out tag out device
12) Remove electrical whip from chiller #1 and chill water pump #1
13) Remove existing controls
14) Close/isolate valves on chiller #1 and chill water pump #1
15) Remove existing chill water control valve
16) Disconnect associated supply and return chill water piping for removal of chiller #1
17) Rig and remove chiller #1 and chill water pump #1
18) Rig and set new chiller #1 and chill water pump #1
19) Stage new chill water pump #2 in location on roof to be installed after chill water pump #1 is up and running
20) Install/weld new piping, associated fittings on chill water supply and return loop
21) Install new chill water control valve
22) Fill chill water system and leak check
23) Open isolation valves for chiller #1 and chill water pump #1
24) Re-install controls
25) Re-connect electrical whip
26) Remove lock out tag out device and energize chiller
27) Startup of chiller/pump and ensure proper functionality
28) Install lock out tag out device on breaker for chill water pump #2

29) Disconnect electrical from chill water pump #2
30) Remove and install new chill water pump #2
31) Re-connect electrical whip to new chill water pump #2
32) Remove lock out tag out device on breaker for chill water pump #2
33) Check rotation, proper amperage, and functionality
34) Remove any trash or debris directly related to job scope
35) **Initiate a short-duration shutdown of the entire HVAC system no longer than 8 hours (pre-arranged and scheduled with City) and complete the following**:
    a. Shut down both chillers and pumps
    b. Isolate necessary valves
    c. Cut piping and weld flanges on pump header piping
    d. Install new isolation valves to enable independent operation of equipment, facilitating the replacement of one component at a time
    e. Fill the system, perform a pressure test, and restore the HVAC system to normal operating condition
    f. Utilize a crane to remove the existing chiller and one pump, lift and set the new chiller and pump in place
    g. Once the new chiller and pump are operational, shut down the second pump and perform its replacement

B. WARRANTIES

1. Contractor shall furnish all materials and/or equipment under the Agreement unconditionally and with the following warranties:

   a. Standard and commercial equipment warranty coverage to include factory startup for chiller replacement.
   b. 1 year warranty coverage on labor, parts, and refrigerant.
   c. 5 year extended limited warranty coverage on compressor parts.

C. CONTRACTOR RESPONSIBILITES

1. The Contractor shall maintain and provide a communication system such as a two-way radio or cellular phone for contact during regular working hours.

2. The Contractor shall own or have access to all the necessary vehicles, equipment and labor to perform the duties assigned.

3. The Contractor shall ensure that all of the Contractor's subcontractors perform in accordance with the terms and conditions of the contract. The Contractor shall be fully responsible for all the Contractor's and Subcontractor's performance, and liable for any of the non-performance. The City retains the right to verify Subcontractors' qualifications by requesting additional information.

D. DAMAGE TO PUBLIC AND/OR PRIVATE PROPERTY

Extreme care shall be taken to safeguard all existing facilities, site amenities, sprinkler systems, trees, shrubs, windows, and all vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of the contractor and shall be replaced or repaired by the contractor at no additional cost to the Cit

the Work shall be furnished in manner and form satisfactory to the CITY.

v. FLORIDA AGENT: The surety company shall have a Florida agent whose name shall be listed in the prescribed space on the forms provided by the CITY for all bonds required by the CITY.

vi. ALTERNATE FORM OF SECURITY: In lieu of the Common Law Performance Bond or Statutory Payment bond, CONTRACTOR may, pursuant to Section 255.05, Florida Statutes, provide an alternate form of security in the form of cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or security of a type listed in Part II of Chapter 625, Florida Statutes. Any such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bond for which the alternative form of security is being substituted. The determination of the value of an alternative form of security shall be made by the CITY.

General Conditions

Contractor and the CITY shall each be responsible for maintaining insurance on their own property. Regardless of whether the Contractor purchases property coverage or not, Contractor hereby expressly waives and releases any cause of action or right of recovery which Contractor may have hereafter against the CITY for any loss arising out of loss or damage to the Contractor's property, about or a part of, the premises whether covered by insurance or not.

The insurance provided by the Contractor shall apply on a primary basis. Any insurance maintained by the CITY shall be excess of and shall not contribute with the insurance provided by the Contractor. Except as otherwise specifically authorized in this Contract, or for which prior written approval has been obtained hereunder, the insurance maintained by the Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, the CITY may permit the application of a deductible or permit the Contractor to self-insure, in whole or in part, one or more of the insurance coverages required by this Contract. The Contractor shall pay on behalf of the CITY and their officials, officers and employees any deductible or self-insured retention applicable to a claim against the CITY or their officials, officers and employees. All Insurance policies provided by the contractor shall be endorsed to provide the CITY with thirty (30) days' notice of cancellation.

All policies of insurance provided by the CONTRACTOR shall be endorsed to provide that the Insurer waives its rights against CITY and their members, officials, officers, and employees.

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

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

Certificates of Insurance must be completed as follows:

Certificate Holder

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

Fort Pierce, FL 34954-1480

Additional Insured for General Liability
City of Fort Pierce

11. Written Authorization Required

Contractor shall not make changes in the job scope or perform any additional work or provide any additional material, under this Agreement without first obtaining written authorization from CITY for such additional work or materials. Additional labor or materials provided without written authorization shall be done at Contractor's risk and without payment.

12. Notice

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

As to CITY:
Holland Ryan
Technical Director / Facilities Manager
P.O. Box 1480
Fort Pierce, FL 34954-1480
Phone: 772-467-4121

With a Copy To:
Gelencia Carter
Purchasing Manager
100 North U.S Hwy 1
Fort Pierce, FL 34954
Phone: 772-467-3102

As to Contractor:
Robert Pascucci
VP Sales and Service
1559 SW 21st Ave
Fort Lauderdale, FL 33312
Phone: 954-923-1564

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: MADISON WHITE, PURCHASING AGENT, FINANCE DEPARTMENT - PURCHASING DIVISION

FROM: CAMILLE WALLACE, ESQ., SENIOR ASSISTANT CITY ATTORNEY CAW

THROUGH: SARA HEDGES, CITY ATTORNEY SH

RE: CONTRACT FOR SUNRISE THEATRE CHILLER REPLACEMENT - INVITATION TO BID (ITB)
BID NO. 2025-00

CAO RLS#: 25-218

DATE: JULY 29, 2025

I have reviewed the above Request for Legal Services (RLS) related to ITB BID NO. 2025-007 Contract for chiller replacement at the Sunrise Theatre between the City of Fort Pierce and Airstron, LLC. On June 23, 2025, the CAO reviewed and returned this Agreement with recommendations and revisions. Please note the following additional comments and revisions:

1. Paragraph 3 of the Agreement includes language to terminate the agreement by the earlier of ninety (90) days after issuance of the Notice to Proceed or on October 31, 2025. Although the Contractor anticipates one (1) week to complete the replacement, this language will give the Department some flexibility to work with the Contractor should the Contractor encounter issues with retrieving parts or installation. This language also provides the Department and the Contractor a date certain (10/31/25) for completion of the SOW. I still recommend the Department consult with the Contractor and Sunrise Theatre to verify that completion by this date will be achievable.

2. The Scope of Work has been re-edited to reflect the specific tasks the Contractor will need to complete to replace the chiller per the Contractor's bid submittal and letter dated March 19, 2025.

3. Section 13.13 "Parts and Labor Warranty" includes additional legal language to strengthen the terms and conditions expected of the Contractor (See revisions in Track Changes version).

4. As a reminder, the contract must be approved by the Commission before services commence.

With the above changes, the contract is approved as to form and correctness. It has been uploaded in a clean copy version for your utilization. If you have any questions, please do not hesitate to contact this Office via phone or e-mail. Thank you.

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

Meeting Date: 09/02/2025

Re: Approval of AUM Construction Proposal for the Emergency Replacement of the SR A1A & Binney Drive Mast Arm

Submitted For: Mark Zrallack, City Engineer , Engineering

SUBJECT:

Approval of expenditure in the amount of $79,539.00 for the emergency replacement of a structurally damaged traffic mast arm currently situated at the intersection on the west side of SR A1A and Binney Drive and the work will be performed by AUM Construction, Inc.

SUMMARY:

The City of Fort Pierce and FDOT currently participate in a joint Traffic Signal Maintenance and Compensation Agreement, which stipulates that maintenance of specific traffic signal components situated within the limits of the State of Florida shall be operated and maintained by the City of Fort Pierce. This agreement further stipulates that, in addition to the agreed-upon standard annual maintenance compensation, any knock-downs not reimbursed via insurance claims shall be reimbursed by FDOT. This particular incident is one of those claims, as there was an unidentified hit-and-run incident involving the existing SR A1A and Binney Drive mast arm, which caused substantial structural damage and subsequently defined it as a public safety hazard. The City's current traffic signal maintenance contractor, Econolite, declined the work due to the lack of FDOT approved shop drawings (refer to the attached email correspondence for detailed information). Ultimately, FDOT staff provided coordination between their contractor, AUM Construction, and City staff, and an estimate of $79,539.00 was provided for the **emergency mast arm replacement.** Full reimbursement by FDOT will be provided upon completion of the mast arm replacement.

RECOMMENDATION:

Staff recommends approval.

ALTERNATIVES:

Deny and proceed with obtaining additional proposals.

RESPONSIBLE STAFF:

Engineering

COORDINATED WITH:

FDOT

Fiscal Impact

Budgeted Y/N: N/A

Fiscal Year: 24/25

Account: 0016000-563100

Amount: $79,539.00

FISCAL IMPACT:

The $79,539.00 will initially be encumbered by the General Fund Road and Bridge Account No. 0016000-563100, with full reimbursement from FDOT per the terms specified in the Traffic Signal Maintenance Agreement.

Attachments

Executed Traffic Maintenance Agreement

Email Correspondence

AUM Proposal

Photos of Damage

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	08/25/2025 05:08 PM
City Manager	Richard Chess	08/27/2025 10:21 AM
Form Started By: Tracy Telle		Started On: 08/15/2025 02:39 PM
Final Approval Date: 08/27/2025		

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

CONTRACT NO. AR422
FINANCIAL PROJECT NO. 427805-8801
F.E.I.D. NO. 596000322001

THIS TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT ("Agreement"), is entered into this 7 day of July, 2015 between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and City of Fort Pierce, Florida, _____ ("Maintaining Agency").

WITNESSETH:

A. The Department is authorized under Section 335.055, Florida Statutes, to enter into this Agreement.

B. The Maintaining Agency is authorized under City Commission to enter into this Agreement and has authorized its undersigned representative to enter into and execute this Agreement on behalf of the Maintaining Agency.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, the sufficiency of which is acknowledged, the parties mutually agree and covenant as follows:

1. The Maintaining Agency shall be responsible for the maintenance and continuous operation of the traffic signals, interconnected and monitored traffic signals (IMTS) (defined as signals that are interconnected with telecommunications and are monitored at a central location), traffic signal systems (defined as central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software, preemption devices, and uninterruptible power supplies ("UPS")), control devices (defined as intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons)), and emergency/fire department signals and speed activated warning displays. The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of such traffic signals and signal systems and devices upon completion of installation of each signal or device. All traffic signals and control devices mentioned in this paragraph are referred to in this Agreement as "Traffic Signals and Devices".

2. The Department agrees to pay the Maintaining Agency an annual compensation amount based on the Department's fiscal year. The compensation amount consists of the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A. Payments by the Department will be made in accordance with Exhibit B. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of these Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any final acceptance of the installation by the Department, the Maintaining Agency will have the opportunity to inspect and request modifications or corrections to the installation(s) and the Department agrees to undertake those modifications or corrections prior to final acceptance so long as the modifications or corrections comply with the Agreement, signal plans, and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.

3. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.

4. The Maintaining Agency's maintenance responsibilities include, but are not limited to, locates, preventive maintenance (periodic inspection, service and routine repairs), restoration of services, and emergency maintenance (trouble shooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log.

5. The Department intends to conduct a structural inspection of the mast arm structures and strain poles every 60 months, which inspection shall comply with the checklist included in Exhibit C, attached to and incorporated in this Agreement. The inspection report will serve as a 90-day notification to the Maintaining Agency that deficiencies exist which require preventative maintenance and periodic maintenance. Preventative maintenance includes but is not limited to: spot painting, cleaning, all wiring issues, graffiti removal, all signal related issues (lighting, signs and connections), and response to traffic impact including repair and replacement of all components damaged by the traffic impact. For any new painted mast arms installed after the date of this agreement, preventative maintenance includes all items described above and also includes repainting, tightening of nuts, replacing missing or deficient bolts, replacement of missing cap covers or equivalent, replacement of missing or deficient access hole cover plates, and repairing improper grounding. Damaged mast arm structures and strain poles must be properly repaired or replaced by the Maintaining Agency. If the Maintaining Agency is not successful in recovering damage costs from responsible party(ies) within 180 days from the occurrence of damage, the Department will

reimburse the Maintaining Agency for costs incurred due to traffic impacts to mast arms, which reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Department will pursue reimbursements from individuals and/or the third parties who cause damages to mast arms and are liable for replacement/repair costs. Failure to perform preventative maintenance after notification of an inspection deficiency will result in the Maintaining Agency being responsible for the corrective actions. If spot painting or any other described preventative maintenance is not carried out, there shall be a 25% retainage of the annual compensation amount for the affected signal locations until the preventative maintenance is performed. For each month subsequent to the expiration of the 90-day notice given to the Maintaining Agency that preventative maintenance deficiencies exist, $1/12^{th}$ of the annual compensation amount for the affected signal locations will be forfeited up to 25% of the annual compensation amount. In the case of a total paint failure on a mast arm installed prior to the date of this Agreement, the Department will fund the cost of repainting. This does not include any mast arm that was installed with a separate mast arm painted finish agreement. The terms of that agreement will control.

6. Periodic maintenance includes but is not limited to: repair of cracks in the mast arm structure; removal and/or repair of grout pads; resetting of anchor bolts; and repair or replacement of deteriorated anchor bolts and nuts. For any new mast arm installations after the date of this Agreement, if a Maintaining Agency requests a painted mast arm, the Maintaining Agency agrees to perform all required periodic and preventative maintenance. Any periodic maintenance performed on the mast arm structure by the Maintaining Agency needs Department approval prior to commencement of work and shall be performed within 90 days unless under an emergency situation. Any and all work performed by the Maintaining Agency must conform to the current Department Standard Specifications for Road and Bridge Construction as applicable. Mast arms that the Department determines to be at the end of its useful life will be replaced by the Department so long as documented preventative maintenance and any applicable periodic maintenance was satisfactorily performed by the Maintaining Agency.

   The Table below summarizes the roles of the Maintaining Agency and the Department with regard to preventative and periodic maintenance of mast arms:

Maintaining Agency	Florida DOT
Preventative maintenance of all mast arm structures	Periodic maintenance of all mast arm structures (except for any new painted and existing painted structures with signed separate Agreement)
Periodic maintenance of structures (for any new painted and existing painted structures with signed separate Agreement)	
Damage repair or replacement of structures	Compensate Maintaining Agency for damage repair or replacement of structures
	Replacement at end of life cycle of the structure

7. The Department will reimburse the Maintaining Agency for costs incurred due to traffic impacts to traffic signal controller cabinet assemblies, traffic signal battery backup, UPS cabinet assemblies, pedestrian flashing beacons, strain pole repair or replacement, and all devices shown in Exhibit A, if the Maintaining Agency is not successful in recovering damage costs from responsible parties. The Maintaining Agency will be responsible for pursuing reimbursements from individuals and/or the third parties that cause damages. However, if the Maintaining Agency is not successful in recovering damage costs from responsible party(ies) within 180 days from the occurrence of damage, the Department will pursue reimbursements from individuals and/or the third parties who cause damages and are liable for replacement/repair costs to the traffic signal controller cabinet assemblies, traffic signal battery backup, UPS cabinet assemblies, pedestrian flashing beacons, strain poles, and all devices shown in Exhibit A. Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency.

8. The Maintaining Agency may remove any component of the installed equipment for repair or testing; however, it shall only make permanent modifications or equipment replacements and only if the equipment provided is capable of performing at minimum the same functions as the equipment being replaced. The Department shall not make any modifications or equipment replacements without prior written notice to and consultation with the Maintaining Agency.

   a. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, Department re-timing projects, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets, sequence) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing or phasing, implementation of such modifications will be coordinated with, or made by, the Maintaining Agency. All signal timing

and phasing records shall be retained by the Maintaining Agency for at least three (3) years, and will be made available to the Department upon request.

9. The Maintaining Agency shall note in the maintenance log any changes in timings and phasings, and keep a copy of the timings and phasings, and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.

10. The Maintaining Agency and the Department shall update Exhibit A on an annual basis which Exhibit A is attached to and incorporated in this Agreement. Exhibit A will contain all Traffic Signals and Devices on the State Highway System which are within the jurisdiction of the Maintaining Agency, those that are maintained by the Maintaining Agency and those that are maintained but not included for compensation. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. New Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance as stated in paragraph 2. The Maintaining Agency and the Department shall update Exhibit A preceding each Department's fiscal year, which will include all new Department Traffic Signals and Devices added during the Department's previous fiscal year and delete those removed. Exhibit A will need to be incorporated into this Agreement by an amendment to this Agreement each time Exhibit A is updated. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices in the Department's fiscal year after the Traffic Signals and Devices are installed and final acceptance is given by the Department. In the event that no change has been made to the previous year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's previous fiscal year. The annual compensation will be a lump sum payment (minus any retainage or forfeiture) as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement.

11. Payment will be made in accordance with Section 215.422, Florida Statutes.

12. There shall be no reimbursement for travel expenses under this Agreement.

13. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

14. The Maintaining Agency should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

15. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

16. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors or vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

17. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Maintaining Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

18. In the event this contract is for services in excess of $25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be

incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000.00 and which have a term for a period of more than 1 year."

19. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.

20. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

21. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

22. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

23. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and will be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department has the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment for any deficient Traffic Signal(s) and Device(s) maintenance not corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any suspension or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.

24. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of the agreement. The Maintaining Agency shall submit an annual Report prior to June 30 of each year detailing the following:

    a. Critical Detection device malfunctions: Critical detection is defined as the detection on side-streets and in left turn lanes on the main streets, and all pedestrian/bicycle detection. Repairs to the side-street and main street left turn detections shall be made within sixty (60) days of discovery and repairs to the pedestrian detection shall be made within 72 hours after notification. All these events shall be logged into the annual report. If repairs cannot be performed within 60 days, the agency shall document the reasons why. Discovery of such events shall be logged into the annual report. The Maintaining Agency shall ensure that 90% of all critical detectors systemwide are operating properly at all time. Any time the level drops below 90%, the Agency would have ninety (90) days to correct the situation. A 5% retainage of the total annual compensation amount (as shown in Exhibit A) will be withheld whenever the 90% critical detection requirement is not met within the 90-day period.

    b. Traffic signal preventative maintenance inspections: All traffic signals shall receive at least one (1) minor preventative maintenance inspection, preferably two inspections, within a twelve (12) month period. Preventative maintenance inspection shall include verification that all detection is working, the signal is cycling properly, the ventilation system is functioning and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed during a twelve (12) month period. Each test is to be documented and included in the annual report to the Department. The inspection report should note the location, date of inspection and any items noted. If the traffic signals do not receive at least one (1) minor preventative maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected signal locations until the preventative maintenance inspection is made. If not performed within the state's fiscal year, the 20% retainage of the annual compensation amount for the affected signal locations will be forfeited.

    c. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s), titles of those monitoring those intersections, and the location of the central monitoring facility(s) are to be documented and contained in the annual report submitted to the Department.

d. In addition to the above requirements, if at least 50% of the traffic signals are not inspected and if at least half of the critical detection requirements as stated in 24a are not met, the Department will retain an additional 25% of the remaining compensation amount.

25. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and devices on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.

26. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without consent of the Department.

27. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access will be grounds for immediate unilateral cancellation of this Agreement by the Department.

28. This Agreement is governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement does not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement does not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.

29. This term of this Agreement is twenty (20) years; provided that either party may cancel this Agreement prior to the expiration of the term of this Agreement. A minimum notice period of two (2) years plus the remaining months of the Department's fiscal year shall be provided to the other party in writing. Should the Maintaining Agency provide its written notice of cancellation to the Department, the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates.

30. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except specific separate Agreements covering painted mast arm maintenance or any other aspect related to the painting of mast arms.

31. The Department reserves the right to remove select critical corridors or critical intersections from the Maintaining Agency's obligation under this Agreement. The remaining intersections and corridors would continue to be covered under this Agreement. The Department will provide a minimum of one year notice prior to take-over of maintenance of critical corridors or critical intersections.

32. The Department agrees that the Maintaining Agency must comply with State law regarding appropriations and budgets. This Agreement shall not be interpreted to conflict with State law applicable to the Maintaining Agency.

33. The Maintaining Agency shall:
    a. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Maintaining Agency during the term of the contract; and
    b. expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

34. Exhibits A, B, and C are attached and incorporated by reference.

35. This Agreement contains all the terms and conditions agreed upon by the parties.

IN WITNESS WHEREOF, the parties have caused these presents to be executed, the day and year first above written.

City of Fort Pierce, Florida
(Maintaining Agency)
By Linda Hudson
(Authorized Signature)
Print/Type Name: Linda Hudson
Title: Mayor

APPROVED AS TO FORM AND CORRECTNESS
BY: _____
City Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
By _____
(Authorized Signature)
For Print/Type Name: Courtney Drummond, P.E.
Title: Director of Operations
Regional Operations
David Ludman

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

Exhibit A

Compensation for Maintaining Traffic Signals and all other Devices for FY 2015/16 City of Fort Pierce

Effective Date: from 07/01/2015 to 06/30/2016

Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector	Uninterruptible Power Supplies (UPS)	Compensation Amount (using Unit Rates from Exhibit B)
US 1 @ Farmers Market Rd	3040.00									3040.00
US 1 @ Edwards Rd	3040.00									3040.00
US 1 @ Emil Dr.	3040.00									3040.00
US 1 @ Gardenia Ave	3040.00									3040.00
US1 @ Virginia Ave	3040.00									3040.00
US 1 @ Ohio Ave	3040.00									3040.00
US 1 @ Parkway Dr.	3040.00									3040.00
US 1 @ Georgia Ave	3040.00									3040.00
US 1 @ Delaware Ave.	3040.00									3040.00
US 1 @ Citrus Ave	3040.00									3040.00

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US1 @ Orange Ave	3040.00									3040.00
US1 @ Avenue A	3040.00									3040.00
US1 @ Avenue C	3040.00									3040.00
US1 @ Avenue D	3040.00									3040.00
US1 @ SR A1A (Seaway Drive)	3040.00									3040.00
US1 @Avenue H	3040.00									3040.00
SR 70@ Oleander Ave	3040.00									3040.00
SR 70 @Sunrise Blvd.	3040.00									3040.00
SR 70 @13th Street	3040.00									3040.00
SR 70 between 13th and 25th Street				608.00						608.00
SR 70 @ 25th Street	3040.00									3040.00
SR 70 @35th Street	3040.00									3040.00
SR70 @ Okeechobee Road	3040.00									3040.00
SR 70 @ Central Mall Ent.	3040.00									3040.00

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SR 70 @ West Mall Ent.	3040.00									3040.00
SR 70 @ McNeill Road	3040.00									3040.00
SR 70 @ Jenkins Road	3040.00									3040.00
SR 70 @ I-95 NB Off Ramp	3040.00									3040.00
SR 70 @ I-95 SB Off Ramp	3040.00									3040.00
SR 70 @ Peters Road	3040.00									3040.00
SR 70 @ Kings Highway	3040.00									3040.00
SR 68 @ 5th Street	3040.00									3040.00
SR 68 @ 7th Street	3040.00									3040.00
SR 68 @ 10th Street	3040.00									3040.00
SR 68 @ 13th Street	3040.00									3040.00
SR 68 @ 17th Street	3040.00									3040.00
SR 68 @ 25th Street	3040.00									3040.00
SR 68 @ 33rd Street	3040.00									3040.00
SR A1A @ Indian River Dr.	3040.00									3040.00

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SR A1A @ Harbor Isle Roundabout							304.00		304.00
SR A1A @ Binney Dr	3040.00								3040.00
SR A1A @ Seaway/ Ocean Roundabout							304.00		304.00
SR 615 between Virginia Ave and Okeechobee Road					738.00				738.00
SR 615 @ Okeechobee Road	3040.00								3040.00
SR 615 @ Delaware Ave.	3040.00								3040.00
SR 615 @ Avenue D	3040.00								3040.00
SR 615 @ Avenue I	3040.00								3040.00
SR 615 @ Avenue M	3040.00								3040.00
SR 615 between Ave M and Ave Q				608.00					608.00
SR 615 @ Avenue Q	3040.00								3040.00
							Total Lump Sum Amount*		$139,362.00

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*Amount paid shall be the Total Lump Sum minus any retainage or forfeiture.

I certify that the above traffic signals will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of $ 139,362.00

Maintaining Agency — Date 5/29/15

District Traffic Operations Engineer — Date 8/3/15

EXHIBIT B
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and method by which payments will be made.

2.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum (minus any retainage or forfeiture) in Exhibit A. The Maintaining Agency will receive one lump sum payment (minus any retainage or forfeiture) at the end of each fiscal year for satisfactory completion of service.

Beginning in the fiscal year 2016-17, for traffic signals which are not interconnected with telecommunications and are not monitored at a central location, the compensation amount shall be $3,131. The compensation amount for traffic signals that are interconnected with telecommunications and are monitored at a central location shall be $4,500 per signal location. These differential compensation amounts shall be in effect beginning July 1, 2016. The Table below shows the compensation amount for the various devices for fiscal years 2015-16 and 2016-17, and beyond.

Total Lump Sum (minus any retainage or forfeiture) Amount for each fiscal year is calculated by adding all of the individual intersection amounts.
Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons, and rectangular rapid flashing beacons (RRFB). School zones, crosswalks and warning sign locations shall be paid at a unit rate regardless of the number of individual beacons or poles.

Unit Compensation Rates per Intersection on the State Highway System

FY	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector	Uninterruptible Power Supplies (UPS)
2014-15*	$ 2,951		$738	$295	$738	$148	$148		
2015-16	3,040		760	608	1,064	304	304		
2016-17	3,131	4,500	783	626	1,096	313	313	100	100
2017-18	Based on the Consumer Price Index (CPI), the 2016-17 compensation amounts will be revised upwards.								
2018-19	Based on the CPI, the 2017-18 compensation amounts will be revised upwards.								
2019-20	Based on the CPI, the 2018-19 compensation amounts will be revised upwards.								

*Compensation pro-rata based on intersection approaches or legs on State Highway System.

Based on the Consumer Price Index (CPI), the Unit Rate for the following fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, if CPI is negative, there shall be no reduction from the previous year's compensation.

3.0 PAYMENT PROCESSING

The Maintaining Agency shall invoice the Department in a format acceptable to the Department, on an annual basis for the reimbursement costs incurred by the Maintaining Agency for the previous year prior to June 30th of each year . For example, the Maintaining Agency shall submit its invoice for the previous year beginning July 1, 2015 through June 30, 2016 no later than June 30, 2016.

EXHIBIT C

TRAFFIC SIGNAL MAST ARM CHECKLIST

Traffic Signal Mast Arm Checklist

- Foundation, including condition of grout pad if present
- Anchor bolts and nuts
- Base plate
- Base plate connection to vertical member
- Hand hole and hand hole covers and inside of vertical member by removing hand hole covers
- Connections between vertical and horizontal members
- Any member splices
- Attachments
- Member caps

ECONOLITE and PTV GROUP are now united under the brand Umovity
Umovity.com
Mobility for Humanity

Econolite Systems, Inc., a California corporation, 1250 N. Tustin Ave., Anaheim, CA 92807. Registered Agent: CT Corporation Services.

Information on how we process your personal data can be found in the Privacy Policy at https://www.econolite.com/privacy-policy/.
The information transmitted by this email is intended only for the person or entity to which it is addressed. This email may contain proprietary, business-confidential and/or privileged material. If you are not the intended recipient of this message, unauthorized review, use, disclosure, or distribution is prohibited. If you received this in error, please contact the sender and destroy all copies of the original message.

From: De La Torre, Xavier <Xavier.DeLaTorre@dot.state.fl.us>
Sent: Tuesday, February 25, 2025 11:28 AM
To: Frank Stock <FStock@econolite.com>; Marino, Richard <rmarino@cityoffortpierce.com>; Liu, Yue <Yue.Liu@kimley-horn.com>
Cc: Mitchell, Tatiana <Tatiana.Mitchell@dot.state.fl.us>; Persad, Anya <Anya.Persad@dot.state.fl.us>; Hall, Kelley <Kelley.Hall@dot.state.fl.us>; TTelle <ttelle@cityoffortpierce.com>; James Fore <jfore@econolite.com>; St.Fort, Patrick <Patrick.St.Fort@dot.state.fl.us>; Amiri, Sepehr <Sepehr.Amiri@dot.state.fl.us>
Subject: RE: TSMA 94M002 Report

Good afternoon Frank,

We do not have shop drawings of the structure 94M002 in our records. But the new structure should be designed using latest FDOT Standard Plans and Structures Design Guidelines.

Please find attached a field measurement done by our in-house inspection crew for the base plate bolts and the latest inspection report from December 2024 where valuable information is found regarding the horizontal arm and vertical pole lengths.

Please be aware that contractor and shop fabricator are responsible for up-to-date field measurements before commencing any design/work inside FDOT ROW.

If you have any question or concern, please let me know.

Best Regards,

FDOT'S RESPONSE

Xavier de la Torre, P.E.
Engineering Section Manager
In-House Consultant, FDOT District 4
Structures Maintenance
3400 West Commercial Boulevard
Fort Lauderdale, FL 33309-3421
Phone: (954) 777-4678
Email: xavier.delatorre@dot.state.fl.us

District Four
FDOT
DMO
District Maintenance Office

Yue Liu, P.E., PTOE
Kimley-Horn | 8201 Peters Road, Suite 2200, Plantation, FL 33324
Direct: 954 526 1861

From: Richard Marino <rmarino@cityoffortpierce.com>
Sent: Wednesday, February 26, 2025 5:28 AM
To: Frank Stock <FStock@econolite.com>; De La Torre, Xavier <Xavier.DeLaTorre@dot.state.fl.us>; Liu, Yue <Yue.Liu@kimley-horn.com>
Cc: Mitchell, Tatiana <Tatiana.Mitchell@dot.state.fl.us>; Persad, Anya <Anya.Persad@dot.state.fl.us>; Hall, Kelley <Kelley.Hall@dot.state.fl.us>; Tracy Telle <ttelle@cityoffortpierce.com>; James Fore <jfore@econolite.com>; St.Fort, Patrick <Patrick.St.Fort@dot.state.fl.us>; Amiri, Sepehr <Sepehr.Amiri@dot.state.fl.us>
Subject: RE: TSMA 94M002 Report

Good morning all.

I looked at all our Traffic As-builts / shop drawing and A1A & Binney Dr I did not fine. FDOT might have the shop drawings.

Thanks

From: Frank Stock <FStock@econolite.com>
Sent: Tuesday, February 25, 2025 2:28 PM
To: De La Torre, Xavier <Xavier.DeLaTorre@dot.state.fl.us>; Richard Marino <rmarino@cityoffortpierce.com>; Liu, Yue <Yue.Liu@kimley-horn.com>
Cc: Mitchell, Tatiana <Tatiana.Mitchell@dot.state.fl.us>; Persad, Anya <Anya.Persad@dot.state.fl.us>; Hall, Kelley <Kelley.Hall@dot.state.fl.us>; Tracy Telle <ttelle@cityoffortpierce.com>; James Fore <jfore@econolite.com>; St.Fort, Patrick <Patrick.St.Fort@dot.state.fl.us>; Amiri, Sepehr <Sepehr.Amiri@dot.state.fl.us>
Subject: RE: TSMA 94M002 Report

SECURITY WARNING: This email has been generated from external sources and is not affiliated with the City of Fort Pierce systems. Exercise caution while clicking on links or opening attachments. If you have any questions or concerns, please reach out to the IT department promptly.
Gerelco looked this over and told me

"I will need either a mastarm assembly designation or shop drawings from the time the project was originally constructed to obtain pricing from ANY manufactures. Without this information, I am not able to assist. "

Any suggestions?

ECONOLITE'S RESPONSE

Thanks,
Frank Stock

Regional Vice President - East

fstock@econolite.com

mobile: 406.220.4265

www.econolite.com

ECONOLITE SYSTEMS

SECURITY WARNING: This email has been generated from external sources and is not affiliated with the City of Fort Pierce systems. Exercise caution while clicking on links or opening attachments. If you have any questions or concerns, please reach out to the IT department promptly.

Good morning Tracy,

Are you able to provide an update on the status of procuring this contract, and a status of the repair?

FDOT TSM&O
Transportation Systems Management & Operations

Regional Transportation Management Center

2300 W. Commercial Boulevard

Fort Lauderdale, FL 33309

www.fdotd4traffic.com

Tatiana Mitchell, CSM, F.C.C.M.

TSM&O Project Coordinator

Florida Department of Transportation District 4

Office: 954-847-2796

Email: Tatiana.Mitchell@dot.state.fl.us

From: Liu, Yue <Yue.Liu@kimley-horn.com>
Sent: Tuesday, March 4, 2025 12:33 PM
To: TTelle <ttelle@cityoffortpierce.com>; Marino, Richard <rmarino@cityoffortpierce.com>
Cc: Mitchell, Tatiana <Tatiana.Mitchell@dot.state.fl.us>; Persad, Anya <Anya.Persad@dot.state.fl.us>; Hall, Kelley <Kelley.Hall@dot.state.fl.us>; St.Fort, Patrick <Patrick.St.Fort@dot.state.fl.us>; Amiri, Sepehr <Sepehr.Amiri@dot.state.fl.us>; De La Torre, Xavier <Xavier.DeLaTorre@dot.state.fl.us>; John Andrews <jandrews@cityoffortpierce.com>
Subject: RE: TSMA 94M002 Report

Hi Tracy,

I would recommend the City directly reach out to AUM Construction contact since the quote was from last summer and might be outdated. Please keep us posted with the progress.

As a reminder, please document all the invoices, photos, etc., so we can process the reimbursement after the replacement completes.

Thanks,
Yue

AUM CONSTRUCTION, INC.

8900 NW 119th St, Hialeah Gardens, FL 33018
Phone: 305-456-4848. Fax: 786-558-7422

Thursday, July 24, 2025

Tracy S Telle, Engineering Manager
City of Fort Perce
Engineering Department
100 North US1, Fort Pierce, Fl 34950
(772) 467 3776

Reference: Mast Arm Replacement at SR A1A & Binney Drive, FDOT Structure ID # 94M002

Tracy,

Below please find our quote for Mast Arm Replacement for the FDOT Structure ID 94M002

Our proposal includes the following items:

- One (1) Complete Mast Arm.
- Two (2) Three Sections Traffic Signal F&I.
- One (1) Illuminated Sign F&I.
- One (1) Side Pedestrian Signal Head and Brackets F&I.
- One (1) Push Button F&I
- One (1) Push Button Sign F&I.
- One (1) Reinstall overhead camera with new cable F&I
- Soft dig not to exceed five (5) feet around the existing drilled shaft foundation.
- Remove sidewalk around the drilled shaft to bring the upright baseplate connection to the proper elevation.
- Remove and Replace Two (2) electrical pull boxes embedded in the sidewalk.
- Pour concrete sidewalk with FDOT concrete mix.
- Maintenance of Traffic MOT
- Crew to perform County Final Inspection.

Lump Sum Price: Seventy-Nine Thousand Five Hundred and Thirty-nine dollars $79,539.00

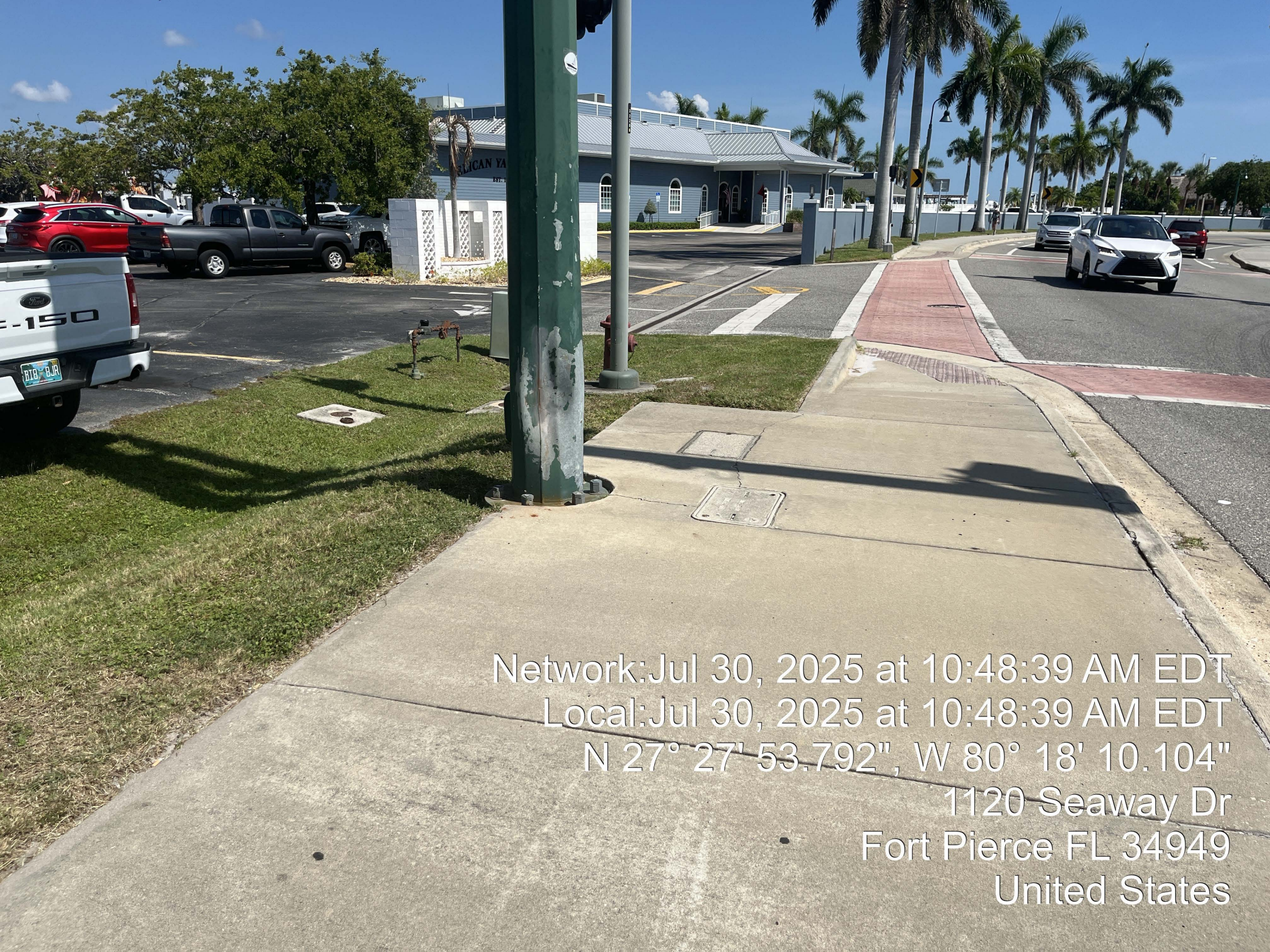
General Notes:

1. If spalls or foundation damage are found, the cost of the repair using high-strength concrete is not included in this estimate since the magnitude of the potential repairs are unknow at this time.
2. Off duty police officer not included.

Sincerely,

Jesus Valderrama, MSEng, CGC
AUM Construction, Inc.
8900 NW 119 ST
Hialeah Gardens, FL 33018
jesus@auminc.us
Office 305-456-4848
Mobile 305-922-4239
www.aumconstructioninc.com


BINNEY DR
SEAWAY DR
Network:Jul 30, 2025 at 10:48:22 AM EDT
Local:Jul 30, 2025 at 10:48:22 AM EDT
N 27° 27' 53.792", W 80° 18' 10.104"
1120 Seaway Dr
Fort Pierce FL 34949
United States


Network:Jul 30, 2025 at 10:48:39 AM EDT
Local:Jul 30, 2025 at 10:48:39 AM EDT
N 27° 27' 53.792", W 80° 18' 10.104"
1120 Seaway Dr
Fort Pierce FL 34949
United States


Network:Jul 30, 2025 at 10:48:48 AM EDT
Local:Jul 30, 2025 at 10:48:48 AM EDT
N 27° 27' 53.792", W 80° 18' 10.104"
1120 Seaway Dr
Fort Pierce FL 34949
United States


BINNEY DR
SEAWAY DR
RAM 1500
Network:Jul 30, 2025 at 10:49:22 AM EDT
Local:Jul 30, 2025 at 10:49:22 AM EDT
N 27° 27' 53.792", W 80° 18' 10.104"
1120 Seaway Dr
Fort Pierce FL 34949
United States

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

Meeting Date: 09/02/2025

Re: Approval of Construction Contract Pav-Co Contracting, Inc - Surfside Neighborhood Roadway Improvement, Bid No. 2025-014

Submitted For: Latonya Hubbard, Purchasing Agent, Finance Department

---

SUBJECT:

Approval of construction contract with Pav-Co Contracting, Inc. for Surfside Neighborhood Roadway Improvement Phase II, Bid No. 2025-014, in the amount of $3,469,267.18.

SUMMARY:

On May 19, 2025, during the City Commission meeting, the Commission awarded Bid No. 2025-014 for the Surfside Neighborhood Roadway Improvement Phase II. The total cost for the project is $3,469,267.18.

The contract includes the construction drawings and the following streets identified for Phase II drainage improvements under this project: Melaleuca, Plower, Pelican, Walnut, Eucalyptus, Cypress and Sunset Isles. The project proposed roadway improvements to include drainage improvements, water and sewer installation, utility adjustments and roadway restoration. Improvements will include valley gutters constructed on both sides of the roadway, restoration, elimination of the remaining roadside swale by regrading, driveway replacement, milling and resurfacing.

RECOMMENDATION:

Staff recommends approval.

ALTERNATIVES:

Staff will proceed as directed by the Commission.

RESPONSIBLE STAFF:

Engineering Department

COORDINATED WITH:

Purchasing
City Attorney's Office

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	2025/2026
Account:	403-4300-563200
Amount:	$3,469,267.18

OTHER INFORMATION:

Funding for this project will be funded from Stormwater Management Utility Account

Attachments

Agreement
City Attorney Memo
Agenda Item # 11.d

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	08/18/2025 04:47 PM
City Manager	Richard Chess	08/19/2025 04:38 PM
Form Started By: Latonya Hubbard		Started On: 07/29/2025 11:32 AM
Final Approval Date: 08/19/2025		

UNIT PRICE CONSTRUCTION

FOR

SURFSIDE NEIGHBORHOOD ROADWAY IMPROVEMENTS PHASE II

CITY OF FORT PIERCE BID NO. 2025-014

Prepared by:

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

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AGREEMENT

THIS AGREEMENT (hereinafter the "Agreement" or "Contract") entered into this _____day of _____, 2025 by and between the **CITY OF FORT PIERCE, FLORIDA**, a municipal corporation (hereinafter the "CITY"), and **PAV-CO CONTRACTING, INC. a LIMITED LIABILTY** corporation, with its principal address at **P.O. Box 2499, Hobe Sound, FL 33475** (hereinafter "CONTRACTOR").

WITNESSETH:

WHEREAS, the CITY wishes to contract for the project identified as **Surfside Neighborhood Roadway Improvements Phase II, Bid No. 2025-014, Fort Pierce, Florida**, and

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

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

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

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

ARTICLE 1
DOCUMENTS INCORPORATED BY REFERENCE

This Contract includes drainage installation, watermain installation, utility adjustments and roadway restoration. The Contract includes the construction drawings and the following:

1. Exhibit "A" - Invitation to Bid No. 2025-014
2. Exhibit "B" - Instructions to Bidders
3. Exhibit "C" - Technical Specifications – Grading, Paving & Drainage
4. Exhibit "D" - Technical Specifications – Potable Water & Sanitary Sewer - FPUA
5. Exhibit "E" - Bid Forms
6. Exhibit "F" - General Conditions

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

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

ARTICLE 2
REPRESENTATIONS OF THE CONTRACTOR

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

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

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

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

ARTICLE 3
INTENT AND INTERPRETATION

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 4
CONTRACTOR'S PERFORMANCE

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

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

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

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

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

ARTICLE 5
TIME FOR CONTRACTOR'S PERFORMANCE; DELAYS

5(A) The CONTRACTOR shall commence the performance of this Contract on the date set forth in the Notice to Proceed issued by the City Engineer and shall diligently continue its performance to and until Completion of the Project. **The CONTRACTOR shall accomplish Substantial Completion within ninety (180) calendar days and Final Completion in one hundred (210) calendar days as specified on the Notice to Proceed (sometimes hereinafter referred to as the "Contract Time").** By signing this Contract, the CONTRACTOR agrees that the Contract Time is a reasonable time for accomplishing Completion of the Project. There will be no monetary early completion incentive. The CONTRACTOR shall submit its initial progress schedule in accordance with Exhibit "F", "General Conditions."

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

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

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

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

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

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

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

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

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

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

ARTICLE 6
CONTRACT PRICE AND CONTRACT PAYMENTS

6(A) **Based on Engineering Construction Drawings and Specifications, identified as Bid No. 2025-014, Surfside Neighborhood Roadway Improvements Phase II, all of which are hereby incorporated herein by reference and made a part hereof, the CONTRACTOR shall provide all labor and materials required to complete construction as prescribed in the aforementioned Drawings and Specifications, for the sum not to exceed: $ 3,469,267.18 – Three million four hundred sixty-nine thousand two hundred sixty-seven dollars and eighteen cents, (hereinafter the "Contract Amount" or "Contract Price")**

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

6(C) Upon receipt of a proper Payment Request, the City shall make payment within twenty (20) business days. If there is a dispute as to the Payment Request, the City shall notify the CONTRACTOR in writing, commence the dispute resolution within thirty (30) days, and conclude the final decision within forty-five (45) days. Said Payment Request shall be in such format and include whatever supporting information as may be required by the City Engineer or

his designee.

Therein, the CONTRACTOR may request payment for ninety-five percent (95%) of that part of the Contract Amount allocable to Contract requirements properly provided, labor, materials, and equipment properly incorporated in the Project, and materials or equipment necessary for the Project and properly stored at the Project site, or elsewhere if offsite storage is approved in writing by the City Engineer, less the total amount of previous payments received from the CITY. Payment for materials stored offsite shall be at the discretion of the CITY and if approved, the CONTRACTOR shall provide appropriate documentation to substantiate materials are stored in a bonded warehouse or facility, title or other proof of ownership has been transferred to the CITY, and that materials have been purchased and paid for by the CONTRACTOR. Copies of paid invoices must be submitted to the City Engineer with Payment Request. Risk of loss shall be borne by, and insurance must be provided by the CONTRACTOR while in storage and in transit. Hard cost of Builders Risk Insurance to be paid by CONTRACTOR and such cost is not subject to CONTRACTOR's fee.

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

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

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

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

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

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

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

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

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

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

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

Upon Substantial Completion, the CITY shall pay the CONTRACTOR an amount sufficient to

increase total payments to the CONTRACTOR to one hundred percent (100%) of the Contract Amount less any amounts attributable to damages, and less one hundred fifty percent (150%) of the costs, as reasonably determined by the CITY for completing all incomplete Work, correcting, and bringing into conformance all defective and nonconforming Work, and handling any outstanding or threatened claims. Such a calculation by the City Engineer of costs for completing all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, and handling any outstanding or threatened claims shall not bar the CITY from exercise of its rights elsewhere herein, in Article 16 below, or otherwise as provided by law for any incomplete, defective, or nonconforming Work or claims which are discovered by the CITY after the date of making such calculation or after the date of any partial or final payment, whether or not such incomplete, defective or nonconforming Work or claims were obvious or should have been discovered earlier.

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

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

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

ARTICLE 7
INFORMATION AND MATERIAL SUPPLIED BY THE CITY

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

7(A)(ii)(a) Differing Site Conditions: The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the City Engineer in writing of : (1) subsurface or latent physical conditions at the site differing materially from those indicated in the contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in Work of the character provided for in this contract. The City Engineer or his designee shall investigate the conditions, and if it is discovered that such conditions do materially so differ and cause

an increase or decrease in the CONTRACTOR's cost of, or the time required for, performance of any part of the Work under this Contract, whether or not changed as a result of such conditions, an adjustment shall be made, through negotiation and mutual agreement, and the contract modified in writing accordingly.

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

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

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

7(C) The City Manager and the City Engineer or his designee shall be the sole authorized representatives of the CITY. Other than in matters of public safety or in time of natural disaster or crisis, the CONTRACTOR shall not take direction or act upon information from any City personnel other than the City's authorized representative(s). This provision shall in no way limit the authority of the Procurement Director as described herein or of the City Attorney's Office or Building Department.

ARTICLE 8
CEASE AND DESIST ORDER OWNER'S RIGHT TO PERFORM WORK

8(A) In the event the CONTRACTOR fails or refuses to perform the Work, or any separable part thereof, as required herein, or with the diligence that will ensure its proper, timely completion in accordance with the Contract Documents, the City Engineer may instruct the CONTRACTOR, by written notice, to cease and desist further Work, in whole or in part, or to correct deficient Work. Upon receipt of such instruction, the CONTRACTOR shall immediately cease and desist, or proceed, as instructed by the CITY. In the event the City Engineer issues such instructions to cease and desist, the CONTRACTOR must, within seven (7) calendar days of receipt of the City Engineer's instructions, provide a written, verified plan to eliminate or correct the cause of the City Engineer's order, which plan appears to the City Engineer to be reasonable, actually attainable and in good faith. In the event that the CONTRACTOR fails and/or refuses to provide such a plan or diligently execute an approved plan, then the CITY shall have the right, but not the obligation, to subcontract the Work, or any portion thereof, with its own forces, or with the forces of another contractor, and the CONTRACTOR shall be fully responsible and liable for the costs of the CITY performing such Work, which costs may be withheld from amounts due to the CONTRACTOR from the CITY. The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies the CITY may have against the CONTRACTOR.

If Work completed by the CITY or other contractors affects, relates to, is to be attached onto or extended by later Work of the CONTRACTOR, the CONTRACTOR shall, prior to proceeding with the later Work, and to the extent visible, report any apparent defects or variance from the Contract requirements which would render the CONTRACTOR's later Work not in compliance with the Contract requirements or defective or not in compliance with warranties or other obligations of the CONTRACTOR hereunder.

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

ARTICLE 9
DUTIES, OBLIGATIONS, AND RESPONSIBILITIES OF THE CONTRACTOR

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

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

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

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

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

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

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

NAME	FUNCTION
JAMES GREER	OPERATIONS MANAGER / PM

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

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

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

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

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

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

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

9(K) At all times relevant to this Contract, the CONTRACTOR shall permit the CITY and its

consultants to enter upon the Project site and any offsite lay down areas, and to review or inspect the Work and any materials on any such site, without formality or other procedure.

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

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

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

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

ARTICLE 10
INDEMNITY

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

10(A) CONTRACTOR shall indemnify and hold harmless, to the maximum extent permitted by law, CITY and its officers and employees, from and against any and all liability, damages, losses, (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent, or groundless), and costs (including

reasonable attorney fees, litigation, arbitration, mediation, and appeal expenses) to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employed by or utilized by the CONTRACTOR in CONTRACTOR's performance of this Agreement.

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

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

ARTICLE 11
CLAIMS BY THE CONTRACTOR

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

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

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

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

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

11(E) In connection with any claim by the CONTRACTOR against the CITY for compensation

in excess of the Contract Amount, any liability of the CITY for the CONTRACTOR's cost shall be limited to those cost categories set forth in Article 13(E) below.

ARTICLE 12
SUBCONTRACTORS

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

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

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

ARTICLE 13
CHANGE ORDERS

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

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

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

b. The price breakdown:

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

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

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

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

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

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

(2) If no mutual agreement occurs between the CITY and the CONTRACTOR, the change in the Contract Amount, if any, shall be derived by determining the reasonable actual costs incurred or savings achieved, resulting from revisions in the Work. Such reasonable actual costs or savings shall include a component for direct job site overhead and profit but shall not include home-office overhead or other indirect costs or components. The calculation of actual costs shall conform to the markup schedule in Article 13(E) below. Any such costs or savings shall be documented in the format and with such content and detail as the CITY requires.

The CONTRACTOR shall promptly submit such documentation and other backup as the CITY

may require in evaluating the actual costs incurred.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 14
DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK

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

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

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

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

14(E) The City Engineer may, but shall in no event be required to, choose to accept defective or nonconforming Work. In such event, the Contract Amount shall be reduced by the greater of: (1) the reasonable costs of removing and correcting the defective or nonconforming Work plus 150% of costs, or (2) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Amount, if any, is sufficient to compensate the CITY for the acceptance of defective or nonconforming Work, the CONTRACTOR shall, upon written demand from the CITY, pay the CITY such remaining compensation for accepting defective or nonconforming Work. The CONTRACTOR shall have an opportunity to correct any defect or non-conformance prior to the CITY taking the above actions. The contractor, upon written notice of

any defect or non-conformance, shall have ten (10) calendar days to make corrections, unless the City Engineer agrees that the correction will require more than ten (10) calendar days to correct and agrees, in writing, to correct the defect or non-conformance.

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

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

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

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

(2) preserving and protecting Work in place; and

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

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

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

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

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

ARTICLE 16
TERMINATION BY THE CITY

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

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

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

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

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

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

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

(c) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subarticle (A) of

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

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

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

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

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

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

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

ARTICLE 17
INSURANCE

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

17(A)(1) Evidence of Insurance

CONTRACTOR shall, at its own expense, procure and maintain throughout the term of this Contract, with insurers acceptable to the CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein. CONTRACTOR shall not commence Work until the required insurance is in force and evidence of insurance acceptable to the CITY has been provided to, and approved by, the CITY. The CITY at all times reserves the right to request such additional documentation and evidence of insurance as in its sole discretion it may require and the CONTRACTOR hereby agrees to provide same. With respect to the Workers' Compensation/Employer's Liability Insurance, and Business Auto Liability Insurance, an appropriate Certificate of Insurance (which identifies the Project), and a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies), signed by an authorized representative of the insurer(s) shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, Watercraft Liability and Pollution Liability Insurance an appropriate Certificate of Insurance (which identifies the Project) signed by an authorized representative of the insurer, and copies of the actual additional insured and notice of cancellation endorsements as issued on the policy(ies), shall be satisfactory evidence of such insurance. With respect to Property Insurance, a fully completed Evidence of Commercial Property Insurance (ACORD Form 28) signed by an authorized representative of the insurance, a copy of the notice of cancellation endorsement and a copy of the waiver of subrogation endorsement shall be satisfactory evidence of such insurance. All endorsements shall be properly completed and signed by an authorized representative of the insurer providing the coverage and shall indicate the policy number.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Each Occurrence $2,000,000

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

17(A)(4) Automobile Liability Insurance.

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

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

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

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

17(A)(5) Watercraft Liability

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

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

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

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

Each Occurrence/Annual Aggregate $2,000,000

17(A)(6) Pollution Legal Liability

Pollution Legal Insurance shall cover CONTRACTOR for liability resulting from pollution or

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

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

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

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

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

The CITY and the CITY's members, officials, officers, and employees shall be included as an "Additional Insureds" on the policy.

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

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

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

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

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

17(A)(8) General Conditions

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

shall be in excess of, and shall not contribute with, the insurance provided by CONTRACTOR.

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

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

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

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

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

ARTICLE 18
PERFORMANCE AND PAYMENT BONDS

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

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

(1) Ratings by A.M. Best

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

(2) Circular 570

In addition to meeting the requirements of paragraph (1) above, the surety shall also comply with the United State of the Treasury Circular 570, Revised 2024 requirements as set forth in this paragraph (2). The surety shall maintain a current certificate of authority as an acceptable surety on Federal Bonds in accordance with U.S. Department of Treasury Circular 570, Revised 2024. If the amount of the bond exceeds the underwriting limitations set forth in the Circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the Circular and the excess risk must be protected by co-insurance, reinsurance, or other methods in accordance United States Department of Treasury with Treasury Circular 297, revised September 1, 1978 implemented at 31CFR Part 223. Further the surety company shall provide the CITY with evidence satisfactory to the CITY, that such excess risk has been protected in an acceptable manner.

(c) ADDITIONAL OR REPLACEMENT BOND: It is further mutually agreed between the parties hereto that if, at any time, the CITY shall deem the surety or sureties upon any bond to be unsatisfactory, or if for any reason, such bond (because of increases in the Work or otherwise) ceases to be adequate, the CONTRACTOR shall, at their expense within five (5) days after the receipt of notice from the CITY to do so, furnish an additional or replacement bond or bonds in such form, amount, and with such surety or sureties as shall be satisfactory to the CITY. In such event, no further payments to the CONTRACTOR shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the CITY.

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

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

(2) Each surety shall be jointly and several liable for the full amount of the bond required.

(e) FLORIDA AGENT: The surety company shall have a Florida agent whose name shall be listed in the prescribed space on the forms provided by the CITY for all bonds required by the CITY.

ARTICLE 19
PROJECT RECORDS

All documents relating in any manner whatsoever to the Project, or any designated portion thereof,

which are in the possession of the CONTRACTOR, or any subcontractor of the CONTRACTOR, shall be made available to the CITY and/or their consultants for inspection and copying upon written request by the CITY. Furthermore, said documents shall be made available, upon request by the CITY, to any state, federal or other regulatory authority and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project, its design, and its construction. Said records expressly include those documents reflecting the cost of construction to the CONTRACTOR. The CONTRACTOR shall maintain and protect these documents for no less than three (3) years after Completion of the Project, or for any longer period of time as may be required by law or good construction practice. The CONTRACTOR further agrees to include these provisions in any subcontracts issued by The CONTRACTOR in connection with this Agreement.

ARTICLE 20
APPLICABLE LAW

The laws of the State of Florida shall govern this Agreement. In any litigation arising under this Agreement, the parties agree to a waiver of the right to a trial before a jury, and all such litigation shall be litigated only in a non-jury trial in St. Lucie County, Florida.

ARTICLE 21
SUCCESSORS AND ASSIGNS

Each party binds itself, its successors, assigns, executors, administrators, or other representatives to the other party hereto and to successors, assigns, executors, administrators, or other representatives of such other party in connection with all terms and conditions of this Contract. The CONTRACTOR shall not assign this Contract without prior written consent of the CITY.

ARTICLE 22
MISCELLANEOUS PROVISIONS

22(A) Compliance By CONTRACTOR: Nondiscrimination

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

22(B) Drug-Free Workplace

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

22(C) State and Local Taxes

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

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

22(D) Gratuities and Kickbacks

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

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

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

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

Copies to:
City Attorney
City Manager

CONTRACTOR:
William Carpino, Vice President
Pav-Co Contracting, Inc.
PO Box 2499
Hobe Sound, FL 33475
Phone: 772-286-7385

ARTICLE 23
ENTIRE AGREEMENT

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

ARTICLE 24
SEVERABILITY

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

ARTICLE 25
WAIVER

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

ARTICLE 26
E-VERIFY

All requirements of Section 448.095, Florida Statutes, shall be complied with by CONTRACTOR. In accordance with, Section 448.095, Florida Statutes, CONTRACTOR shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract. If CONTRACTOR enters into a contract with a subcontractor performing work or providing services on its behalf, CONTRACTOR shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

CONTRACTOR shall, upon request, provide evidence of compliance with this provision to the CITY. An agreement terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the CITY terminates this Agreement with a CONTRACTOR, the

CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated. CONTRACTOR is liable for any additional costs incurred by the CITY as a result of the termination of this Agreement under Section 448.095, Florida Statutes.

ARTICLE 27
SOVEREIGN IMMUNITY

Nothing contained in this Contract shall be deemed or otherwise interpreted as waiving the City's Sovereign Immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

ARTICLE 28
PUBLIC RECORDS

The CITY strictly adheres to all statutes, court decisions and the opinions of the Florida Attorney General with respect to disclosure of public information under Chapter 119, Florida Statutes, CONTRACTOR shall comply with all public records laws, specifically to:

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

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

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if CONTRACTOR does not transfer the records to the CITY.

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE

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

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

WITNESSETH:

Jane L. Jones
Print Name

Jane L. Jones
Signature

Print name

Signature

CONTRACTOR:

Pavco Contracting, Inc
By: W. Campos
Title: V.P.

Federal Tax ID No. 59-2754935

ATTEST:

Linda Cox, City Clerk

CITY OF FORT PIERCE

Linda Hudson, Mayor

Date

APPROVED AS TO FORM AND CORRECTNESS:

Sara Hedges, City Attorney

EXHIBIT "E"
SECTION 016

BID RESPONSE FORM

SURFSIDE NEIGHBORHOOD ROADWAY IMPROVEMENTS PHASE II

SUNSET ISLE ROAD

ITEM NO.	DESCRIPTION	UNIT MEASURE	EST. QUAN.	UNIT PRICE	AMOUNT
101-1D	MOBILIZATION / DEMOBILIZATION	LS	1	$	$ 15675
102-1D	MAINTENANCE OF TRAFFIC	LS	1	$	$ 5000.00
	MATERIAL TESTING	LS	1	$	$ 2750.00
104-2D	PREVENTION, CONTROL & ABATEMENT OF EROSION AND WATER POLLUTION	LS	1	$	$ 3900.00
108-1D	CONSTRUCTION LAYOUT/RECORD DRAWINGS	LS	1	$	$ 30,000
110-1-1D	STANDARD CLEARING & GRUBBING	LS	1	$	$ 18,000
110-7-1D	MAILBOX (F&I)	EA	5	$ 300	$ 1500
110-7-2D	MAILBOX (REMOVE & RESET)	EA	7	$ 150	$ 1050
120-1D	REGULAR EXCAVATION / EMBANKMENT	LS	1	$	$ 7500
285-7-01D	OPTIONAL BASE GROUP (4" COQUINA)	SY	315	$ 30	$ 9450
327-70-1D	MILLING EXISTING ASPHALT PAVEMENT (1" AVERAGE DEPTH)	SY	1325	$ 3.25	$ 4306.25
334-1-131D	SUPERPAVE ASPHALTIC CONCRETE (TYPE SP-9.5) (TRAFFIC C) (1")	TN	77	$ 175	$ 13,475.00
334-1-132D	SUPERPAVE ASPHALTIC CONCRETE (TYPE B-12.5) (TRAFFIC) (10.5")	TN	10	$ 300	$ 3000.00
334-1-133D	SUPERPAVE ASPHALTIC CONCRETE (TYPE SP-12.5 OVERBUILD) (TRAFFIC C)	TN	91	$ 204.50	$ 18609.50
425-5D	MANHOLE (ADJUST)	EA	2	$ 2440	$ 4880
425-6D	VALVE BOXES (ADJUST)	EA	5	$ 2000	$ 10,000

431-1-118D	PIPE LINER, CURED IN PLACE (18")	LF	300	$ 173	$ 51,900.00
520-3D	VALLEY GUTTER - CONCRETE	LF	1011	$ 24.20	$ 24,466.20
522-21D	DRIVEWAY APRON CONCRETE (6" THICK w/ FIBER MESH) (3,000 PSI MIN.)	SY	313	$ 103	$ 32,239
				SUBTOTAL THIS PAGE (00300-1)	$ 257,700.95

ITEM NO.	DESCRIPTION	UNIT MEASURE	EST. QUAN.	UNIT PRICE	AMOUNT
522-24D	DRIVEWAY APRON w/ BRICK PAVER (6" THICK w/ FIBER MESH) (3,000 PSI MIN.)	SY	36	$ 236	$ 8496.00
522-26D	DRIVEWAY APRON w/ TRAVERTINE (6" THICK w/ FIBER MESH) (3,000 PSI MIN.)	SY	46	$ 236	$ 10,856.00
570-1-2AD	PERFORMANCE TURF SOD (BERMUDA)	SY	905	$ 7	$ 6335.00
570-1-2BD	PERFORMANCE TURF SOD (FLORATAM)	SY	765	$ 7	$ 5355.00
711-11-125D	THERMOPLASTIC TRAFFIC STRIPING (WHITE) (24")	LF	11	$ 20	$ 220.00
711-15-201D	THERMOPLASTIC TRAFFIC STRIPING (YELLOW) (6")	LF	100	$ 4.75	$ 475.00
				SUBTOTAL THIS PAGE (00300-2)	$ 31,737

CYPRESS AVENUE

ITEM NO.	DESCRIPTION	UNIT MEASURE	EST. QUAN.	UNIT PRICE	AMOUNT
101-1E	MOBILIZATION / DEMOBILIZATION	LS	1	$	$ 30,845.00
102-1E	MAINTENANCE OF TRAFFIC	LS	1	$	$ 7500.00
	MATERIAL TESTING	LS	1	$	$ 3900.00
104-2E	PREVENTION, CONTROL & ABATEMENT OF EROSION AND WATER POLLUTION	LS	1	$	$ 10,255.00
108-1E	CONSTRUCTION LAYOUT/RECORD DRAWINGS	LS	1	$	$ 30,000
110-1-1E	STANDARD CLEARING & GRUBBING	LS	1	$	$ 26,345.00
110-7-1E	MAILBOX (F&I)	EA	5	$ 300	$ 1500.00
110-7-2E	MAILBOX (REMOVE & RESET)	EA	20	$ 150	$ 3000.00
120-1E	REGULAR EXCAVATION / EMBANKMENT	LS	1	$	$ 7500.00
285-7-01E	OPTIONAL BASE GROUP (4" COQUINA)	SY	429	$ 30	$ 12,870.00
327-70-1E	MILLING EXISTING ASPHALT PAVEMENT (1" AVERAGE DEPTH)	SY	1720	$ 3.25	$ 5590.00
334-1-131E	SUPERPAVE ASPHALTIC CONCRETE (TYPE SP-9.5) (TRAFFIC C) (1")	TN	99	$ 175	$ 17,325.00
334-1-132E	SUPERPAVE ASPHALTIC CONCRETE (TYPE B-12.5) (TRAFFIC) (10.5")	TN	86	$ 300	$ 25,800.00
334-1-133E	SUPERPAVE ASPHALTIC CONCRETE (TYPE SP-12.5 OVERBUILD) (TRAFFIC C)	TN	152	$ 204.50	$ 31,084.00
425-1-521E	INLET – DRAINAGE (DITCH BOTTOM TYPE 'C')	EA	2	$ 4100	$ 8200.00
425-1-521BE	INLET – DRAINAGE (DITCH BOTTOM TYPE 'C' w/ ALT. A BOTTOM)	EA	1	$ 6600	$ 6600.00

425-1-70E	INLET – DRAINAGE (VALLEY GUTTER w/ P-BOTTOM)	EA	4	$ 6000	$ 24,000.00
425-2-61E	MANHOLE - DRAINAGE (P-8) (<10')	EA	2	$ 5728	$ 11,456.00
425-5E	MANHOLE (ADJUST)	EA	3	$ 2440	$ 7320.00
			SUBTOTAL THIS PAGE (00300-3)		$ 271,090
ITEM NO.	**DESCRIPTION**	**UNIT MEASURE**	**EST. QUAN.**	**UNIT PRICE**	**AMOUNT**
425-6E	VALVE BOXES (ADJUST)	EA	2	$ 1735	$ 3470.00
430-175-115E	CONCRETE PIPE CULVERT (ROUND) (15")	LF	420	$ 87	$ 36540.00
430-175-118E	CONCRETE PIPE CULVERT (ROUND) (18")	LF	191	$ 105	$ 20,055.20
443-70-4E	FRENCH DRAIN, 18" RCP	LF	167	$ 212	$ 35,404
520-3E	VALLEY GUTTER - CONCRETE	LF	1600	$ 24.20	$ 38,720
522-1E	CONCRETE SIDEWALK (4" THICK)	SY	6	$ 75	$ 450
522-21E	DRIVEWAY APRON CONCRETE (6" THICK w/ FIBER MESH) (3,000 PSI MIN.)	SY	771	$ 103	$ 79,413
522-22E	DRIVEWAY APRON w/ PAINTED CONCRETE (6" THICK w/ FIBER MESH) (3,000 PSI MIN.)	SY	161	$ 142	$ 22,862
522-23E	DRIVEWAY APRON w/ SEALED CONCRETE (6" THICK w/ FIBER MESH) (3,000 PSI MIN.)	SY	47	$ 142	$ 6674
570-1-2AE	PERFORMANCE TURF SOD (BERMUDA)	SY	1433	$ 7	$ 10,031
570-1-2BE	PERFORMANCE TURF SOD (FLORATAM)	SY	647	$ 7	$ 4529
711-11-125E	THERMOPLASTIC TRAFFIC STRIPING (WHITE) (24")	LF	22	$ 20	$ 440
711-15-201E	THERMOPLASTIC TRAFFIC STRIPING (YELLOW) (6")	LF	200	$ 4.75	$ 950
1050-31-206E	PVC WATER MAIN (6") (F&I)	LF	36	$ 225	$ 8100

1080-15E	WATER METER / SERVICE (ADJUST)	EA	9	$ 1115	$ 10,035
1664-4-700E	FIRE HYDRANT REMOVE AND RESET	EA	1	$ 4300	$ 4300
				SUBTOTAL THIS PAGE (00300-4)	**$ 281,973**

EUCALYPTUS AVENUE

ITEM NO.	DESCRIPTION	UNIT MEASURE	EST. QUAN.	UNIT PRICE	AMOUNT
101-1F	MOBILIZATION / DEMOBILIZATION	LS	1	$	$ 32,200
102-1F	MAINTENANCE OF TRAFFIC	LS	1	$	$ 4900
	MATERIAL TESTING	LS	1	$	$ 12685
104-2F	PREVENTION, CONTROL & ABATEMENT OF EROSION AND WATER POLLUTION	LS	1	$	$ 7315
108-1F	CONSTRUCTION LAYOUT/RECORD DRAWINGS	LS	1	$	$ 30,000
110-1-1F	STANDARD CLEARING & GRUBBING	LS	1	$	$ 33,200
110-7-1F	MAILBOX (F&I)	EA	7	$ 300	$ 2100
110-7-2F	MAILBOX (REMOVE & RESET)	EA	25	$ 150	$ 3750
120-1F	REGULAR EXCAVATION / EMBANKMENT	LS	1	$	$ 8500
285-7-01F	OPTIONAL BASE GROUP (4" COQUINA)	SY	589	$ 30	$ 17,670
327-70-1F	MILLING EXISTING ASPHALT PAVEMENT (1" AVERAGE DEPTH)	SY	2424	$ 3.25	$ 7878
334-1-131F	SUPERPAVE ASPHALTIC CONCRETE (TYPE SP-9.5) (TRAFFIC C) (1")	TN	140	$ 175	$ 24,500
334-1-132F	SUPERPAVE ASPHALTIC CONCRETE (TYPE B-12.5) (TRAFFIC) (10.5")	TN	63	$ 300	$ 18,900
334-1-133F	SUPERPAVE ASPHALTIC CONCRETE (TYPE SP-12.5 OVERBUILD) (TRAFFIC C)	TN	69	$ 204.50	$ 14,110.50
425-1-521F	INLET – DRAINAGE (DITCH BOTTOM TYPE 'C')	EA	2	$ 4100	$ 8200
425-1-521BF	INLET – DRAINAGE (DITCH BOTTOM TYPE 'C' w/ ALT. A BOTTOM)	EA	1	$ 6600	$ 6600

425-1-70F	INLET – DRAINAGE (VALLEY GUTTER w/ P-BOTTOM)	EA	2	$ 6000	$ 12,000
425-2-61F	MANHOLE - DRAINAGE (P-8) (<10')	EA	4	$ 5728	$ 22912
425-5F	MANHOLE (ADJUST)	EA	3	$ 2440	$ 7320
			SUBTOTAL THIS PAGE (00300-5)		$ 274,740.50
ITEM NO.	**DESCRIPTION**	**UNIT MEASURE**	**EST. QUAN.**	**UNIT PRICE**	**AMOUNT**
425-6F	VALVE BOXES (ADJUST)	EA	8	$ 1735	$ 13,880
430-175-115F	CONCRETE PIPE CULVERT (ROUND) (15")	LF	563	$ 87	$ 48,981
430-175-118F	CONCRETE PIPE CULVERT (ROUND) (18")	LF	252	$ 105	$ 26,460
443-70-4F	FRENCH DRAIN, 18" RCP	LF	137	$ 212	$ 29,044
520-2-2F	CONCRETE CURB TYPE 'B'	LF	12	$ 30	$ 360
520-3F	VALLEY GUTTER - CONCRETE	LF	2178	$ 24.20	$ 52707.60
522-21F	DRIVEWAY APRON CONCRETE (6" THICK w/ FIBER MESH) (3,000 PSI MIN.)	SY	769	$ 103	$ 79,207
522-22F	DRIVEWAY APRON w/ PAINTED CONCRETE (6" THICK w/ FIBER MESH) (3,000 PSI MIN.)	SY	69	$ 142	$ 9798
522-23F	DRIVEWAY APRON w/ SEALED CONCRETE (6" THICK w/ FIBER MESH) (3,000 PSI MIN.)	SY	42	$ 142	$ 5964
522-24F	DRIVEWAY APRON w/ BRICK PAVER (6" THICK w/ FIBER MESH) (3,000 PSI MIN.)	SY	91	$ 236	$ 21,476
522-27F	DRIVEWAY APRON w/ STAMPED CONCRETE (6" THICK w/ FIBER MESH) (3,000 PSI MIN.)	SY	130	$ 236	$ 30,680
570-1-2AF	PERFORMANCE TURF SOD (BERMUDA)	SY	1805	$ 7	$ 12,635
570-1-2BF	PERFORMANCE TURF SOD (FLORATAM)	SY	1280	$ 7	$ 8960
711-11-125F	THERMOPLASTIC TRAFFIC STRIPING (WHITE)	LF	22	$ 20	$ 440

	(24")				
711-15-201F	THERMOPLASTIC TRAFFIC STRIPING (YELLOW) (6")	LF	200	$ 4.75	$ 950
1080-15F	WATER METER / SERVICE (ADJUST)	EA	4	$ 1115	$ 4460
				SUBTOTAL THIS PAGE (00300-6)	$ 346,902.00

EXHIBIT "E"
SECTION 016

WALNUT COURT

ITEM NO.	DESCRIPTION	UNIT MEASURE	EST. QUAN.	UNIT PRICE	AMOUNT
101-1G	MOBILIZATION / DEMOBILIZATION	LS	1	$	$ 17450.00
102-1G	MAINTENANCE OF TRAFFIC	LS	1	$	$ 2500.00
	MATERIAL TESTING	LS	1	$	$ 4300.00
104-2G	PREVENTION, CONTROL & ABATEMENT OF EROSION AND WATER POLLUTION	LS	1	$	$ 1750.00
108-1G	CONSTRUCTION LAYOUT/RECORD DRAWINGS	LS	1	$	$ 6000
110-1-1G	STANDARD CLEARING & GRUBBING	LS	1	$	$ 8640
110-7-1G	MAILBOX (F&I)	EA	5	$ 300	$ 1500
110-7-2G	MAILBOX (REMOVE & RESET)	EA	1	$ 150	$ 150
120-1G	REGULAR EXCAVATION / EMBANKMENT	LS	1	$	$ 3500.00
285-7-01G	OPTIONAL BASE GROUP (4" COQUINA)	SY	182	$ 30	$ 5460
327-70-1G	MILLING EXISTING ASPHALT PAVEMENT (1" AVERAGE DEPTH)	SY	664	$ 3.25	$ 2158
334-1-131G	SUPERPAVE ASPHALTIC CONCRETE (TYPE SP-9.5) (TRAFFIC C) (1")	TN	39	$ 175	$ 6825
334-1-132G	SUPERPAVE ASPHALTIC CONCRETE (TYPE B-12.5) (TRAFFIC) (10.5")	TN	35	$ 300	$ 10,500
334-1-133G	SUPERPAVE ASPHALTIC CONCRETE (TYPE SP-12.5 OVERBUILD) (TRAFFIC C)	TN	46	$ 204.50	$ 9407
425-1-521G	INLET – DRAINAGE (DITCH BOTTOM TYPE 'C')	EA	1	$ 4096	$ 4096
425-1-521BG	INLET – DRAINAGE (DITCH BOTTOM TYPE 'C' w/ ALT. A BOTTOM)	EA	2	$ 6600	$ 13200
443-70-4G	FRENCH DRAIN, 18" RCP	LF	252	$ 212	$ 53524

520-3G	VALLEY GUTTER - CONCRETE	LF	624	$ 24.20	$ 15,100.80
522-21G	DRIVEWAY APRON CONCRETE (6" THICK w/ FIBER MESH) (3,000 PSI MIN.)	SY	29	$ 103	$ 2987
				SUBTOTAL THIS PAGE (00300-7)	**$** 168,947.80
ITEM NO.	**DESCRIPTION**	**UNIT MEASURE**	**EST. QUAN.**	**UNIT PRICE**	**AMOUNT**
570-1-2G	PERFORMANCE TURF SOD (FLORATAM)	SY	665	$ 7	$ 4655
711-11-125G	THERMOPLASTIC TRAFFIC STRIPING (WHITE) (24")	LF	22	$ 20	$ 440
711-15-201G	THERMOPLASTIC TRAFFIC STRIPING (YELLOW) (6")	LF	200	$ 4.75	$ 950
				SUBTOTAL THIS PAGE (00300-8)	**$** 6045.00

PLOVER AVENUE

ITEM NO.	DESCRIPTION	UNIT MEASURE	EST. QUAN.	UNIT PRICE	AMOUNT
101-1H	MOBILIZATION / DEMOBILIZATION	LS	1	$	$ 32,700
102-1H	MAINTENANCE OF TRAFFIC	LS	1	$	$ 4,700
	MATERIAL TESTING	LS	1	$	$ 10,207
104-2H	PREVENTION, CONTROL & ABATEMENT OF EROSION AND WATER POLLUTION	LS	1	$	$ 7,485
108-1H	CONSTRUCTION LAYOUT/RECORD DRAWINGS	LS	1	$	$ 30,000
110-1-1H	STANDARD CLEARING & GRUBBING	LS	1	$	$ 31,000
110-7-1H	MAILBOX (F&I)	EA	8	$ 300	$ 2400
110-7-2H	MAILBOX (REMOVE & RESET)	EA	16	$ 150	$ 2400
120-1H	REGULAR EXCAVATION / EMBANKMENT	LS	1	$	$ 8500
285-7-01H	OPTIONAL BASE GROUP (4" COQUINA)	SY	570	$ 30	$ 17,100
327-70-1H	MILLING EXISTING ASPHALT PAVEMENT (1" AVERAGE DEPTH)	SY	2490	$ 3.25	$ 8092.50
334-1-131H	SUPERPAVE ASPHALTIC CONCRETE (TYPE SP-9.5) (TRAFFIC C) (1")	TN	144	$ 175	$ 25,200
334-1-132H	SUPERPAVE ASPHALTIC CONCRETE (TYPE B-12.5) (TRAFFIC) (10.5")	TN	1504	$ 230	$ 345,920
425-1-521H	INLET – DRAINAGE (DITCH BOTTOM TYPE 'C')	EA	4	$ 4116	$ 16,464
425-1-521BH	INLET – DRAINAGE (DITCH BOTTOM TYPE 'C' w/ ALT. A BOTTOM)	EA	1	$ 6600	$ 6600
425-1-70H	INLET – DRAINAGE (VALLEY GUTTER w/ P-BOTTOM)	EA	2	$ 6015	$ 12,030

425-5H	MANHOLE (ADJUST)	EA	3	$ 2440	$ 7320.00
425-6H	VALVE BOXES (ADJUST)	EA	8	$ 1735	$ 13,880
430-175-115H	CONCRETE PIPE CULVERT (ROUND) (15")	LF	191	$ 87	$ 16,617
				SUBTOTAL THIS PAGE (00300-9)	$ 598,605.50
ITEM NO.	**DESCRIPTION**	**UNIT MEASURE**	**EST. QUAN.**	**UNIT PRICE**	**AMOUNT**
430-175-118H	CONCRETE PIPE CULVERT (ROUND) (18")	LF	154	$ 106	$ 16,324
430-175-212H	CONCRETE PIPE CULVERT (ELIPTICAL) (12"X18")	LF	91	$ 132	$ 12,012
430-982-621H	MITERED END SECTION (ELIPTICAL) (12"X18")	EA	1	$ 3000	$ 3000
520-3H	VALLEY GUTTER - CONCRETE	LF	2033	$ 2420	$ 49,198.60
522-21H	DRIVEWAY APRON CONCRETE (6" THICK w/ FIBER MESH) (3,000 PSI MIN.)	SY	556	$ 103	$ 57,268
522-24H	DRIVEWAY APRON w/ BRICK PAVER (6" THICK w/ FIBER MESH) (3,000 PSI MIN.)	SY	36	$ 236	$ 8496
570-1-2AH	PERFORMANCE TURF SOD (BERMUDA)	SY	207	$ 7	$ 1449
570-1-2BH	PERFORMANCE TURF SOD (FLORATAM)	SY	3072	$ 7	$ 21,504
711-11-125H	THERMOPLASTIC TRAFFIC STRIPING (WHITE) (24")	LF	11	$ 20	$ 220
711-15-201H	THERMOPLASTIC TRAFFIC STRIPING (YELLOW) (6")	LF	100	$ 4.75	$ 475
1080-15H	WATER METER / SERVICE (ADJUST)	EA	1	$ 1115	$ 1115.00
1664-4-800H	FIRE HYDRANT RELOCATE	EA	1	$ 4320	$ 4320.00
				SUBTOTAL THIS PAGE (00300-10)	$ 175,381.60

PELICAN DRIVE

ITEM NO.	DESCRIPTION	UNIT MEASURE	EST. QUAN.	UNIT PRICE	AMOUNT
101-1I	MOBILIZATION / DEMOBILIZATION	LS	1	$	$ 15,000
102-1I	MAINTENANCE OF TRAFFIC	LS	1	$	$ 2400
	MATERIAL TESTING	LS	1	$	$ 4812
104-2I	PREVENTION, CONTROL & ABATEMENT OF EROSION AND WATER POLLUTION	LS	1	$	$ 1620
108-1I	CONSTRUCTION LAYOUT/RECORD DRAWINGS	LS	1	$	$ 6000
110-1-1I	STANDARD CLEARING & GRUBBING	LS	1	$	$ 8940
110-7-1I	MAILBOX (F&I)	EA	5	$ 300	$ 1500
110-7-2I	MAILBOX (REMOVE & RESET)	EA	3	$ 150	$ 450
120-1I	REGULAR EXCAVATION / EMBANKMENT	LS	1	$	$ 3750
285-7-01I	OPTIONAL BASE GROUP (4" COQUINA)	SY	159	$ 30	$ 4770
327-70-1I	MILLING EXISTING ASPHALT PAVEMENT (1" AVERAGE DEPTH)	SY	600	$ 3.25	$ 1950
334-1-131I	SUPERPAVE ASPHALTIC CONCRETE (TYPE SP-9.5) (TRAFFIC C) (1")	TN	35	$ 175	$ 6125
334-1-132I	SUPERPAVE ASPHALTIC CONCRETE (TYPE B-12.5) (TRAFFIC) (10.5")	TN	362	$ 300	$ 108,600
425-1-521BI	INLET – DRAINAGE (DITCH BOTTOM TYPE 'C' w/ ALT. A BOTTOM)	EA	1	$ 6600	$ 6600
425-1-70I	INLET – DRAINAGE (VALLEY GUTTER w/ P-BOTTOM)	EA	1	$	$ 6015
425-6I	VALVE BOXES (ADJUST)	EA	1	$ 1735	$ 1735
430-175-118I	CONCRETE PIPE CULVERT (ROUND) (18")	LF	133	$ 101	$ 13,433

443-70-4I	FRENCH DRAIN, 18" RCP	LF	112	$ 2.12	$ 23,744.00
520-3I	VALLEY GUTTER - CONCRETE	LF	553	$ 24.20	$ 13,382.60
				SUBTOTAL THIS PAGE (00300-11)	**$** 230,826.60
ITEM NO.	DESCRIPTION	UNIT MEASURE	EST. QUAN.	UNIT PRICE	AMOUNT
522-21I	DRIVEWAY APRON CONCRETE (6" THICK w/ FIBER MESH) (3,000 PSI MIN.)	SY	60	$ 103	$ 6180
522-25I	DRIVEWAY APRON w/ CONCRETE & BRICK PAVER (6" THICK w/ FIBER MESH) (3,000 PSI MIN.)	SY	29	$ 236	$ 6844
570-1-2I	PERFORMANCE TURF SOD (BERMUDA)	SY	731	$ 7	$ 5117
711-11-125I	THERMOPLASTIC TRAFFIC STRIPING (WHITE) (24")	LF	22	$ 20	$ 440
711-15-201I	THERMOPLASTIC TRAFFIC STRIPING (YELLOW) (6")	LF	200	$ 4.75	$ 950
				SUBTOTAL THIS PAGE (00300-12)	**$** 19,531.00

EXHIBIT "E"
SECTION 016

MELALEUCA DRIVE

ITEM NO.	DESCRIPTION	UNIT MEASURE	EST. QUAN.	UNIT PRICE	AMOUNT
101-1J	MOBILIZATION / DEMOBILIZATION	LS	1	$	$ 25,000.00
102-1J	MAINTENANCE OF TRAFFIC	LS	1	$	$ 4700.00
	MATERIAL TESTING	LS	1	$	$ 6905.00
104-2J	PREVENTION, CONTROL & ABATEMENT OF EROSION AND WATER POLLUTION	LS	1	$	$ 6450.00
108-1J	CONSTRUCTION LAYOUT/RECORD DRAWINGS	LS	1	$	$ 24,145.00
110-1-1J	STANDARD CLEARING & GRUBBING	LS	1	$	$ 26,700.00
110-7-1J	MAILBOX (F&I)	EA	5	$ 300	$ 1500
110-7-2J	MAILBOX (REMOVE & RESET)	EA	7	$ 150	$ 1050
120-1J	REGULAR EXCAVATION / EMBANKMENT	LS	1	$	$ 5200
285-7-01J	OPTIONAL BASE GROUP (4" COQUINA)	SY	490	$ 30	$ 14,700
327-70-1J	MILLING EXISTING ASPHALT PAVEMENT (1" AVERAGE DEPTH)	SY	2264	$ 3.25	$ 7358
334-1-131J	SUPERPAVE ASPHALTIC CONCRETE (TYPE SP-9.5) (TRAFFIC C) (1")	TN	131	$ 175	$ 22.925
334-1-132J	SUPERPAVE ASPHALTIC CONCRETE (TYPE B-12.5) (TRAFFIC) (10.5")	TN	97	$ 300	$ 29,100
334-1-133J	SUPERPAVE ASPHALTIC CONCRETE (TYPE SP-12.5 OVERBUILD) (TRAFFIC C)	TN	213	$ 204.50	$ 43,558.50
425-1-521J	INLET – DRAINAGE (DITCH BOTTOM TYPE 'C')	EA	4	$ 4115	$ 16460
425-1-70J	INLET – DRAINAGE (VALLEY GUTTER w/ P-BOTTOM)	EA	1	$ 6015	$ 6015
425-5J	MANHOLE (ADJUST)	EA	4	$ 2440	$ 9760

425-6J	VALVE BOXES (ADJUST)	EA	5	$ 1735	$ 8675
430-175-115J	CONCRETE PIPE CULVERT (ROUND) (15")	LF	331	$ 87	$ 28,797
				SUBTOTAL THIS PAGE (00300-13)	$ 288,998.50

ITEM NO.	DESCRIPTION	UNIT MEASURE	EST. QUAN.	UNIT PRICE	AMOUNT
520-3J	VALLEY GUTTER – CONCRETE	LF	1744	$ 2420	$ 42,204.80
522-21J	DRIVEWAY APRON CONCRETE (6" THICK w/ FIBER MESH) (3,000 PSI MIN.)	SY	251	$ 103	$ 25,853
522-24J	DRIVEWAY APRON w/ BRICK PAVER (6" THICK w/ FIBER MESH) (3,000 PSI MIN.)	SY	92	$ 236	$ 21,712
570-1-2BJ	PERFORMANCE TURF SOD (FLORATAM)	SY	3204	$ 7	$ 22,428
711-11-125J	THERMOPLASTIC TRAFFIC STRIPING (WHITE) (24")	LF	11	$ 20	$ 220
711-15-201J	THERMOPLASTIC TRAFFIC STRIPING (YELLOW) (6")	LF	100	$ 4.75	$ 475
1664-4-800J	FIRE HYDRANT RELOCATE	EA	1	$ 4200	$ 4200
				SUBTOTAL FROM THIS PAGE (00300-14)	$ 117,092.80
				SUBTOTAL FROM PAGE 00300-13	$ 288,998.50
				SUBTOTAL FROM PAGE 00300-12	$ 19,531.00
				SUBTOTAL FROM PAGE 00300-11	$ 230,826.60
				SUBTOTAL FROM PAGE 00300-10	$ 175,381.60
				SUBTOTAL FROM PAGE 00300-9	$ 598,615.50
				SUBTOTAL FROM PAGE 00300-8	$ 6045.00
				SUBTOTAL FROM PAGE 00300-7	$ 168,947.80
				SUBTOTAL FROM PAGE 00300-6	$ 346,002.00

EXHIBIT "E"
SECTION 016

	SUBTOTAL FROM PAGE 00300-5	$ 274,740.50
	SUBTOTAL FROM PAGE 00300-4	$ 281,973.00
	SUBTOTAL FROM PAGE 00300-3	$ 271,090.00
	SUBTOTAL FROM PAGE 00300-2	$ 31,737.00
	SUBTOTAL FROM PAGE 00300-1	$ 257,700.95
	ESTIMATED BASE BID AMOUNT (Based on Bid Unit Prices & Estimated Quantities, a summation of Pages 00300-1 to 00300-14)	$ 3,068,682.25
999-99	**CONSTRUCTION CONTINGENCY ALLOWANCE** (10 Percent of Base Bid)	$ 306,868.23
	TOTAL ESTIMATED AMOUNT (Based on Bid Unit Prices, Estimated Quantities, & 10 Percent Contingency)	$ 3,375,550.48

Contractor shall coordinate any type of traffic restrictions with the City of Fort Pierce Engineering Department. The contractor shall notify of any road restrictions at least two (2) weeks prior to actual implementation.

NOTE: This bid is on a unit price basis. The total estimated amount is for bid comparison purposes only. The contractor should field verify the actual site conditions prior to time of bidding and before submitting the bid proposal. The contractor should read the special conditions and the requirements for insurance before submitting a bid proposal. The contractor should verify the quantities to be included in the construction contract. The contractor shall furnish the City of Fort Pierce with a Public Construction Bond in 100% of the total estimated amount of the contract. The Public Construction Bond shall continue in effect for one (1) year after completion and acceptance of the work as guarantee against construction defects. The contractor in his bid shall include the cost of said bond.

Date _____

Bidder Pav-Co Contracting
(Company Name)

By _____
(Signature)

By W. Chapin
(Printed Name)

Title VP.

Mailing Address PO Box 2499 Hobe Sound, Fl 33475

_____

_____

_____

Office Number (772) 286-7385

Fax Number _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/3/2024

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

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

PRODUCER
Valley Insurance Services, Inc.
80 E. Ridgewood Avenue
Paramus NJ 07652

License# BR-999511
PAV-CON-01

INSURED
Pav-Co Contracting, Inc.
PO Box 2499
Hobe Sound FL 33475

CONTACT NAME:
PHONE (A/C, No, Ext): 845-352-9100 FAX (A/C, No): 845-352-9104
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Southern-Owners Insurance Company	
INSURER B : Auto-Owners Insurance Company	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1922567663 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	72525477	12/2/2024	12/2/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER							$
B	AUTOMOBILE LIABILITY			5152469900	12/2/2024	12/2/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							PIP	$ 10,000
A	X UMBRELLA LIAB X OCCUR			5152469901	12/2/2024	12/2/2025	EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 3,000,000
	DED [X] RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Rented/Leased Equipment			72525477	12/2/2024	12/2/2025	Limit, Deductible	$500,000 $1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Rented/Leased Equipment Valuation- Actual Cash Value

Comprehensive ACV not to exceed $ 200,000 $100 deductible each covered auto.
Collision ACV not to exceed $ 200,000 $ 250 deductible each covered auto.

Proof of Insurance

CERTIFICATE HOLDER

Pav-Co Contracting Inc
PO Box 2499
Hobe Sound FL 33475

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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55373 (5-17)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Under **SECTION II - WHO IS AN INSURED** is amended. The following provision is added.
A person or organization is an Additional Insured, only with respect to liability caused, in whole or in part, by "your work" for that Additional Insured by or for you:
   1. If required in a written contract or agreement; or
   2. If required by an oral contract or agreement only if a Certificate of Insurance was issued prior to the loss indicating that the person or organization was an Additional Insured.

B. **SECTION III - LIMITS OF INSURANCE** is amended. The following provision is added.
The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor or those specified in the Certificate of Insurance, if an oral contract or agreement, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

C. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended.
   1. The following condition is added to **4. Other Insurance**.
   This insurance is primary for the Additional Insured, but only with respect to liability caused, in whole or in part, by "your work" for that Additional Insured by or for you. Other insurance available to the Additional Insured will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.
   2. The following condition is added.
   Other Additional Insured Coverage Issued By Us
   If this policy provides coverage for the same loss to any Additional Insured specifically shown as an Additional Insured in another endorsement to this policy, our maximum limit of insurance under this endorsement and any other endorsement shall not exceed the limit of insurance in the written contract or agreement between the insured and the owner, lessee or contractor, or the limits provided in this policy, whichever is less. Our maximum limit of insurance arising out of an "occurrence", shall not exceed the limit of insurance shown in the Declarations, regardless of the number of insureds or Additional Insureds.

All other policy terms and conditions apply.

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ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

11. **BLANKET WAIVER OF SUBROGATION**
SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended. The following provision is added to **8. Transfer Of Rights of Recovery Against Others To Us**.
When you have agreed to waive your right of subrogation in a written contract, executed prior to loss, with any person or organization, we waive any right to recovery we may have against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

All other policy terms and conditions apply.

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **INVITATION TO BID** **and** **BIDDER ACKNOWLEDGMENT**
Bid Writer: LaTonya Hubbard, (772) 467-3102	**Bid No: 2025-014**
Mandatory Pre-Bid Conference: **10:00AM, FRIDAY, JANUARY 31, 2025**	**Bid Title: SURFSIDE NEIGHBORHOOD ROADWAY IMPROVEMENTS PHASE II**
Mandatory Pre-Bid Conference Location: **CITY HALL, 1ST FLOOR** **ENGINEERING CONFERENCE ROOM** **100 NORTH U.S. #1, FT. PIERCE, FL**	**Bid Opening Location:** Purchasing Division Conference Room, Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
Bid Due Date & Time: **3:00 PM, TUESDAY, FEBRUARY 18, 2025**	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Bidder Name: C.W. Roberts Contracting, Inc **Mailing Address:** 8530 SW Jayme Way	***I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.*** X _____ **Authorized Signature (Manual)**
City, State, Zip Code: 8530 SW Jayme Way Palm City, FL 34990	**Typed or Printed Name:** Pete Scholer
Type of Entity (Select one): **Corporation** ✓ **Partnership** **Proprietorship**	**Title:** Area Manager
Incorporated in the State of: Florida **Year:** 1976	**Delivery in** _____ **days, After Receipt Order**
Phone Number: 772-288-0951	**Payment Terms: Net 30 Days**
Fax Number: 772-288-0983	**FEIN or SS Number:** 59-1683951
E-Mail Address: ateal@cwrcontracting.com	**Local Business:** ✓Y ___N **MWBE:** ___Y ✓N
Bid Security is attached, when required, in the amount of $ _____ **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID

CITY OF FORT PIERCE BIDDER'S CHECKLIST

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

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

PLEASE SIGN AND RETURN WITH BID_____

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

Vendor name: PAV-Co Contracting, INC

Authorized Representative's Name and Title: William R Carpino

Address: 11140 SE Federal Hwy.

City: Hobe Sound State: FL Zip Code: 34 33455

Phone Number: 772-286-7385 Email Address: Bill@PAV-cocontracting.com

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

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

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

By: _____ W. Carpino V.P. 7/29/25

Authorized Signature | Printed Name and Title | Date

STATE OF FLORIDA
COUNTY OF MARTIN

Sworn (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization this 29th day of July, 2025 by William Carpino, who is

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

Notary Public Signature: Jane L. Jones (Seal)

Print Name: Jane L. Jones My Commission Expires: June 4 2028

JANE L. JONES
Notary Public-State of Florida
Commission # HH 534993
My Commission Expires
June 04, 2028

January 23, 2025

CITY FORT PIERCE

SURFSIDE NEIGHBORHOOD ROADWAY IMPROVEMENTS
PHASE II

BID NO. 2025-014

ADDENDUM NO. 1

This addendum serves to provide clarification in response to a question raised by potential bidders.

1. **QUESTION:** I am needing some clarification on which E-Bid Submittal Forms are to be used as one of the documents has 39 pages and the other as 55 pages. The difference I am noticing between the two documents is the Bid Pricing Form. Please clarify on which E- Bid Submittal Forms are to be used.

   ANSWER: Please disregard the E-bid Submittal Forms (2) listed on Demandstar, as it was posted in error. The correct forms are titled "E-Bid Submittal Forms.pdf and contains 55 pages.

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Pete Scholer
Typed or Printed

Company Name: C.W. Roberts Contracting, Inc

Address: 8530 SW Jayme Way Palm City, FL 34990

Date: 2/17/2025

/lh

February 11, 2025

CITY FORT PIERCE

SURFSIDE NEIGHBORBOOD ROADWAY IMPROVEMENTS – PHASE 2

BID NO. 2025-014

ADDENDUM NO. 3

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

1. **QUESTION:** The sample contract in the bid docs states 90 days for substantial completion. Is this accurate?

   ANSWER: **In the "Sample Contract" 90-120 days is our standard roadway contract time. However, adjustments to contract time can be made prior to the contract award and notice to proceed issuance. More in-depth roadway projects are allocated more time as pricing may be affected due to time (e.g. multiple crews, MOT, etc.) For this project substantial completion will be 180 days and final completion 210 days.**

2. **Attached is the updated bid plan cover sheet with the correct streets struck through.**

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Pete Scholer
Typed or Printed

Company Name: C.W. Roberts Contracting, Inc

Address: 8530 SW Jayme Way Palm City, FL 34990

Date: 2/17/2025

/lh

Attachment: **Revised Bid Plan Cover Sheet**

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

Exhibit A

INVITATION TO BID
CITY OF FORT PIERCE, FORT PIERCE, FLORIDA
INVITATION TO BID NO. 2025-014

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

SURFSIDE NEIGHBORHOOD ROADWAY IMPROVEMENTS
PHASE II

The works include drainage improvements, water and sewer main installation, utility adjustments and roadway restoration.

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

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

The City of Fort Pierce encourages Minority Business Enterprise participation.

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

CITY OF FORT PIERCE

Gelencia Carter

Gelencia Carter, M.P.A
Purchasing Manager

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

Exhibit B

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SECTION 1 - DEFINED TERMS

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

SECTION 2 - COPIES OF BIDDING DOCUMENTS

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

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

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

SECTION 3 - QUALIFICATIONS OF BIDDERS

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

SECTION 4 - EXAMINATION OF CONTRACT DOCUMENTS AND SITE

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

discovering any conflicts, errors, ambiguities of inconsistencies. Written requests must be received prior to the Pre-Bid Conference.

4.2 Reference may be made to the identification of investigations and tests of subsurface and latent physical conditions at the site, or otherwise affecting cost, progress or performance of the Work which have been relied upon by the City Engineer or City Consultant in preparing the Drawings and Specifications. Such reports are available for review by any bidder at the office of the City Engineer. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents; they are provided for guidance only. If this information is used by Bidder in preparing his proposal, he shall assume all risks resulting from actual conditions differing from the conditions set out in the reports.

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

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

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

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

4.7 The submission of the Bid shall be an indication that the Bidder has

considered normal local weather conditions (daily and monthly variations) for the previous ten years from the date of the Bid as compiled by the National Weather Service.

SECTION 5 - INTERPRETATIONS

5.1 All questions about the meaning or intent of the Contract Documents shall be submitted to the City Engineer. Bidders are required to advise the City Engineer of any conflicts in the Contract Documents or any discrepancies between conditions noted at the project site and those shown on the Drawings or described in the Specifications. Replies will be issued by Addenda mailed or delivered to all parties recorded by the City's Purchasing Agent as having received the Bidding Documents. Questions received less than seven days prior to the date for the opening of Bids shall not be answered. Only questions answered by formal written Addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect. All addenda shall be issued no less than five days prior to bid opening.

SECTION 6 - BID SECURITY

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

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

SECTION 7 - CONTRACT TIME

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

SECTION 8 - LIQUIDATED DAMAGES

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

SECTION 9 – SUBSTITUE MATERIAL AND EQUIPMENT

9.1 Not applicable.

SECTION 10 - SUBCONTRACTORS, ETC.

10.1 The City shall receive from the Apparent Lowest and Best Bidder (or the Lowest and Best Bidder), within ten days after receipt of the Bids, a list of all Subcontractors and other persons and organizations, including those who are to furnish the principal items of material and equipment. This list shall include the name and address of the Subcontractor, person or organization, a description of the services, materials or equipment to be supplied. Such list shall be accompanied by a statement of experience with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person or organization. If City has reasonable objection to any proposed Subcontractor, other person or organization, the City may, before the Notice of Award, request the Apparent Lowest and Best Bidder (or the Lowest and Best Bidder) to submit an acceptable substitute without an increase in Bid price. If the Apparent Lowest and Best Bidder (or the Lowest and Best Bidder) declines to make any such substitution, the Contract may not be awarded to such Bidder at the City's sole discretion. Bidder's declining to make any such substitution shall constitute grounds for sacrificing his Bid Security. Any Subcontractor, other person or organization so listed and to whom City does not make written objection prior to the Notice of Award will be deemed acceptable to City, but City does not thereby waive any right it may have against the Contractor because of the actions or omissions of said Subcontractor, other person or organization, or request from the Contractor to replace Sub-contractors depending on their performance or workmanship.

SECTION 11 - BID FORM

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

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

11.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer, accompanied by evidence of authority to sign), and the corporate seal must be affixed and attested by the

secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

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

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

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

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

SECTION 12 - SUBMISSION OF BIDS

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

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

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

SECTION 13 - MODIFICATION AND WITHDRAWAL OF BIDS

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

SECTION 14 - OPENING OF BIDS

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

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

14.3 Quantities of work and materials in the Bid Form(s) or in the plans are approximate only and for the purpose of providing a bidder with information that may

be used for the computation of the Base Bid, to obtain unit prices for the approval of payments for the work done, and to determine additions or deletions to the Contract Sum. It shall be the Bidder's responsibility to determine if a different quantity of any item required and to bring the same to the attention of the City Engineer, or Consultant prior to submittal of the Bid.

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

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

SECTION 15 - BIDS TO REMAIN OPEN

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

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

SECTION 16 - AWARD OF CONTRACT

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

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

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

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

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

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

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

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

16.9 **City reserves the right to reject the Bid of any Bidder which is or was behind on the approved completion schedule for any existing or past contracts with the City, is in litigation with the City, has previously defaulted on a contract with the City, has delayed or skipped subcontractor payment(s), or has provided unsatisfactory performance on current or previous City Contracts.**

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

SECTION 17 - BONDS AND INSURANCE

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

SECTION 18 - SIGNING OF AGREEMENT

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

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

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

Counsel or the Secretary of the Corporation, and the Corporate Seal if by the Secretary.

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

SECTION 19 - SCHEDULE OF SUBMITTALS

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

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

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

SECTION 21 – MATERIALS

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

21.2 State produced materials are now allowed.

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

END OF SECTION

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

Exhibit C

Grading, Paving and Drainage Specifications:

The governing specifications for this project are the State of Florida Department of Transportation Standard Specifications for Road and Bridge Construction and FDOT Roadway and Traffic Design Standards, latest editions. The following information is in addition to the specifications previously referenced and shall be considered the governing condition in the case of conflicting information between specifications, unless otherwise determined by the ENGINEER/OWNER'S PROJECT MANAGER.

101-1X	**Mobilization / Demobilization** The bid price for this item shall include, but not be limited to the requirements of Section 101 Mobilization of the Standard Specifications, as well as all operations and preparations necessary to begin and end the work on the project. This shall also include those operations necessary for the movement of personnel, equipment, material and incidentals to the site, establishment of safety equipment, first aid supplies, and sanitary facilities, as required by the Contract Documents. The cost of required bonds and any insurance(s) shall be included in this item. The cost for the Contractor to obtain the services of an Engineer to develop the Stormwater Pollution and Prevention Plan (SWPPP) in order to apply for the National Pollution Discharge Elimination System (NPDES) permit shall also be included in this line item. This item will also include any costs to obtain a South Florida Water Management District (SFWMD) Dewatering permit, if necessary. At the pre-construction meeting, the CONTRACTOR shall submit a tentative work schedule (inclusive of overall project phasing plan) as well as a list of subcontractors and emergency contact people and phone numbers. In addition, the CONTRACTOR shall perform and submit a copy of a video archive of existing conditions prior to construction activity commencement. The format of the existing conditions video archive shall be coordinated with the COUNTY prior to collection. Any and all work performed within the drip line of trees designated to remain shall be accomplished with the assistance and supervision of a certified arborist. Any costs related to obtaining a certified arborist shall be included in this bid item. **At the pre-construction meeting, the CONTRACTOR shall submit a tentative work schedule as well as a list of subcontractors and emergency contact people and phone numbers.** The basis of payment for **Mobilization / Demobilization** shall be paid as LUMP SUM.
102-1X	**Maintenance of Traffic** The bid price for this item shall include, but not be limited to, the requirements of Section 102 Maintenance of Traffic of the Standard Specifications. The maintenance of traffic for

	this project shall be in accordance with the applicable FDOT index numbers (600 Series) and these documents: The Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation, and FHWA. These documents shall be followed in the design, application, installation, maintenance and removal of the Maintenance of Traffic. It shall include, but not be limited to all traffic control devices, warning devices, barriers, temporary reflective markers, temporary pavement markings, dust control and all items necessary to protect the public and workmen from hazards within the project limits. Temporary pavement markings that follow the final design shall be painted markings in accordance with the specifications. The temporary markings shall be applied to the driving surface if the driving surface is left unattended overnight. The temporary markings include those markings provided between asphalt lifts and after the final asphalt lift during the 30-day cure period. All costs for temporary markings shall be included in the Maintenance of Traffic pay item. **No roadway travel lanes, intersection or other existing paved thoroughfare shall be left unpaved for more than 48 hours, or during inclement weather.** The cost for temporary pavement, as necessary to comply with this requirement, is included in the Maintenance of Traffic pay item **At the Pre-Construction Meeting the CONTRACTOR shall submit a detailed plan of how the existing traffic will be maintained through the work site during the construction period along with the traffic control to be utilized for approval by the ENGINEER**. The following items shall apply: • The CONTRACTOR shall coordinate any type of traffic restrictions with the City of Fort Pierce Water Quality Division. • The CONTRACTOR shall notify the City of Fort Pierce Engineering Division of any road closures at least two (2) weeks prior to actual implementation. • The CONTRACTOR shall provide access to driveways at all times. • The CONTRACTOR shall allow access for all emergency and postal delivery vehicles and school buses. The basis of payment for **Maintenance of Traffic** shall be paid as LUMP SUM.
	Material Testing The bid price for this item shall include, but not be limited to, concrete, subgrade, base, and asphalt testing as required by the contract documents, plans, specifications, and details. The basis of payment for Material Testing shall be bid as a LUMP SUM and paid proportionate with the contract time.
104-2X	**Prevention, Control & Abatement of Erosion and Water Pollution** The CONTRACTOR shall be required to provide Turbidity and Pollution Control Devices in accordance with all State, Local, and Federal Standards, Section 104 Prevention, Control, and Abatements of Erosion and Water Pollution of the Standard Specifications, and applicable FDOT Roadway and Traffic Design Standards for this project. The methods

	shall include but are not limited to the following options: hay bales, silt fences, soil tracking prevention devices and/or turbidity barriers. The existing drainage of the site must be maintained at all times. The CONTRACTOR shall maintain all earthwork construction throughout the life of the contract, and shall take all reasonable precautions to prevent loss of material from the construction site due to the action of wind or water. The CONTRACTOR shall repair at their expense, except otherwise provided herein, any slides, washouts, settlements, subsidence, or other mishap, which may occur prior to final acceptance of the work. Maintenance and protection of earthwork construction shall be in accordance with Section 104 of the Standard specifications. **The CONTRACTOR shall submit a sketch or detailed written description of the proposed turbidity and pollution control to be used and how the existing drainage will be maintained at the Pre-Construction meeting, for approval by the Engineer. The CONTRACTOR shall submit all field records for this item. Final payment is based on acquisition of the complete field book/records.** The basis of payment for **Prevention, Control & Abatement of Erosion and Water Pollution** shall be paid as LUMP SUM.
108-1X	**Construction Layout/Record Drawings** The bid price shall include, but not be limited to: all material and labor associated with the preparation of record drawings and construction layout as specified in the plans. Six (6) hard copy sets of As-Built Record (11"x17") drawings signed and sealed by a Licensed Surveyor registered in the state of Florida and one (1) electronic copy shall be submitted in both .PDF format and .DWG format with all as-built information provided. CONTRACTOR shall also provide accurate as-built dimensions and elevations of the roadside swales immediately after final grading and prior to sodding of the slopes. At a minimum, the CONTRACTOR shall provide cross sections on all sides of the right-of-way shown on the design plans. Information shall include elevations at center of road, edge of travel lane, edge of shoulder, top of bank, toe of slope, ties to existing elevations, and limits of armoring (if any). In addition, all drainage structure and pipe sizes, inverts, rim elevations, top elevations, grate elevations, locations, openings, connections, and all other features in the as-built survey and plans. If any modifications are specified, additional as-builts may be required. The CONTRACTOR shall accurately record the location and elevations of the improvements, existing utilities, adjusted utilities, and structures encountered during construction. The basis of payment for **Construction Layout/Record Drawings** shall be paid as LUMP SUM.

110-1-1X	**Standard Clearing and Grubbing** The bid price for this item shall include, but not be limited to, the requirements of Section 110 Clearing and Grubbing of the Standard Specifications. The bid price shall include, but not be limited to: clearing and grubbing required for the roadway right-of-way and for lateral ditches, detention areas, channel changes, or other outfall areas, and any other select clearing and grubbing indicated, or required for the construction of the entire project, including all necessary hauling, furnishing equipment, equipment operation, furnishing any areas required for disposal of debris, leveling of terrain, and the landscaping work of trimming, except for any areas designated to be paid for separately or to be specifically included in the costs of other work under the Contract. Includes removal and legal disposal of steel posts, asphalt pavement, base, trees and shrubs, culverts and storm structures, concrete areas not indicated to remain and all other items in order to construct the project. This will also include the removal of any existing posts, fences, and gates. Any existing posts, fences, or gates shall be turned into the homeowner in the same condition that it was found. **Native vegetation's that are not in the areas of the proposed construction parameters are to remain undisturbed. Clearing and Grubbing over a Gas Main shall extend no greater than 20-Feet along gas pipeline at any time. The Gas Company shall be notified 72 hours prior to Clearing and Grubbing activities and on-site, observing the work during the process.** **Any and all work performed within the drip line of trees not designated for removal shall be accomplished with the on-site assistance and supervision of a certified arborist.** The basis of payment for **Standard Clearing and Grubbing** shall be paid as LUMP SUM.
110-4-10X	**Removal of Exist. Concrete** The bid price for this item shall include, but not be limited to, the requirements of Section 110 Clearing and Grubbing of the Standard Specifications. The unit cost shall include, but not be limited to the required manpower, equipment, materials, and any other items necessary as described within the plans. The basis of payment for **Removal of Exist. Concrete** shall be paid as SQUARE YARD.
110-7-1X	**Mailbox (F&I)** The bid price for this item shall include, but not be limited to, the requirements of Section 110 Clearing and Grubbing of the Standard Specifications. The unit cost shall include, but not be limited to the required manpower, equipment, materials, and any other items

	necessary as described within the plans and FDOT Index 532 to furnish and install new mailbox. The basis of payment for **Mailbox (F&I)** shall be paid as EACH.
110-7-2X	**Mailbox (Remove & Reset)** The bid price for this item shall include, but not be limited to, the requirements of Section 110 Clearing and Grubbing of the Standard Specifications. The unit cost shall include, but not be limited to the required manpower, equipment, materials, and any other items necessary as described within the plans and FDOT Index 532 remove and reset mailbox. The basis of payment for **Mailbox (Remove & Reset)** shall be paid as EACH.
120-1X	**Regular Excavation** The bid price for this item shall include, but not be limited to, the requirements of Section 120 Excavation and Embankment of the Standard Specifications. The unit cost shall include, but not be limited to the required manpower, equipment, materials, and any other items necessary as described within the plans. The basis of payment for **Regular Excavation** shall be paid as LUMP SUM.
285-7-01X	**Optional Base Group (4" Coquina)** The bid price for this item shall include, but not be limited to, the requirements of Section 285 Optional Base Course of the Standard Specifications. The unit cost shall include, but not be limited to the required manpower, equipment, materials, and any other items necessary as described within the plans. The basis of payment for **Optional Base Group (4" Coquina)** shall be paid as SQUARE YARD.
327-70-1X	**Milling Existing Asphalt Pavement (1" Average Depth)** The bid price for this item shall include, but not limited to, the requirements of Section 327 Milling Existing Asphalt Pavement of the Standard Specifications. The unit cost shall include, but not be limited to the required manpower, equipment, materials, hauling off, stockpiling, and any other items necessary as described within the plans. The basis of payment for **Milling Existing Asphalt Pavement (1" Average Depth)** shall be paid as SQUARE YARD.

334-1-131X	**Superpave Asphaltic Concrete (Type SP-9.5) (Traffic C) (1")** The bid price for this item shall include, but not limited to, the requirements of Section 334 Superpave Asphalt Concrete of the Standard Specifications. The unit cost shall include, but not be limited to the required manpower, equipment, materials, and any other items necessary as described within the plans. The basis of payment for **Superpave Asphaltic Concrete (Type SP-9.5) (Traffic C) (1")** shall be paid as TON.
334-1-132X	**Superpave Asphaltic Concrete (Type B-12.5) (Traffic C) (10.5")** The bid price for this item shall include, but not limited to, the requirements of Section 334 Superpave Asphalt Concrete of the Standard Specifications. The unit cost shall include, but not be limited to the required manpower, equipment, materials, and any other items necessary as described within the plans. The basis of payment for **Superpave Asphaltic Concrete (Type B-12.5) (Traffic C) (10.5")** shall be paid as TON.
334-1-133X	**Superpave Asphaltic Concrete (Type SP-12.5 Overbuild) (Traffic C)** The bid price for this item shall include, but not limited to, the requirements of Section 334 Superpave Asphalt Concrete of the Standard Specifications. The unit cost shall include, but not be limited to the required manpower, equipment, materials, and any other items necessary as described within the plans. The basis of payment for **Superpave Asphaltic Concrete (Type SP-12.5) (Traffic C)** shall be paid as TON.
425-1-521X	**Inlet – Drainage (Ditch Bottom Type 'C')** The bid price for this item shall include, but not be limited to, the requirements of Sections 425 Inlets, Manholes, and Junction Boxes of the Standard Specifications. The unit cost shall include, but not be limited to the required manpower, equipment, materials and any other items necessary as described within the plans. **The area of excavation shall be maintained in a dry condition, at all times, by the use of an adequate dewatering system if necessary.** The soil beneath all inlets, regardless if left undisturbed, shall be compacted to a density not less than 95 percent of the maximum density as determined by AASHTO T-180 for a minimum depth of two (2) foot below the bottom of the excavation. **Rock wrapped in filter fabric shall not be used as bedding material without written approval by the ENGINEER/OWNER'S PROJECT MANAGER.**

	At the Pre-Construction Meeting the CONTRACTOR shall be required to submit shop drawings for approval by the ENGINEER. The basis of payment for **Inlet – Drainage (Ditch Bottom Type 'C')** shall be paid as EACH.
425-1-521BX	**Inlet – Drainage (Ditch Bottom Type 'C' w/ Alt. A Bottom)** The bid price for this item shall include, but not be limited to, the requirements of Sections 425 Inlets, Manholes, and Junction Boxes of the Standard Specifications. The unit cost shall include, but not be limited to the required manpower, equipment, materials and any other items necessary as described within the plans. **The area of excavation shall be maintained in a dry condition, at all times, by the use of an adequate dewatering system if necessary.** The soil beneath all inlets, regardless if left undisturbed, shall be compacted to a density not less than 95 percent of the maximum density as determined by AASHTO T-180 for a minimum depth of two (2) foot below the bottom of the excavation. **Rock wrapped in filter fabric shall not be used as bedding material without written approval by the ENGINEER/OWNER'S PROJECT MANAGER.** **At the Pre-Construction Meeting the CONTRACTOR shall be required to submit shop drawings for approval by the ENGINEER.** The basis of payment for **Inlet – Drainage (Ditch Bottom Type 'C' w/ Alt. A Bottom)** shall be paid as EACH.
425-1-525X	**Inlet – Drainage (Ditch Bottom Type 'C') (Partial)** The bid price for this item shall include, but not be limited to, the requirements of Sections 425 Inlets, Manholes, and Junction Boxes of the Standard Specifications. The unit cost shall include, but not be limited to the required manpower, equipment, materials and any other items necessary as described within the plans. **The area of excavation shall be maintained in a dry condition, at all times, by the use of an adequate dewatering system if necessary.** The soil beneath all inlets, regardless if left undisturbed, shall be compacted to a density not less than 95 percent of the maximum density as determined by AASHTO T-180 for a minimum depth of two (2) foot below the bottom of the excavation. **Rock wrapped in filter fabric shall not be used as bedding material without written approval by the ENGINEER/OWNER'S PROJECT MANAGER.** **At the Pre-Construction Meeting the CONTRACTOR shall be required to submit shop drawings for approval by the ENGINEER.**

	The basis of payment for **Inlet – Drainage (Ditch Bottom Type 'C') (Partial)** shall be paid as EACH.
425-1-70X	**Inlet – Drainage (Valley Gutter w/ P-Bottom)** The bid price for this item shall include, but not be limited to, the requirements of Sections 425 Inlets, Manholes, and Junction Boxes of the Standard Specifications. The unit cost shall include, but not be limited to the required manpower, equipment, materials and any other items necessary as described within the plans. **The area of excavation shall be maintained in a dry condition, at all times, by the use of an adequate dewatering system if necessary.** The soil beneath all inlets, regardless if left undisturbed, shall be compacted to a density not less than 95 percent of the maximum density as determined by AASHTO T-180 for a minimum depth of two (2) foot below the bottom of the excavation. **Rock wrapped in filter fabric shall not be used as bedding material without written approval by the ENGINEER/OWNER'S PROJECT MANAGER.** **At the Pre-Construction Meeting the CONTRACTOR shall be required to submit shop drawings for approval by the ENGINEER** The basis of payment for **Inlet – Drainage (Valley Gutter w/ P-Bottom)** shall be paid as EACH.
425-2-61X	**Manhole – Drainage (P-8) (<10')** The bid price for this item shall include, but not be limited to, the requirements of Sections 425 Inlets, Manholes, and Junction Boxes of the Standard Specifications. The unit cost shall include, but not be limited to the required manpower, equipment, materials and any other items necessary as described within the plans. **The area of excavation shall be maintained in a dry condition, at all times, by the use of an adequate dewatering system if necessary.** The soil beneath all inlets, regardless if left undisturbed, shall be compacted to a density not less than 95 percent of the maximum density as determined by AASHTO T-180 for a minimum depth of two (2) foot below the bottom of the excavation. **Rock wrapped in filter fabric shall not be used as bedding material without written approval by the ENGINEER/OWNER'S PROJECT MANAGER.** **At the Pre-Construction Meeting the CONTRACTOR shall be required to submit shop drawings for approval by the ENGINEER.** The basis of payment for **Manhole – Drainage (P-8) (<10')** shall be paid as EACH.

425-5X	**Manhole (Adjust)** The bid price for this item shall include, but not be limited to, the requirements of Sections 425 Inlets, Manholes, and Junction Boxes of the Standard Specifications. The unit cost shall include, but not be limited to the required manpower, equipment, materials and any other items necessary as described within the plans. The basis of payment for **Manhole (Adjust)** shall be paid as EACH.
425-6X	**Valve Box (Adjust)** The bid price for this item shall include, but not be limited to, the requirements of Sections 425 Inlets, Manholes, and Junction Boxes of the Standard Specifications. The unit cost shall include, but not be limited to the required manpower, equipment, materials and any other items necessary as described within the plans. The basis of payment for **Valve Box (Adjust)** shall be paid as EACH.
430-175-115X	**Concrete Pipe Culvert (Round) (15")** The bid price for this item shall include, but not be limited to, the requirements of Section 430 Pipe Culverts Storm Sewers and Storm Sewers of the Standard Specifications. The unit cost shall include, but not be limited to all excavation except volume included in items for the grading work on the project, and except for other items specified for separate payment in Section 125; all backfilling material and compaction; disposal of surplus material; and all clearing and grubbing outside of the required limits of clearing and grubbing as described in the plans. **All pipe to drainage structure connections shall be wrapped with filter fabric per FDOT Standard Index No. 201. All pipe joints shall be overlapped with filter fabric per FDOT Index No. 280 in addition to the Manufacture's gasket recommendations. Cost is to be included in this bid item.** The basis of payment for **Concrete Pipe Culvert (Round) (15")** shall be paid as LINEAR FEET.
430-175-118X	**Concrete Pipe Culvert (Round) (18")** The bid price for this item shall include, but not be limited to, the requirements of Section 430 Pipe Culverts Storm Sewers and Storm Sewers of the Standard Specifications. The unit cost shall include, but not be limited to all excavation except volume included in items for the grading work on the project, and except for other items specified for separate payment in Section 125; all backfilling material and compaction; disposal of surplus material; and all clearing and grubbing outside of the required limits of clearing and grubbing as described in the plans.

	All pipe to drainage structure connections shall be wrapped with filter fabric per FDOT Standard Index No. 201. All pipe joints shall be overlapped with filter fabric per FDOT Index No. 280 in addition to the Manufacture's gasket recommendations. Cost is to be included in this bid item. The basis of payment for **Concrete Pipe Culvert (Round) (18")** shall be paid as LINEAR FEET.
430-175-212X	**Concrete Pipe Culvert (Elliptical) (12"X18")** The bid price for this item shall include, but not be limited to, the requirements of Sections 430 Pipe Culverts and Storm Sewers and Section 449 Concrete Pipe of the Standard Specifications. The unit cost shall include, but not be limited to all excavation except volume included in items for the grading work on the project, and except for other items specified for separate payment in Section 125; all backfilling material and compaction; disposal of surplus material; and all clearing and grubbing outside of the required limits of clearing and grubbing as described in the plans. **All pipe to drainage structure connections shall be wrapped with filter fabric per FDOT Standard Index No. 201. All pipe joints shall be overlapped with filter fabric per FDOT Index No. 280 in addition to the Manufacture's gasket recommendations. Cost is to be included in this bid item.** **The use of rock, wrapped in filter fabric, as pipe bedding shall only be permitted as directed in writing by the County's Project Manager.** The area of the excavation shall be maintained in a dry condition at all times. The soil beneath all pipes, unless left undisturbed, shall be compacted to a density not less than 95 percent of the maximum density as determined by AASHTO T-180 for a minimum depth of one (1) foot below the bottom of the excavation and tested in one (1) foot thick lift intervals up to the final grade. The basis of payment for **Concrete Pipe Culvert (Elliptical) (12"X18")** shall be paid as LINEAR FEET.
430-982-621X	**Mitered End Section (Elliptical) (12"X18")** The bid price for this item shall include, but not limited to, the requirements of Section 430 Pipe Culverts and Storm Sewers and Section 449 Concrete Pipe of the Standard Specifications. The unit cost shall include, but not limited to full compensation for all pipes,

	grates when required, fasteners, reinforcing, connectors, anchors, concrete, sealants, jackets and coupling bands, and all work required as described in the plans. The County does not require the construction of the three (3) foot concrete pad as shows in the FDOT Indices. The basis of payment for **Mitered End Section (Elliptical) (12"X18")** shall be paid as EACH.
431-1-118X	**Pipe Liner, Cured in Place (18")** The bid price for this item shall include, but not limited to, the requirements of Section 431 Pipe Liner of the Standard Specifications. The unit cost shall include, but not limited to full compensation for furnishing and installing the pipe liner in accordance with the requirements of this Section, including all materials, labor and incidentals required to dewater and clean host pipe, dispose of all silt and debris, seal cracks and joints in the host pipe, and seal and grout the annular space between the liner and interior of the host pipe. The basis of payment for **Pipe Liner, Cured in Place (18")** shall be paid as LINEAR FEET.
443-70-4X	**French Drain, 18" RCP** The bid price for this item shall include, but not limited to, the requirements of Section 443 French Drains of the Standard Specifications. The unit cost shall include, but not limited to full compensation for all the work specified in this Section and will include all materials and all excavation, and will also include sheeting or shoring, if required, the disposal of surplus material, pavement restoration, backfilling and tamping, but will not include payment for items paid for elsewhere in the specifications. The basis of payment for **French Drain, 18" RCP** shall be paid as LINEAR FEET.
522-21X	**Driveway Apron Concrete (6" Thick w/ Fiber Mesh) (3,000 PSI Min.)** The bid price for this item shall include, but not be limited to, the requirements of Section 520 Concrete Gutter, Curb Elements and Traffic Separators and Section 522 Concrete Sidewalk and Driveways of the Standard Specifications and Index 522-003 of the FDOT FY

	2023-2024 Design Standards. The unit cost shall include all materials, manpower and equipment for installation as shown on the plans. Locations of driveways are approximate and shall be field adjusted to suit the actual requirements at the time of construction. Concrete mix shall contain synthetic (polypropylene) fibers in the amount of one and one half (1.5) pounds per cubic yard. No concrete shall be poured until a City of Fort Pierce inspector approves the formwork. **One week prior to pouring concrete the CONTRACTOR shall be required to submit the mix designs for approval by the ENGINEER.** The Basis of payment for **Driveway Apron Concrete (6" Thick w/ Fiber Mesh) (3,000 PSI Min.)** shall be paid as SQUARE YARD.
522-22X	**Driveway Apron w/ Painted Concrete (6" Thick w/ Fiber Mesh) (3,000 PSI Min.)** The bid price for this item shall include, but not be limited to, the requirements of Section 520 Concrete Gutter, Curb Elements and Traffic Separators and Section 522 Concrete Sidewalk and Driveways of the Standard Specifications and Index 522-003 of the FDOT FY 2023-2024 Design Standards. The unit cost shall include all materials, manpower and equipment for installation as shown on the plans. Locations of driveways are approximate and shall be field adjusted to suit the actual requirements at the time of construction. Concrete mix shall contain synthetic (polypropylene) fibers in the amount of one and one half (1.5) pounds per cubic yard. No concrete shall be poured until a City of Fort Pierce inspector approves the formwork. **One week prior to pouring concrete the CONTRACTOR shall be required to submit the mix designs for approval by the ENGINEER.** The Basis of payment for **Driveway Apron w/ Painted Concrete (6" Thick w/ Fiber Mesh) (3,000 PSI Min.)** shall be paid as SQUARE YARD.
522-23X	**Driveway Apron w/ Sealed Concrete (6" Thick w/ Fiber Mesh) (3,000 PSI Min.)** The bid price for this item shall include, but not be limited to, the requirements of Section 520 Concrete Gutter, Curb Elements and Traffic Separators and Section 522 Concrete Sidewalk and Driveways of the Standard Specifications and Index 522-003 of the FDOT FY

	2023-2024 Design Standards. The unit cost shall include all materials, manpower and equipment for installation as shown on the plans. Locations of driveways are approximate and shall be field adjusted to suit the actual requirements at the time of construction. Concrete mix shall contain synthetic (polypropylene) fibers in the amount of one and one half (1.5) pounds per cubic yard. No concrete shall be poured until a City of Fort Pierce inspector approves the formwork. **One week prior to pouring concrete the CONTRACTOR shall be required to submit the mix designs for approval by the ENGINEER.** The Basis of payment for **Driveway Apron w/ Sealed Concrete (6" Thick w/ Fiber Mesh) (3,000 PSI Min.)** shall be paid as SQUARE YARD.
522-24X	**Driveway Apron w/ Brick Paver (6" Thick w/ Fiber Mesh) (3,000 PSI Min.)** The bid price for this item shall include, but not be limited to, the requirements of Section 520 Concrete Gutter, Curb Elements and Traffic Separators and Section 522 Concrete Sidewalk and Driveways of the Standard Specifications and Index 522-003 of the FDOT FY 2023-2024 Design Standards. The unit cost shall include all materials, manpower and equipment for installation as shown on the plans. Locations of driveways are approximate and shall be field adjusted to suit the actual requirements at the time of construction. Concrete mix shall contain synthetic (polypropylene) fibers in the amount of one and one half (1.5) pounds per cubic yard. No concrete shall be poured until a City of Fort Pierce inspector approves the formwork. **One week prior to pouring concrete the CONTRACTOR shall be required to submit the mix designs for approval by the ENGINEER.** The Basis of payment for **Driveway Apron w/ Brick Paver (6" Thick w/ Fiber Mesh) (3,000 PSI Min.)** shall be paid as SQUARE YARD.
522-25X	**Driveway Apron w/ Concrete & Brick Paver (6" Thick w/ Fiber Mesh) (3,000 PSI Min.)** The bid price for this item shall include, but not be limited to, the requirements of Section 520 Concrete Gutter, Curb Elements and Traffic Separators and Section 522 Concrete Sidewalk and Driveways of the Standard Specifications and Index 522-003 of the FDOT FY

	2023-2024 Design Standards. The unit cost shall include all materials, manpower and equipment for installation as shown on the plans. Locations of driveways are approximate and shall be field adjusted to suit the actual requirements at the time of construction. Concrete mix shall contain synthetic (polypropylene) fibers in the amount of one and one half (1.5) pounds per cubic yard. No concrete shall be poured until a City of Fort Pierce inspector approves the formwork. **One week prior to pouring concrete the CONTRACTOR shall be required to submit the mix designs for approval by the ENGINEER.** The Basis of payment for **Driveway Apron w/ Concrete & Brick Paver (6" Thick w/ Fiber Mesh) (3,000 PSI Min.)** shall be paid as SQUARE YARD.
522-26X	**Driveway Apron w/ Travertine (6" Thick w/ Fiber Mesh) (3,000 PSI Min.)** The bid price for this item shall include, but not be limited to, the requirements of Section 520 Concrete Gutter, Curb Elements and Traffic Separators and Section 522 Concrete Sidewalk and Driveways of the Standard Specifications and Index 522-003 of the FDOT FY 2023-2024 Design Standards. The unit cost shall include all materials, manpower and equipment for installation as shown on the plans. Locations of driveways are approximate and shall be field adjusted to suit the actual requirements at the time of construction. Concrete mix shall contain synthetic (polypropylene) fibers in the amount of one and one half (1.5) pounds per cubic yard. No concrete shall be poured until a City of Fort Pierce inspector approves the formwork. **One week prior to pouring concrete the CONTRACTOR shall be required to submit the mix designs for approval by the ENGINEER.** The Basis of payment for **Driveway Apron w/ Travertine (6" Thick w/ Fiber Mesh) (3,000 PSI Min.)** shall be paid as SQUARE YARD.
522-27X	**Driveway Apron w/ Stamped Concrete (6" Thick w/ Fiber Mesh) (3,000 PSI Min.)** The bid price for this item shall include, but not be limited to, the requirements of Section 520 Concrete Gutter, Curb Elements and Traffic Separators and Section 522 Concrete Sidewalk and Driveways of the Standard Specifications and Index 522-003 of the FDOT FY

	2023-2024 Design Standards. The unit cost shall include all materials, manpower and equipment for installation as shown on the plans. Locations of driveways are approximate and shall be field adjusted to suit the actual requirements at the time of construction. Concrete mix shall contain synthetic (polypropylene) fibers in the amount of one and one half (1.5) pounds per cubic yard. No concrete shall be poured until a City of Fort Pierce inspector approves the formwork. **One week prior to pouring concrete the CONTRACTOR shall be required to submit the mix designs for approval by the ENGINEER.** The Basis of payment for **Driveway Apron w/ Stamped Concrete (6" Thick w/ Fiber Mesh) (3,000 PSI Min.)** shall be paid as SQUARE YARD.
570-1-2XX	**Performance Turf (Sod) (Bermuda)** The bid price for this item shall include, but not be limited to the requirements of Section 570 Performance Turf of the Supplemental Standard Specifications as well as all manpower, equipment, materials, and any other items necessary to perform the task. All disturbed areas shall be covered to match like kind. Also included in this item is any fertilizer and water needed. All disturbed areas shall be covered with a good stand of grass upon acceptance of the project by CITY OF FORT PIERCE BOCC. The CONTRACTOR will be responsible for repairing all washed-out and eroded areas and watering of the sod until such time as the project is accepted by the CITY OF FORT PIERCE BOCC. The basis of payment for **Performance Turf (Sod) (Bermuda)** shall be paid as SQUARE YARD.
570-1-2XX	**Performance Turf (Sod) (Floratam)** The bid price for this item shall include, but not be limited to the requirements of Section 570 Performance Turf of the Supplemental Standard Specifications as well as all manpower, equipment, materials, and any other items necessary to perform the task. All disturbed areas shall be covered to match like kind. Also included in this item is any fertilizer and water needed. All disturbed areas shall be covered with a good stand of grass upon acceptance of the project by CITY OF FORT PIERCE BOCC. The CONTRACTOR will be responsible for repairing all washed-out and eroded areas and watering of the sod until such time as the project is accepted by the CITY OF FORT PIERCE BOCC. The basis of payment for **Performance Turf (Sod) (Floratam)** shall be paid as SQUARE YARD.
711-11-125X	**Thermoplastic Traffic Striping (White) (24")**

	The bid price for this item shall meet the requirements of Section 711 Thermoplastic Traffic Stripes and Markings of the Standard Specifications. The unit cost shall include all cleaning and preparing of surfaces, furnishing of all materials, application, curing and protection of traffic, furnishing of all tools, machines and equipment for installation as shown on the plans. The basis of payment for **Thermoplastic Traffic Striping (White) (24")** shall be paid as LINEAR FEET.
711-15-201X	**Thermoplastic Traffic Striping (Yellow) (6")** The bid price for this item shall meet the requirements of Section 711 Thermoplastic Traffic Stripes and Markings of the Standard Specifications. The unit cost shall include all cleaning and preparing of surfaces, furnishing of all materials, application, curing and protection of traffic, furnishing of all tools, machines and equipment for installation as shown on the plans. The basis of payment for **Thermoplastic Traffic Striping (Yellow) (6")** shall be paid as LINEAR FEET.
1050-31-206X	**PVC Water Main (6") (F&I)** The bid price for this item shall meet the requirements of the Fort Pierce Utility Authority (FPUA) Design & Construction Standards, latest edition. The unit cost shall include, but not be limited to all excavation except volume included in items for the grading work on the project, all backfilling material and compaction; furnishing of all tools, materials, machines, pipe flushing (pigging) and equipment for installation as shown on the plans. In addition, unit cost to include installation of mechanical joint restraints pursuant to FPUA standards. Minimum restrained lengths shall be in accordance with the EBAA Restraint Length Calculator, v 6.0. The basis of payment for **PVC Water Main (6") (F&I)** shall be paid as LINEAR FEET.
1080-15X	**Water Meter / Service (Adjust)** The bid price for this item shall meet the requirements of the Fort Pierce Utility Authority Design & Construction Standards, latest edition. The unit cost shall include, but not be limited to all excavation except volume included in items for the grading work on the project, all backfilling material and compaction; furnishing of all tools, materials, machines and equipment for installation as shown on the plans. The basis of payment for **Water Meter / Service (Adjust)** shall be paid as EACH.
1664-4-700X	**Fire Hydrant Remove and Reset** The bid price for this item shall meet the requirements of the Fort Pierce Utility Authority Design & Construction Standards, latest edition. The unit cost shall include, but not be limited to all excavation except volume included in items for the grading work on the project,

	all backfilling material and compaction; furnishing of all tools, materials, machines and equipment for installation as shown on the plans. The basis of payment for **Fire Hydrant Remove and Reset** shall be paid as EACH.
1664-4-800X	**Fire Hydrant Relocate** The bid price for this item shall meet the requirements of the Fort Pierce Utility Authority Design & Construction Standards, latest edition. The unit cost shall include, but not be limited to all excavation except volume included in items for the grading work on the project, all backfilling material and compaction; furnishing of all tools, materials, machines and equipment for installation as shown on the plans. The basis of payment for **Fire Hydrant Relocate** shall be paid as EACH.

END OF SECTION

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

Exhibit D

SECTION 01000 – GENERAL REQUIREMENTS:

1.01 INTRODUCTION:

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

A. TERMINOLOGY

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

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

Director – The Director of Utilities or his authorized representative.

Department – The applicable FPUA Water or Wastewater Department.

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

Engineer – Engineer of Record.

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

1.02 COMMENCEMENT OF WORK:

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

1.03 USE OF RIGHT-OF-WAY:

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

1.04 OTHER STANDARDS:

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

AASHTO: American Association of State Highway Traffic Officials

ANSI :(USASI, ASA), American National Standards Institute (formerly United States of America Standards Institute, formerly the American Standards Association)

AWWA: American Water Works Association

CSI: Construction Standards Institute

DIPRA: Ductile Iron Pipe Research Association

EPA: Environmental Protection Agency, United States FDEP:

Florida Department of Environmental Protection FDOT:

Florida Department of Transportation, State of Florida FM:

Factory Mutual

FS: Florida Statutes

NEC: National Electrical Code

NEMA: National Electrical Manufacturers Association

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

SFWMD: South Florida Water Management District

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

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

UL: Underwriters Laboratories

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

1.05 SAMPLING AND TESTING:

A. Except as otherwise provided, sampling and testing of materials, and the laboratory methods and testing equipment used, when required, shall be in accordance with the latest published standards (including published tentative) or methods of ASTM, (including published tentative) or methods of AASHTO, AWWA, or other such organizations recognized as authoritative for the type of test required.

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

1.06 LEGAL RESTRICTIONS AND PERMITS:

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

1.07 PUBLIC CONVENIENCE AND SAFETY:

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

B. Precaution shall be exercised at all times for the protection of persons and property. The Contractor shall be responsible for safety on the job site. The safety

provisions of applicable laws, building codes and construction codes shall be observed. Machinery, equipment and other hazards shall be guarded in accordance with the safety provisions of OSHA, and the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America.

1.08 CHEMICAL USAGE:

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

1.09 PROTECTION OF PROPERTY

A. The Contractor shall not enter upon private property for any purpose without first obtaining permission, and he shall use every precaution necessary to prevent damage or injury to any public or private property, trees, fences, monuments, and underground structures, etc., on and adjacent to the site of the work. If work is to be performed in an easement on private property, then affected property owners shall be notified 24 hours in advance of construction.

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

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

1.10 RESTORATION OF PROPERTY

A. Responsibility: All damage as a result of construction work done to existing structures, wetland areas, roadway pavement, driveways, other paved areas,

fences, utilities, traffic control devices, and any other obstruction not specifically named herein, shall be repaired, restored, or replaced by the Contractor unless otherwise specified.

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

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

C. Permanent Repairs: All damage named in Paragraph 1.10A above shall be permanently repaired, restored, or replaced no later than the 30 calendar days following the completion of construction at that location unless otherwise stipulated. Permanent repairs will be accomplished in a professional workmanship-like manner in accordance with specifications contained herein, or contract documents, if addressed. The Contractor may be relieved of the 30-day time limit only by specific written agreement with the Utilities Engineer or by the Director.

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

E. Protection and Restoration of Easements on and/or Road Right-of-Way, and Private Property: During the course of construction, the Contractor shall take special care and provide adequate protection in order to minimize damage to vegetation, surfaced areas, and structures within the construction right-of-way, easement, or site, and take full responsibility for the replacement or repair thereof. The Contractor shall immediately repair any damage to the private property created by encroachment thereon. Should the removal or trimming of valuable trees, shrubs or grass be required to facilitate the installation within the

designated construction area, this work shall be done in cooperation with the appropriate agency having jurisdiction in the area in which the work takes place. Said valuable vegetation, removed or damaged, shall be replanted, if possible, or replaced by items of equal quality, and maintained until growth is reestablished. Topsoil damaged in the course of work shall be replaced with at least a four-inch layer of suitable material. Following construction completion, the work area along the route of the installation shall be finish graded to elevations compatible with the adjacent surface, with grassing or hand raking required within developed areas.

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

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

1.11 WORK IN STREETS:

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

B. Traffic Control Devices, Signs, and Barricades: The Contractor shall provide, erect, and maintain effective barricades, traffic control devices, danger signals, and signs on all intercepted streets or highways and in other locations where

required for the protection of the work and the safety of the public. Barricades or obstructions that encroach on, or, are adjacent to, public rights-of-way shall be provided with lights that shall be kept burning at all times between sunset and sunrise. Conformity with State, County, City, and local laws and regulations is required in the use of streets and highways. The Contractor shall be responsible for all damages resulting from any neglect or failure to meet these requirements. Flagmen shall be provided as required by local regulations or as necessary to fulfill the requirements stated herein.

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

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

1.12 DISRUPTION TO EXISTING SYSTEM OPERATIONS:

The Contractor shall perform operations necessary for connecting to the existing system at times of minimum flow rate. Said operations shall be accomplished expeditiously in order to minimize service disruption. All schedules shall be coordinated with and approved by the Utilities Engineer. A plan for connection shall be submitted to the Utilities Engineer at a minimum of 72 hours prior to connection.

1.13 MINIMIZING SILTATIONS AND BANK EROSION:

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

1.14 SURVEY AND CONSTRUCTION STAKES:

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

1.15 BENCHMARKS AND MONUMENTS:

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

1.16 EMPLOYEES AND SUPERINTENDENTS:

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

1.17 SANITARY PROVISIONS:

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

1.18 CONFORMITY WITH PLANS AND ALLOWABLE DEVIATIONS:

The entire installation and each part thereof shall be constructed in the position required, the finished surfaces of structures shall conform to the elevations and gradients specified, and all parts of both substructures and superstructures shall be in proper alignment and adjustment and confirmed by the Engineer of Record during and/or prior to actual installation. The Contractor shall provide all frames, forms, false work, shoring,

guides, anchors, and temporary structures that may be required to assure these results. Any deviation from the plans and working drawings that may be required must have prior approval of the Engineer and the Utilities Engineer.

1.19 SUBSTITUTIONSOR"APPROVEDEQUALS":

Whenever a material or article required is specified or shown on the approved plans by using the name of the proprietary product or of a particular manufacturer or vendor, it shall be considered that this was done only for the purpose of establishing a standard of quality for the specified materials. Any material or article which will perform the function imposed by the general design will be considered equal and satisfactory, provided the Utilities Engineer is assured the material or article so proposed is of like substance, form and function. Such substitutions shall not be purchased or installed without written approval from the Utilities Engineer. Substitution may be restricted because of inventory control.

1.20 INSPECTION BY DEVELOPER- NOT USED

1.21 INSPECTION BY OTHER AGENCIES:

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

1.22 CONTRACTOR'SFIELDDRAWINGS

A. The Contractor is required to maintain a working set of drawings.

B. Contractor must notify Utilities Engineer to allow him to be present at all critical times such as tie-ins, utility crossings, pressure testing, pigging, flushing, chlorinating, structure installations, televising, lift station start-up and testing or any other events as determined by the Utilities Engineer.

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

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

E. In the event that construction is required in public right-of–ways or public easements, the Contractor shall provide a detailed VHS or digital video of the construction route, which will be reviewed by the Utilities Engineer. The video must be provided to FPUA a minimum of one week prior to the start of construction.

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

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

1.23 CONTRACTOR AS-BUILT/RECORD DRAWINGS

As-Built drawings are the sole responsibility of the Contractor. The Contractor shall utilize the services of a surveyor as referenced in Section 1.20 to compile accurate record drawings in conformance with all requirements listed below.

A. All record information shall be placed in the following datums:
1. Horizontal: NAD 1983 State Plane Florida East Zone 0901 Foot
2. Vertical: NGVD29 or NAVD88 - (NAVD88 benchmarks are not as readily available however use when possible)
3. Datums shall be clearly identified on ALL submittals.

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

C. Submittals for Record drawings are listed below:
1. First Submittal and Re-submittals
   i. (2) Complete set on paper (Bond).
2. Final Submittal
   i. (2) Complete sets on paper (Bond).
   ii. (1) Complete set on Mylar (Matte Film)

iii. (1) CD with AutoCAD File and any related files.

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

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

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

G. All utilities shall use the following layering convention:

1. Proposed and/or Existing underground – P-U-*-%

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

iv. Examples: P-U-Water-FH, E-U-Sewer-MH, etc....

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

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

J. Draw in detail any substantial changes.

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

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

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

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

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

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

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

R. Mark all bacteriological sampling points on plans.

S. Bore logs required for all directional drills: include on record drawing depicting both horizontally and vertically.

T. GPS all appurtenances with sub meter or greater accuracy (valves, fittings, hydrants, etc.) using datum listed in Item 1.22(C).

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

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

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

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

1.24 DEFECTIVE AND UNAUTHORIZED WORK:

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

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

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

1.25 WARRANTY:

A. One Year Warranty Period: If, within one year after the date of final acceptance by FPUA or such longer period of time as may be prescribed by laws or regulations, or by the terms of any applicable special guarantee required by the contract documents, or by any specific provision of the contract documents, any work is found to be defective, the Contractor shall promptly, without cost to FPUA and in accordance with written instructions from the Engineer and/or the Utilities Engineer, either correct such defective work, or if it has been rejected, remove it from the site and replace it with non-defective work. If the Contractor does not promptly comply with the terms of such instructions, FPUA may have the defective work corrected or the rejected work removed and replaced, and all direct, indirect, and consequential costs of such removal and replacement (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals) will be paid by the Contractor. In special circumstance where a particular item of equipment is placed in continuous service before substantial completion of all the work, the warranty period for that item may start to run from an earlier date if so provided by the specifications or by written amendment to the Contract Documents.

B. Emergency Repairs: During the time that a utilities construction project is either under construction or under a warranty period, emergencies which arise must be handled as the situation dictates. In as much as each situation is unique because

of time, place, and circumstance, the following guidelines will be used to the extent possible:

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

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

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

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

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

1.26 UTILITY EASEMENTS – NOT USED

1.27 ACTIVATION OF NEW SERVICES- NOT USED

1.27 EQUIPMENT INSTALLATION – NOT USED

1.28 NAMEPLATES – NOT USED

1.29 MODIFICATIONS TO EXISTING EQUIPMENT:

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

1.30 SALVAGE:

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

1.31 EQUIPMENT OPERATING TESTS – NOT USED

1.32 MANUFACTURER SUPERVISION- NOT USED

1.33 OPERATING INSTRUCTIONS AND PARTS LISTS – NOT USED

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

Exhibit E

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BID FORMS

PROPOSAL TO
THE CITY OF FORT PIERCE

FOR

SURFSIDE NEIGHBORHOOD ROADWAY
IMPROVEMENTS PHASE II

NAME OF BIDDER: Pav-Co Contracting, Inc.

MAILING ADDRESS: PO Box 2499 Hobe Sound, Fl 33475

STREET ADDRESS: 11140 SE Federal Hwy. Hobe Sound, Fl 33455 (Zip Code)

PHONE NUMBER: (772) 286-7385

To the: City of Fort Pierce

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

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

No. 1	Dated 2/18/25	No. _____	Dated _____
No. 2	Dated 2/18/25	No. _____	Dated _____
No. 3	Dated 2/18/25	No. _____	Dated _____

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

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

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

The undersigned, as Bidder, declares that the Bid is made in good faith; that this proposal is made without collusion with any person, firm, or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute a contract with the City in the form set forth in the Contract Documents.

BID FORMS

that he will furnish the Contract Security Insurance Certificates; that he is aware that failure to properly comply with the requirements set out in the INSTRUCTIONS TO BIDDERS and elsewhere in the Contract Documents may result in a finding that the Bidder is non- responsive and a forfeiture of the Bid Security.

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

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

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

LIST OF MAJOR SUBCONTRACTORS

1. If awarded a contract as a result of this Bid, the major subcontractors used in the prosecution of the Work will be those listed below, and
2. The following list includes all subcontractors who will perform Work, and
3. The Bidder represents that the subcontractors listed below are financially responsible and are qualified to do the Work required, and
4. 40% of Work must be done by the General Contractor's entity.

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

1. **Work to be Done** **Name of Subcontractor** **Address**

CONCRETE - SPADA FLAT WORK LLC 8464 Belvedere Rd WPB 33411
HARDSCAPES - BRICK PAVERS - 5009 LACE AVE Ft. Pierce FL 34982
DRAINAGE/UTILITIES - SUNLINE Civil Construction, INC. 3537 SW Corporate Way Palm City FL 34990
SURVEY - BETSY LINDSAY 7997 SW JACK JAMES DRIVE STUART FL 34997
ACME BARRICADES 3705 Interstate Parkway WPB FL 33404 - M.O.T.
TESTING - UES 607 NW Commodity Cove Port St. Lucie FL 34986
STRIPING - DUANSEAL 3524 SW Deggeller Ct Palm City FL 34990

BID FORMS

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

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

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

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

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

ACCOMPANYING THIS PROPOSAL IS Bidder's bond
(Insert the word(s) "cashier's check," "bidder's bond," "certified check," or other security as provided by law, as the case may be), in an amount equal to at least 10% of the total amount of the bid, payable to the CITY OF FORT PIERCE the undersigned deposits above-named security as a proposal guarantee and agrees that it shall be forfeited to the City as liquidated damages in case this proposal is accepted by the City and the undersigned fails to execute a contract with the City as specified in the Contract Documents, accompanied by the required payment and faithful performance bonds, with sureties satisfactory to the City, and accompanied by the required certificates of insurance coverage and endorsements. Should the City be required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay City reasonable attorneys' fees and costs (including attorneys' fees and costs on appeals), incurred with or without suit.

The Work shall be performed under a State of Florida Contractor's License. Contract shall not be awarded unless proof of valid license(s) is provided, and license shall be appropriate for the nature of the Work.

The Bidder certifies that the following documents are included in the Bid and are complete:

1. Bid form, list of Addenda received, and authorized signatures.
2. Bid Bond with Power of Attorney attached.
3. Affidavit of Non-Collusion.
4. Trench Safety Act Form.

The Bidder further certifies that he will submit within ten (10) days of notification of the Apparent Successful Bidder:

BID FORMS

1. List of Major Subcontractors
2. Payment Bond
3. Performance Bond
4. Agreement
5. Certificates of Insurance

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth below, together with signature(s) of the officer or officers authorized to sign contracts on behalf of the corporation and corporate seal; if bidder is a partnership, the true name of the firm shall be set forth below with the signature(s) of the partner or partners authorized to sign contracts in behalf of the partnership; and if the bidder is an individual, his signature shall be placed below.

Bidder: Pav-Co Contracting, Inc
(Type or Print)

By: W. Smith

Name: _____

Title: _____

Dated: _____, 2024

JANE L. JONES
Notary Public-State of Florida
Commission # HH 534993
My Commission Expires
June 04, 2028

(Corporate Seal)

Attest
If Corporation

By: _____
(Signature)

Name: _____

Title: _____

Witnesses: _____
(Signature)

(If partnership
Or individual)_____
(Signature)

BID FORMS

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

_____

END OF SECTION

BID FORMS

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Par-Co Contracting, Inc, as Principal, and United States Fire Insurance Company, as Surety, are held and firmly bound unto the City of Fort Pierce, hereinafter called the City, in the penal sum of Three Million Four Hundred Sixty Nine thousand two hundred SIXty seven + 18/100 Dollars ($ 3,469,267.18), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. The Bid Bond amount shall be ten (10) percent of the Base Bid amount as entered on the Bid Form.

The condition of this obligation is such that whereas the principal has submitted the accompanying bid dated 2/18/25 2025, for the Surfside Neighborhood Roadway Improvements Phase II

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period of time set forth in the Contract Documents, and shall within ten (10) calendar days after receipt of the Notice of Award enter into a written contract with the City in accordance with the bid as accepted, and if the Principal shall give the required bonds with good and sufficient sureties for the faithful performance and proper fulfillment of such contract and for the protection of subcontractors, laborers and material men, and if the Principal has provided the required evidence of insurance as set forth in the Contract Documents and complied with the Florida Department of Environmental Protection certifications and requirements, and all other contract provisions, or in the event of withdrawal of said bid within the periods specified, or the failure to enter into said contract, or failure to comply with FDEP requirements, or otherwise, if the Principal shall within sixty (60) days after request by the City to pay to the City the difference between the amount specified in said bid and the amount for which the City may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

It is further agreed that if the City is required to utilize legal counsel to recover on this bond, it may also recover its costs relating thereto, including a reasonable amount for attorneys' fees and costs, including attorneys' fees and costs in appellate proceedings.

BID BOND REQUEST

bbb
Inc.

Today's Date: 2/11/25 Bid Date: 2/18/25 Time 3pm

Contractor: PAV-CO Contracting, INC :

Obligee: Gregory Carpino :

Obligee's Address 11140 SE Federal Hwy, City: Hobe Sound, State: FL Zip 33455

Job Description: SURFSIDE NEIGHBORHOOD ROADWAY IMPROVEMENTS PHASE II - ROADWAY - DRAINAGE - UTILITY IMPROVEMENTS City OF Ft. Pierce Bid # 2025-014

Location: City Ft. Pierce, State FL

Estimated Contract Amount:$ 2,000,000.00 Bid Bond Percentage: 10 %

Percentage Subcontracted: 35%

Bid Bond Form Required (check one): X AIA, ___ Obligee, ___ Other

FINAL BOND REQUIREMENTS

Performance Bond Amount: 100 % Labor & Material Bond Amount: 100 %

Time Allowed to Complete: 180 Start Date: TBD

Length of Warranty: 1 year Liquidated Damages: $500/day

Please Indicate Delivery Service Required for the bond

Account #

Requested by W. CARPINO Phone # (772-286-7385 Fax ( )

HOME OFFICE USE

Approved by: Date:

Approved by: Date:

BOB BARRA BONDS, INC. 8575 NW 52 PLACE, CORAL SPRINGS, FL 33067
954-255-9855 BOB@BOBBARRABONDS.COM
BOBBARRABONDS.COM

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

BB04404

KNOW ALL MEN BY THESE PRESENTS, that we Pav-Co Contracting, Inc.
533 SE Central Parkway
Stuart, FL 34994

as Principal, hereinafter called the Principal, and United States Fire Insurance Company
305 Madison Avenue,
Morristown, NJ 07962

a corporation duly organized under the laws of the State of Delaware as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Fort Pierce
100 N. JUS Highway 1, Fort Pierce, FL 34950

as Obligee, hereinafter called the Obligee, in the sum of Ten Percent of Amount Bid---------- Dollars ($ 10%)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators and successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Surfside Neighborhood Roadway Improvements Phase II
Roadway, Drainage, Utility Improvement City of Ft. Pierce
Bid #2025-014

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 18 day of February 2025

Pav-Co Contracting, Inc.
(Principal) (Seal)

(Witness) (Title)

United States Fire Insurance Company
(Surety) (Seal)

(Witness) (Title) Robert Barra Attorney In Fact

AIA DOCUMENT A310 "BID BOND" AIA ® FEBRUARY 1970 ED. THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W. WASHINGTON, D.C. 20006

WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution.

Bob Barra Bonds, Inc.
8575 NW 52 Place
Coral Springs, FL 33067
954-255-9855
Bob@bobbarrabonds.com

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

00975

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

Robert Barra

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Ten Million Dollars ($10,000,000).**

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

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

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

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

MELISSA H. D'ALESSIO
NOTARY PUBLIC OF NEW JERSEY
Commission # 50125833
My Commission Expires 4/7/2025

Melissa H. D'Alessio (Notary Public)

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 18day of February 2025

UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President

BID FORMS

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this 18th day of February , 2025 , 2024, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESSES
(if individual
or partnership)

_____

_____

PRINCIPAL

C.W. Roberts Contracting, Inc.

By: _____
(Signature)

Name: Peter Scholer

Title: Area Manager

ATTEST (if corporation)

By: _____
(Signature)

Name: _____

Title: Contract Administrator
(Corporate Seal)

SURETY

Western Surety Company and
Liberty Mutual Insurance Company

By: _____
(Signature)

Name: Richard Covington

Title: Attorney-in-Fact

(Surety Seal)

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Marc W Boots, Vickie Lacy, Richard Covington, Maria D Zuniga, Heather Noles, Stephanie Moore Harold, Ryan Varela, Ashley Koletar, Melanie Salinas, Joseph R Aulbert, Individually

of Houston, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 11th day of April, 2024.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 11th day of April, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 18th day of February, 2025.

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Bond: 602-206976-7

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

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

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

Pav-Co Contracting, Inc.
(Name of Contractor)

PO Box 2499, Hobe Sound, FL 33475 772-286-7385
(Address of Contractor)

a Corporation
(Corporation, Partnership, or Individual)

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

305 Madison Avenue, Morristown, NJ 07962 973-326-7345
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto:

City of Fort Pierce
(Name of Owner)

100 North U.S. Highway 1, Fort Pierce, Florida 34950 772-467-3000
(Address of Owner)

Hereinafter called OWNER, in the penal sum of Three Million Four Hundred Sixty Nine Thousand Two Hundred Sixty Seven Dollars and 18/100 Dollars, ($ 3,469,267.18),

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 20 day of July, 2025, a copy of which is hereto attached and made a part hereof, **to furnish labor and construction materials for the Surfside Neighborhood Roadway Improvements identified in Bid No. 2025-014.**

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, this instrument executed in Two
(Number)

counterparts, each of which shall be deemed an original, this 17 day of July ,2025.

ATTEST:

Jane L. Jones
(Principal) Secretary

Name Jane L. Jones
(Type)

(Corporate Seal)

Witness as to Principal

Witness as to Principal

Pav-Co Contracting, Inc.
Principal

By

Name Gregory Carpino
(Type)

Title President

PO Box 2499
(Address)

Hobe Sound, FL 33475

ATTEST:

(Surety) ~~Secretary~~ Witness

Name Lynn Sharkey
(Type)

(Corporate Seal)

Witness as to Surety

Witness as to Surety

United States Fire Insurance Company
Surety

By
Attorney-in-Fact

Name Robert Barra
(Type)

305 Madison Avenue
(Address)

Morristown, NJ 07962

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

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

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

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

END OF SECTION

Bond: 602-206976-7

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

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

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

Pav-Co Contracting, Inc.
(Name of Contractor)

PO Box 2499, Hobe Sound, FL 33475 772-286-7385
(Address of Contractor)

a Corportion
(Corporation, Partnership, or Individual)

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

305 Madison Avenue, Morristown, NJ 07962 973-326-7345
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto

City of Fort Pierce
(Name of Owner)

100 North U.S. Highway 1, Fort Pierce, Florida 34950 772-467-3000
(Address of Owner)

Hereinafter called Owner, in the penal sum of Three Million Four Hundred Sixty Nine Thousand Two Hundred Sixty Seven Dollars and 18/100 Dollars, ($3,469,267.18), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 2025, a copy of which is hereto attached and made a part hereof, **to furnish labor and construction materials for the Surfside Neighborhood Roadway Improvements identified in Bid No. 2025-014.**

The Surety shall be bound by any and all arbitration awards to the same extent as Contractor is bound. All dates to be filled in by Owner.

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the

prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. This bond is furnished for the sole purpose of complying with the requirements of Section 255.05, Florida Statutes, as the same may be amended.

2. It is a specific condition of this bond that a claimant's right of action on the bond is limited to the provisions of Section 255.05, Florida Statutes, including, but not limited to, the one-year time limitation within which suits may be brought.

Therefore, a claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, material, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish the Contractor with a notice that he intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for his labor, materials or supplies shall, within ninety (90) days after performance of the labor or completion of delivery of the materials or supplies, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials or supplies may be instituted against the Contractor or the Surety unless both notices have been given. No action shall be instituted against the Contractor or the Surety on the bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

3. The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of such proceeding.

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

IN WITNESS WHEREOF, this instrument executed in 2 (Number) counterparts, each of which shall be deemed an original, this 17 day of July, 2025.

ATTEST:

Jane L. Jones
(Principal) Secretary

Name Jane L. Jones
(Type)

(Corporate Seal)

Pav-Co Contracting, Inc.
Principal

By

Name Gregory Carpino
(Type)

Title President

PO Box 2499
(Address)

Hobe Sound, FL 33475

Witness as to Principal

Witness as to Principal

ATTEST:

(Surety) Secretary

Name Lynn Sharkey
(Type)

(Corporate Seal)

Witness as to Surety

Witness as to Surety

United States Fire Insurance Company
Surety

By
Attorney-in-Fact

Name Robert Barra
(Type)

305 Madison Avenue
(Address)

Morristown, NJ 07962

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

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

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

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

END OF SECTION

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

00975

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

Robert Barra

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Ten Million Dollars ($10,000,000).**

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

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

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

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

State of New Jersey}
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

MELISSA H. D'ALESSIO
NOTARY PUBLIC OF NEW JERSEY
Commission # 50125833
My Commission Expires 4/7/2025

Melissa H. D'Alessio (Notary Public)

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 17day of July 2025

UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President

PUBLIC WORKS BOND

THIS IS THE FRONT PAGE OF THIS PERFORMANCE AND PAYMENT BOND ISSUED IN COMPLIANCE WITH CHAPTER s255.05 FLORIDA STATUTES.

BOND NO.	602-206976-7
CONTRACTOR NAME:	Pav-Co Contracting, Inc.
CONTRACTOR ADDRESS:	11140 SE Federal Hwy. Hobe Sound, FL 33455
CONTRACTOR PHONE NO.	(772-) 286-7385
SURETY COMPANY:	United States Fire Insurance Company 305 Madison Avenue Morristown, NJ 07962 973-326-7345
OWNER NAME:	City of Fort Pierce
OWNER ADDRESS:	100 North US Hwy. 1 Fort Pierce, FL 34950
OWNER PHONE NO.	(772) 467-3000
OBLIGEE NAME:(If contracting entity is different from the owner, the contracting public entity)	
OBLIGEE ADDRESS:	
OBLIGEE PHONE NO.	( )
BOND AMOUNT:	$3,469,267.18
CONTRACT NO. (If Applicable)	Bid No. 2025-014
DESCRIPTION OF WORK:	Surfside Neighborhood Roadway Improvements Phase II
PROJECT LOCATION:	Fort Pierce, FL
LEGAL DESCRIPTION:	

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 5507961 07/24/2025 08:31:49 AM
OR BOOK 5344 PAGE 439 - 446 Doc Type: BOND
RECORDING: $69.50

FRONT PAGE

(ALL OTHER BOND PAGES ARE DEEMED SUBSEQUENT TO THIS PAGE REGARDLESS OF ANY PAGE NUMBERS THAT MAY BE PRE-PRINTED THEREON)

BID FORMS

NOTICE TO PROCEED

Date: _____

To:_____

_____ **Contractor.**

Notice to Proceed on Project: Surfside Neighborhood Roadway Improvements Phase II, Bid No: 2025-014

Cost of Project based on Unit Prices by Agreement: $_____

You are hereby notified to proceed with the Work on the subject Project on or before _____, 2025 and to obtain Substantial completion within 90 calendar days and Final completion within 120 calendar days. Find attached four (4) sets of the subject project drawings.

The completion date for **this project** work shall be: _____**, 2025.**

OWNER:

CITY OF FT. PIERCE, FLORIDA

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

BY:

_____

John R. Andrews, P.E.
City Engineer

ACKNOWLEDGE RECEIPT OF NOTICE

By: _____ _____
Contractor Date

END OF SECTION

CHANGE ORDER FORM
CITY OF FORT PIERCE

PROJECT: **Surfside Neighborhood Roadway Improvements Phase II**

DATE: _____ CONTRACTOR: _____

OWNER: CITY OF FORT PIERCE AGREEMENT DATE: _____

CHANGE ORDER REQUESTED BY: City _____ Contractor _____

THE FOLLOWING CHANGES ARE MADE TO THE CONTRACT DOCUMENTS:

CONTRACT AMOUNT AND CONTRACT TIME:

Original CONTRACT AWARD AMOUNT $ _____

Current CONTRACT AMOUNT ADJUSTED by Previous CHANGE ORDER(S) $ _____

Net (Increase) (Decrease) of CONTRACT AMOUNT resulting from this CHANGE ORDER $ _____

Current CONTRACT AMOUNT Including this CHANGE ORDER $ _____

ORIGINAL CONTRACT TIME _____ Calendar Days

Current CONTRACT TIME ADJUSTED by Previous CHANGE ORDER _____ Calendar Days

Net (Increase) (Decrease) Resulting from this CHANGE ORDER _____ Calendar Days

Current CONTRACT COMPLETION DATE including this CHANGE ORDER _____

(Change Order No._____, Page 1 of 2)

CHANGES ORDERED:

I. GENERAL: This CHANGE ORDER is necessary to cover changes in the Work to be performed under the Contract Documents. General Conditions, Supplementary Conditions as applicable, Specifications, and all parts listed in Article 1, Definitions of the General Conditions, apply to and govern all Work under this CHANGE ORDER.

II. REQUIRED CHANGES:

_____

_____

III. JUSTIFICATION:

_____

_____

IV. PAYMENT:

Payment for the above listed items shall be made according to the Agreement.

V. APPROVAL AND CHANGE AUTHORIZATION:

Acknowledgments: The aforementioned change(s), and work affected thereby, is subject to all provisions of the original Agreement not specifically changed by this Change Order; and it is expressly understood and agreed that the approval of this Change Order shall have no effect on the original Agreement other than matters expressly provided herein.

RECOMMENDED BY:

_____

By:_____
Signature

Date:_____

ACCEPTED BY:

Contractor: _____

By:_____
Signature

Name:_____

Date:_____

APPROVED BY: City of Ft. Pierce

Date:_____

By:_____
Signature & Title

END OF CHANGE ORDER

APPLICATION FOR PAYMENT

Application for payment forms will be issued at the Pre-construction Conference.

END OF SECTION

BID FORMS

CERTIFICATE OF OWNER'S ATTORNEY

PROJECT: SURFSIDE NEIGHBORHOOD ROADWAY IMPROVEMENTS PHASE II

I, the undersigned, Ryan Brooks
(Name of Attorney)

the duly authorized and acting legal representative of C.W. Roberts Contracting, Incorporated

(Owner), do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

Ryan Brooks
Attorney

2/17/2025
Date

END OF SECTION

EXHIBIT "E"
SECTION 010

BID FORMS

BIDDER'S QUALIFICATIONS QUESTIONNAIRE

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires. Qualifications Questionnaire must be submitted with the Proposal.

1. Name of Bidder. Par-Co Contracting
2. Permanent Main Office address. 11140 SE Federal Hwy. Hobe Sound, Fl 33455
3. When organized? 1986
4. If a corporation, where incorporated? Florida
5. How many years have you been engaged in construction under this present firm or trade name? 39 years
6. Contracts on hand: (Schedule of these, showing gross amount of each contract and the appropriate anticipated dates of completion.)
7. General character of work performed by you. Site Development
8. Have you ever failed to complete any work awarded to you? If so, where and why? NO
9. Have you ever defaulted on a contract? If so, where and why? NO
10. List the more important contracts recently completed by you, stating approximate gross costs of each and the month and year completed. Include the name and telephone number of contact in company for which you provided work.
11. List your major equipment available for this contract. Grader, Excavator, dozer, loader, Roller
12. Experience in general construction work similar in scope to this project. (If additional space is needed or required, it may be attached to this sheet.)
13. Background and experience of the principal members of your company, including the officers.
14. Give bank reference. Seacoast National Bank - (772)546-5098
15. You will furnish a detailed financial statement and, upon request, any other information that may be required by the City of Fort Pierce.
16. The Undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Fort Pierce in the County of St. Lucie

BID FORMS

Dated at Stuart this 18th day of February, 2025

Contractor:

Par-Co Contracting

By W. Carpino V.P.

(Name & Title)

County of Martin
State of Florida

William Carpino, being duly sworn, deposes and says that he is V.P. of Par-Co Contracting, and that the answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed and sworn to before me this 18th day of February, 2025.

Jane L. Jones
Notary Public

My Commission Expires:

June 4, 2028 (Seal)

END OF SECTION

JANE L. JONES
Notary Public-State of Florida
Commission # HH 534993
My Commission Expires
June 04, 2028

BID FORMS

NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Martin

William Carpino, being first duly sworn, deposes and says:

That he/she is Vice President of Pav-Co Contracting, Inc.
(a partner or officer of the firm of, etc.)

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

Pav-Co Contracting, Inc.
(Firm Name)

By: _____

Title: V.P.

Subscribed and sworn to before me this 18th day of February, 2025

Jane L. Jones
Notary Public

My Commission expires: (Seal)
June 4, 2028

JANE L. JONES
Notary Public-State of Florida
Commission # HH 534993
My Commission Expires
June 04, 2028

END OF SECTION

BID FORMS

PUBLIC ENTITY CRIMES AFFIDAVIT

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

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

1. This sworn statement is submitted with Bid No. 2025-014 for **Surfside Neighborhood Roadway Improvements Phase II**

2. This sworn statement is submitted by Par Co Contracting, Inc.
(name of entity submitting sworn statement)
whose business address is 11140 SE Federal Hwy. Hobe Sound, Fl. 33455
and (if applicable) its Federal Employer Identification Number (FEIN) is
59-2754935 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. My name is William Carpino my relationship to the entity named above is Vice President.
(please print name of individual signing)

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

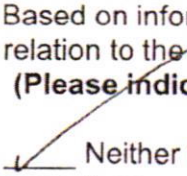
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment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

6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   1. A predecessor or successor of a person convicted of a public entity crime: or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The

term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima tacie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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



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

___ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

___ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**

___ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

___ The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

BID FORMS

Signature: _____

Date: 2/18/25

STATE OF Florida

COUNTY OF Martin

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

William Cargino who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this 18th day of February 2025.

NOTARY PUBLIC SEAL:

JANE L. JONES
Notary Public-State of Florida
Commission # HH 534993
My Commission Expires
June 04, 2028

My commission expires: June 4, 2028

END OF SECTION

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors, exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE: February 18th, 2025

Official Address
(Including Zip Code):

11140 SE Federal Hwy
Hobe Sound, FL 33455

By: _____
U.P.
(Title)

END OF SECTION

TRENCH SAFETY ACT COMPLIANCE STATEMENT
BID NO. 2025-014

Instructions:

Chapter 90-96 of the Laws of Florida requires all contractors engaged by the City of Fort Pierce to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective contractors are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

Certification:

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:

Three thousand and xx/100 Dollars
(Written)

3000.00
(Figures)

3. The amount listed above has been included within the Base Bid.

Certified: Pav-Co Contracting
(Company-Contractor)
By: [signature]
(President's Signature)
GREG CARSON
(President's Typed or Printed Name)

Notarization:

Sworn to and subscribed before me in Martin County, Florida on the 18th day of February, 2025.

Notary Public: Jane L Jones (affix seal) My Commission Expires: June 4, 2028

JANE L. JONES
Notary Public-State of Florida
Commission # HH 534993
My Commission Expires
June 04, 2028

END OF SECTION

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Pav-Co Contracting, Inc. does:
(Name of Business)

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

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

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

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

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

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

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

Proposer's Signature

2/13/25
Date

END OF SECTION

SUBSTITUTION SHEET
FORT PIERCE, FLORIDA

PROJECT TITLE: SURFSIDE NEIGHBORHOOD ROADWAY IMPROVEMENTS PHASE II

BID NO. 2025-014
SUBSTITUTION SHEET

DESCRIPTION OR BID ITEM NO.	MAKE SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
			$	$
			$	$
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EXHIBIT "E"
SECTION 018

CONTRACTOR VERIFICATION FORM

FORT PIERCE, FLORIDA
SEALED BID NO. 2025-014

PROJECT TITLE: SURFSIDE NEIGHBORHOOD ROADWAY IMPROVEMENTS PHASE II

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of firm: Pav-Co Contracting, Inc.

Corporate Title: _____

Address: 11140 SE Federal Hwy

Hobe Sound, FL 33455
(Zip Code)

By: W. Cappino V.P.
(Print name) (Print title)

(Authorized Signature)

Telephone: (772) 286-7385

Fax: ( ) _____

State License # CGC1532201 **(ATTACH COPY)**

County License # _____ **(ATTACH COPY)**

City License: **(ATTACH PROOF OF REGISTRATION WITH THE CITY)**

Type of License: General Contractor

Unlimited _____(yes/no)

If "NO", Limited to what trade? _____

END OF SECTION

LIST OF REFERENCES

FORT PIERCE/ST. LUCIE COUNTY, FLORIDA

PROJECT TITLE: SURFSIDE NEIGHBORHOOD ROADWAY IMPROVEMENTS PHASE II

BID NO. 2025-014

OWNER'S NAME/ADDRESS	PROJECT	CONTACT PERSON	TELEPHONE NUMBER
Highpoint Section III 724 Highpoint Blvd Fort. Pierce, FL 34982	High Point	Theresa	772-465-6438
City of Fort Pierce PO Box 1480 Ft. Pierce, FL 34954	8th St. Mill Overlay	Veneta Barnes	772-467-3783
Felix Civil Construction 8528 SW Kansas Ave Stuart, FL 34997	Indio Rd. Water Main	Kenny Sandow	772-220-2722

END OF SECTION

E-VERIFY
FORT PIERCE, FLORIDA

PROJECT: **SURFSIDE NEIGHBORHOOD ROADWAY IMPROVEMENTS PHASE II**

Bid No.: 2024-014

Project Description: Roadway improvements to include drainage improvements, water main installation, utility adjustments and roadway restoration.

Vendor/Consultant acknowledges and agrees to the following:

1. Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Consultant during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to this contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Company/Firm: Par-Con Contracting, Inc.

Authorized Signature:

Title: Vice President

Date: 2/18/25

END OF SECTION

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

Exhibit F

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SECTION 1 - CONTRACT DOCUMENTS

1.1 DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Owner-Contractor Agreement, including Invitation for Bid, Instruction to Bidders, Contractor's Bid (including documentation accompanying the Bid and any documentation submitted prior to the Notice of Award), Performance Bond, Payment Bond, Bid Bond, Insurance Certificates and Endorsements, and copies of policies, Notice of Award, Notice to Proceed, these General Conditions, Special Supplemental Conditions, and any Modifications. A Modification is:(1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a written interpretation issued by the City Engineer pursuant to Subparagraph 2.2.8, or (4) a written order for a minor change in the Work for each project issued by the City Engineer pursuant to Paragraph 12.3.

1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner and any Subcontractor or Sub-subcontractor.

1.1.3 THE WORK

The Work comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part.

1.1.5 ADDENDA

Written or graphic instruments issued prior to the Award of the Contract which modify or interpret the Contract Documents by additions, deletions, corrections, or clarifications.

1.1.6 ACCEPTANCE, FINAL ACCEPTANCE

The formal action by the City accepting the Work as being complete, after certification by the City Engineer of final completion.

1.1.7 AGREEMENT

The written agreement between the City and the Contractor covering the Work to be performed also designated as the Contract.

1.1.8 APPARENT LOWEST AND BEST BIDDER

The Bidder submitting the lowest and best Bid at the Bid Opening without correction of numerical discrepancies or determination of responsiveness and responsibility.

1.1.9 APPLICATION FOR PAYMENT

The form furnished in the Contract Documents which is to be used by the Contractor in requesting progress payments and an affidavit of the Contractor that progress payments theretofore received from City on account of the Work have been applied by the Contractor to discharge in full all of the Contractor's obligations stated in prior Applications of Payment. The application includes such supporting documentation as required by the Contract Documents.

1.1.10 BID

The offer or proposal of the Bidder submitted in the prescribed manner on the prescribed forms to perform the contemplated Work in accordance with the Contract Documents.

1.1.11 BIDDER

Any individual, partnership, corporation, joint venture, or other legal entity or combination thereof submitting a Bid for the Work, acting directly or through an authorized representative.

1.1.12 BONDS

Instruments of security furnished by the Contractor and his surety in accordance with the Contract Documents including Bid, Performance, and Payment Bonds.

1.1.13 CHANGE ORDER

A written order to the Contractor, approved by the City, complying with the change order procedure established in the Contract Documents, authorizing an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or Contract Time, or both.

1.1.14 CITY

The City of Fort Pierce: The Owner.

1.1.15 CONTRACT PRICE/AMOUNT
The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

1.1.16 DAY

A calendar day of 24 hours lasting from midnight one day to midnight the next day.

1.1.17 DEFECTIVE

An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, test, or approval referred to in the Contract Documents, or has been damaged prior to Final Payment.

1.1.18 DRAWINGS, PLANS

The drawings, plans, or reproductions thereof, which show location, character, dimensions, and details of the Work to be done, which are included in the Contract Documents.

1.1.19 EFFECTIVE DATE OF AGREEMENT

The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed by the last of the two parties to sign.

1.1.20 FIELD ORDER

A written order issued by the City Engineer to the Contractor during construction effecting a minor change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time.

1.1.21 LOWEST AND BEST BIDDER

The lowest responsive, responsible Bidder.

1.1.22 MODIFICATION

A written amendment of the Contract Documents signed by both parties, and work

directives including but not limited to Change Orders and Field Orders. A modification may only be issued after the effective date of the Agreement.

1.1.23 NOTICE OF AWARD

The written notice of the acceptance of the Bid from the City to the Lowest and Best Bidder.

1.1.24 NOTICE TO PROCEED

Written communication issued by the City to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.

1.1.25 OWNER

The City of Fort Pierce: The Owner.

1.1.26 PAYMENT BOND

The security furnished by the Contractor and its Surety in the form contained in the Contract Documents as a guarantee that the Contractor will pay in full all bills.

1.1.27 PERFORMANCE BOND

The Security furnished by the Contractor and its surety as a guarantee that the Contractor will perform all of its contractual obligations in accordance with the terms of the Contract Documents; the covered amount of the Performance Bond is separate and distinct from the covered amount of the Payment Bond.

1.1.28 REQUEST FOR INFORMATION

Contractor's inquiries for information shall be submitted to the City Engineer.

1.1.29 ENGINEERING INSPECTOR

The authorized representative of the City Engineer who is assigned to the site inspection or any part thereof.

1.1.30 SAMPLE

Samples are physical examples or work including, but not limited to, the following items: Partial sections of manufactured or fabricated work, small cuts or containers of materials, complete units of repetitively-used materials; Swatches showing color, texture, and pattern, color range sets, or units of work to be used for independent inspection and testing.

1.1.31 SHOP DRAWINGS

All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor or for the Contractor to demonstrate how the Contractor specifically intends to comply with the Contract Documents.

1.1.32 SPECIFICATIONS

Those portions of the Contract Documents consisting of written or graphic technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable there.

1.1.33 SPECIAL SUPPLEMENTAL CONDITIONS

Modifications, additions, or deletions to the General Conditions.

1.1.34 WORD DEFINITIONS

1. Unless other expressly stated, wherever in the Contract Documents the word "approved," "reviewed," "acceptable," "satisfactory," "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the action required, reference, or determination rests solely with the City Engineer or his duly authorized representative.

2. Unless otherwise expressly stated, wherever in the Contract Documents the words "as shown" or "as indicated" or words of like import are used, they shall mean as shown or as indicated on the drawings.

3. Unless otherwise expressly stated, wherever in the Contract Documents the word "provide" is used, it shall mean furnished and installed in place, complete and tested.

4. Wherever the word "Product" is used in these Contract Documents, it shall refer to materials, systems, and equipment provided by Contractor.

5. The term "Project Manual" as used in these Contract Documents includes Bidding Requirements, Conditions of the Contract, and Specifications.

1.2 EXECUTION, CORRELATION, AND INTENT

1.2.1 The Contract Documents shall be signed in not less than duplicate by the City and the Contractor.

1.2.2 By executing the Contract, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.

1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonable inferable there from as being necessary to produce the intended results. Words and abbreviations which have well- known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

1.2.4 The organization of the Specifications into divisions, sections, and articles and the arrangement of drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.3 OWNERSHIP AND USE OF DOCUMENTS

1.3.1 All Drawings, Specifications, and copies thereof furnished by the City are and shall remain the property of the City, to be used only with respect to this Project and not to be used on any other project. With the exception of one contract set for each party to the Contract, such documents are to be returned or suitably accounted for to the City on request at the completion of the Work. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the City Engineer's common law copyright or other reserved rights.

SECTION 2 - THE CITY ENGINEER

2.1 The City Engineer or his designee is the person authorized by the City Manager to oversee implementation of the Contract Documents.

2.2 The City Engineer or designee will visit the site at intervals to check the quality or quantity of the Work. The City Engineer or designee will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the CONTRACTOR'S failure to carry out the Work in accordance with the Contract Documents. The City Engineer or designee will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work. The City Engineer or designee shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so the City Engineer or designee may perform his functions under the Contract Documents.

2.3 The City Engineer will render interpretations necessary for the proper execution of progress of the Work, with reasonable promptness and in accordance with any time limit agreed upon. Either party to the Contract may make written request to the City Engineer for such interpretations.

SECTION 3 - CITY

3.1 DEFINITION

3.1.1 The City is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Owner means the City or its authorized representative.

3.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

3.2.1 The City shall furnish legal limitations for the site of the Project.

3.2.2 Except as provided in Subparagraph 4.7.1 and elsewhere in the Contract and Contract Documents, the City shall secure and pay for necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

3.2.3 Information or services under the City's control shall be furnished by the City with reasonable promptness to avoid delay in the orderly progress of the Work.

3.2.4 Six sets of contract drawings will be furnished to the Contractor free of charge for execution of the Work. Additional sets of documents required by the Contractor will be made available upon payment by Contractor of costs of reproduction.

3.2.5 The foregoing are in addition to other duties and responsibilities of the City enumerated herein and especially those in respect to Work by City or by Separate Contractors, Payments and Completion, and Insurance in Sections 6, 9, and 11, respectively.

3.3. CITY'S RIGHT TO STOP THE WORK

3.3.1 Termination of work shall be in compliance with the Contract Articles 8,10, 14, 15, 16, and 17, and the Contract Documents.

3.4 CITY'S RIGHT TO CARRY OUT THE WORK

3.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Agreement or Contract Documents, then the City shall have the right to carry out the Work in accordance with the Contract and Sections 8, 14, 15, and 16,

and as noted in the Agreement and Contract Documents.

SECTION 4 - CONTRACTOR

4.1 DEFINITION

4.1.1 The Contractor is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.

4.2 REVIEW OF CONTRACT DOCUMENTS

4.2.1 The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Engineer any error, inconsistency or omission he may discover. The Contractor shall not be liable to the City or the City Engineer for any damage resulting from such errors, inconsistencies or omissions in the Contract Documents. The Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved Shop Drawings, Product Data, or Samples for such portion of the Work.

4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

4.3.1 The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

4.3.2 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors, and their agents and employees, and other persons performing any of the Work under a contract with the Contractor.

4.3.3 The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Engineer in his administration of the Contract, or by inspections, tests, or approvals required or performed under Paragraph 7.7 by persons other than the Contractor.

4.4 LABOR AND MATERIALS

4.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in Work.

4.4.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ anyone unskilled in the task assigned to him.

4.5 WARRANTY

4.5.1 The Contractor warrants to the City and the City Engineer that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects, and in conformance with the Contract Documents. All Work not conforming to these requirements may be considered defective. If required by the City Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Paragraph 13.2.

4.6 TAXES

4.6.1 Not applicable.

4.7 PERMITS, FEES, AND NOTICES

4.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure all City construction permits and secure all other permits and governmental fees and licenses necessary for the proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required prior to construction.

4.7.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work.

4.7.3 When the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the City Engineer in writing, and any necessary changes shall be accomplished by appropriate Modification.

4.7.4 If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the City Engineer, he shall assume full responsibility therefore and shall bear all costs attributable thereto.

4.8 ALLOWANCES

4.8.1 Not applicable.

4.9 SUPERINTENDENT

4.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the project site during the progress of the Work. The superintendent shall represent the Contractor, and all communications given to the superintendent shall be binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

4.9.2 The Contractor shall provide the City Engineer with the name of his Superintendent and the location at which the Superintendent may be reached at all times.

4.10 PROGRESS SCHEDULE

4.10.1 The Contractor, within ten (10) days after Notice of Award, shall prepare and submit an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

4.11 DOCUMENTS AND SAMPLES AT THE SITE

4.11.1 Contractor shall maintain on site one record copy of: Drawings, Specifications, Addenda, Change Orders and other modifications to the Contract, Reviewed Shop Drawings, Product Data, and Samples, Field Test Records, Inspection Certificates, and Manufacturer's Certificates.

4.11.2 At the Contract closeout, deliver record documents and samples to the City Engineer by transmittal letter with Contractor's signature.

4.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

4.12.1 After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, Contractor shall submit to City Engineer for review and approval, in accordance with the accepted schedule of Shop Drawing submissions and specific requirements of the Specifications, or for other appropriate action if so indicated in the Supplementary Conditions, six copies of all Shop Drawings which will bear a stamp or specific written indication that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as City Engineer may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data, to enable City Engineer to review the information as required.

4.12.2 Contractor shall also submit to City Engineer for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, supplier, and pertinent data such as catalog numbers and the use for which intended.

4.12.3 Before submission of each shop drawing or sample, Contractor shall have determined and verified all quantities, dimensions, specific performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each shop drawing or sample with other shop drawings and samples and with the requirements of the Work and the Contract Documents.

4.12.4 At the time of each submission, Contractor shall give City Engineer specific written notice of each variation that shop drawings or samples may have from requirements of Contract Documents, and, in addition, shall cause a specific notation to be made on each shop drawing submitted to City Engineer for review and approval of each such variation.

4.12.5 City Engineer will review and take action within 14 calendar days of receipt of shop drawings and samples, but City Engineer's review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated, in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. Contractor shall make corrections required by the City Engineer and shall return the required number of corrected copies of shop drawings and submit as required new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by City Engineer on previous submittals.

4.12.6 City Engineer's review and approval of shop drawings or samples shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has in writing called City Engineer's attention to each such variation at the time of submission as required by Subparagraph 4.12.3.1 and City Engineer has given written approval of each such variation by a specific written notation thereof incorporated in or a specific written notation thereof incorporated in or accompanying the shop drawing or sample approval; nor will any approval by City Engineer relieve Contractor from responsibility for errors or omissions in the shop drawings or from responsibility for having complied with the provisions of Subparagraph 4.12.3.

4.12.7 Where a shop drawing or sample is required by the Specifications, any related Work performed prior to City Engineer's review and approval of the pertinent submission will be the sole expense and responsibility of Contractor.

4.13 USE OF SITE

4.13.1 The Contractor shall confine operations of the site to areas permitted by law, ordinances, permits, Agreement, and the Contract Documents and shall not unreasonably encumber the site with any materials or equipment.

4.14 CUTTING AND PATCHING OF WORK

4.14.1 The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the Work or to make its several parts fit together properly.

4.14.2 The Contractor shall not damage or endanger any portion of the Work or the work of the City or any separate contractors by cutting, patching, or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of the City or any separate contractor except with the written consent of the City and of such separate contractor. The Contractor shall not unreasonably withhold from City or any separate contractor his consent to cutting or otherwise altering the Work.

4.15 CLEANING UP

4.15.1 The Contractor at all times shall keep the work site project free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery, and surplus materials.

4.15.2 If the Contractor fails to clean up at the completion of the Work, the City may do so, and the cost thereof shall be charged to the Contractor.

4.16 COMMUNICATIONS

4.16.1 The Contractor shall forward all communications to the City through the City Engineer.

4.17 ROYALTIES AND PATENTS

4.17.1 The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save City harmless from loss on account thereof except that City shall be responsible for all such loss when a particular design process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to City Engineer.

4.18 INDEMNIFICATION

4.18.1 The Contractor shall agree to indemnify and hold the City harmless against any and all expenses and liabilities as per the Contract, to include Articles 10 and 22, and all Contract Documents.

SECTION 5 - SUBCONTRACTORS

5.1 DEFINITION

5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the site. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative. The term Subcontractor does not include any separate contractor or his subcontractors.

5.1.2 A Subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform any of the Work at the site. The term Sub-subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Sub-subcontractor or an authorized representative thereof.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK.

5.2.1 Shall comply with the Contract, to include Article 12 and the Contract Documents.

SECTION 6 - WORK BY CITY

6.1 CITY'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

6.1.1 The City reserves the right to perform work related to the Project with his own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the

Contract. If the Contractor claims that delay or additional cost is involved because of such action by the City, he shall make such claim as provided elsewhere in the Contract Documents.

6.1.2 When separate contracts are awarded for different portions of the Project or other work on the site, the term Contractor in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

6.2 MUTUAL RESPONSIBILITY

6.2.1 The Contractor shall afford the City and separate contractors' reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work and shall connect and coordinate his Work with theirs as required by the Contract Documents.

6.2.2 If any part of the Contractor's Work depends for proper execution or results upon the work of the City or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the City Engineer any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acceptance of the City's or separate contractors' work as fit and proper to receive his Work, except as to defects which may subsequently become apparent in such work by others.

6.2.3 Any costs caused by defective or ill-timed work shall be borne by the party responsible therefore. No time extensions will be granted due to ill-timed work or any other reasons.

6.2.4 Should the Contractor wrongfully cause damage to the work or property of the City, or to other work on the site, the Contractor shall promptly remedy such damage as provided in Subparagraph 10.2.5.

6.2.5 Should the Contractor wrongfully cause damage to the work or property of any separate contractor, the Contractor shall upon due notice promptly attempt to settle with such other contractor by agreement, or otherwise to resolve the dispute. If such separate contractor sues or initiates an arbitration proceeding against the City on account of any damage alleged to have been caused by the Contractor, the City shall notify the Contractor who shall defend such proceedings at the City's expense, and if any judgment or award against the City arises there from, the Contractor shall pay or satisfy it and shall reimburse the City for all attorneys' fees and court or arbitration costs which the City has incurred. Regardless of the outcome, the Contractor will pay all expenses.

6.3 CITY'S RIGHT TO CLEAN UP

6.3.1 If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up as required by Section 4.15, the City may clean up and charge the cost thereof to the Contractors as the City Engineer shall determine to be just.

SECTION 7 - MISCELLANEOUS PROVISIONS

7.1 Governing Law

7.1.1 The Contractor shall be governed by the law of the place where the project is located.

7.2 SUCCESSORS

7.2.1 The City and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder, without the previous written consent of the City.

7.3 WRITTEN NOTICE

7.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the corporation for whom it was intended, or if last delivered at or sent by registered or certified mail to the last business address known to him who gives the notice.

7.4 CLAIMS FOR DAMAGE

7.4.1 All claims by the Contractor shall be in accordance with Article 11 of the Contract Agreement.

7.5 PERFORMANCE AND PAYMENT BOND

7.5.1 Contractor shall furnish a Performance Bond and a Payment Bond on the forms provided as part of the Contract Documents each in an amount as required by the Contract Documents as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. Contractor shall also furnish such other Bonds as are required by the Special Supplementary

Conditions. All Bonds shall be in the forms prescribed by the bidding documents or Special Supplementary Conditions and be executed by such Sureties as are licensed to conduct business in the state where the Project is located, and, except as otherwise provided by law, are named in the current list of "Companies Holding Certificates of City as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U. S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

7.5.2 If the Surety on any Bond furnished by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 7.5.1, Contractor shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to City.

7.6 RIGHTS AND REMEDIES

7.6.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

7.6.2 No action or failure to act by the City, Engineer, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

7.7 TESTS

7.7.1 When the Contract Documents, laws, ordinances, rules, regulations or orders of any public agency having jurisdiction require any portion of the Work to be inspected, tested or approved, the Contractor shall give the City Engineer timely notice of its readiness so the City Engineer may observe, provide or instruct such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals conducted by public agency other than City. Unless otherwise provided, the City shall bear all costs of other inspections, tests or approvals. The City shall pay for soils, compaction, and other testing required by the Contract Documents, to assure compliance with plans and specifications, and the Contractor shall pay for all required retests.

7.7.2 If the Engineer determines that any Work requires special inspection, testing, or approval which Paragraph 7.7.1 does not include, he will instruct the Contractor to order such special instruction, testing or approval, and the Contractor shall give notice as provided in Paragraph 7.7.1. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof, including compensation for the City's

additional services made necessary by such failure; otherwise the City shall bear such costs, and an appropriate Change Order shall be issued.

7.7.3 Required certificates of inspection, testing or approval from public agencies having jurisdiction over the Project shall be secured by the Contractor and promptly delivered by him to the City Engineer.

SECTION 8 - TIME

8.1 DEFINITIONS

8.1.1 Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for Completion of the Work as defined in Subparagraph 8.1.3, including authorized adjustments thereto.

8.1.2 The date of commencement of the Work is the date established in a Notice to Proceed for each project. If there is no notice to proceed, it shall be the date of the Owner-Contractor Agreement or such other date as may be established therein.

8.1.3 The Date of Completion of the Work is the Date certified by the City Engineer when construction is complete, in accordance with the Contract Documents.

8.1.4 The term day as used in the Contract Documents shall mean calendar day unless otherwise specifically designated.

8.2 PROGRESS AND COMPLETION

8.2.1 All time limits stated in the Contract Documents are of the essence of the Contract.

8.2.2 The Contractor shall begin the work on the date of commencement as defined in Subparagraph 8.1.2. He shall carry the Work forward expeditiously with adequate forces and shall achieve Completion within the Contract Time.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the City or the City Engineer, or by any employee of either, or by any separate contractor employed by the City, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the City pending arbitration, or by any other cause which the City Engineer determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the City Engineer may determine.

8.3.2 Any claim for extension of time shall be made in writing to the City Engineer not more than twenty (20) days after the commencement of the delay. In the case of a continuing delay only one claim is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work.

8.3.3 If no agreement is made stating the dates upon which interpretations as provided in Subparagraph 8.3.1 shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations until fifteen (15) days after written request is made for them, and not then unless such claim is reasonable.

8.3.4 This Paragraph 8.3 does not exclude the recovery of damages for delay by either party under other provisions of the Agreement or Contract Documents.

SECTION 9 - PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1.1 The Contract Sum for each project is the sum stated in the project's Notice to Proceed, including authorized adjustments thereto, is the total amount payable by the City to the Contractor for the performance of the Work under the Contract Documents.

9.2.1 Ten (10) days before the first Application for Payment, the City shall submit to the Contractor a schedule of values allocated to the various portions of the Work, in accordance with the Agreement, prepared in such form and supported by such data to substantiate its accuracy. This schedule shall be used only as a basis for the Contractor's Applications for Periodic Payments.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 At least ten (10) days before the date for each progress payment established in the City-Contractor Agreement, the Contractor shall submit to the City and City Engineer an itemized and completed Application for Payment, notarized, supported by such data substantiating the Contractor's right to payment as the City or the City Engineer may require, and reflecting retainage, if any, as provided elsewhere in the Contract Documents.

9.3.1.1 Until Completion of the Work the City will pay ninety-five percent (95%) of the amount due the Contractor on account of progress payments. At Completion and Final Acceptance of the Work by the City Engineer, the City shall pay the retainage, less such amount as the City Engineer shall determine for all incomplete Work, unsettled claims and penalties as provided in the Contract Documents.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 The City Engineer will, within ten (10) days after the receipt of the Contractor's Application for Payment, either approve the application for payment to the Owner, with a copy to the Contractor, for such amount as the City Engineer determines is properly due, or notify the Contractor in writing his reasons for withholding a Certificate as provided in Subparagraph 9.6.1.

9.4.2 The approval of the Application for Payment will constitute only a presentation by the City, based on the City Engineer's observations at the site as provided in Subparagraph 2.1.2 and the data comprising the Application for Payment that the Work has progressed to the point indicated; that to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in his Certificate); and that the Contractor is entitled to payment in the amount certified. However, by issuing a Certificate for Payment, the City Engineer shall not thereby be deemed to represent that he has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work to relieve the Contractor of his responsibilities specified in the Agreement or that he has reviewed the construction means, methods, techniques, sequences or procedures, or that he has made any examination to ascertain how or for what purpose the Contractor has used the monies previously paid on account of the Contract Sum.

9.5 PROGRESS PAYMENTS

9.5.1 After the City Engineer has approved the complete Application for Payment, the City shall make payment in accordance with Article 6 of identified in the Agreement.

9.5.2 The Contractor shall promptly pay each Subcontractor upon receipt of each payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's Work. The Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to his Sub-subcontractors in a similar manner.

9.5.3 The City Engineer may, on request and at his direction, furnish to any Subcontractor information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the City Engineer on account of Work done by such Subcontractor.

9.5.4 Neither the City nor the City Engineer shall have any obligation to pay or to see to the payment of any monies to any Subcontractor except as may otherwise be required by law.

9.5.5 No approval for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the City, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

9.5.6 **No approval for a progress payment shall be approved prior to City Engineer receiving Partial Releases of Liens applicable to previous payments received by Contractor.**

9.6 PAYMENTS WITHHELD

9.6.1 The City Engineer may decline to approve payment and may withhold it in whole or in part, to the extent necessary reasonably to protect the City, if in his opinion he is unable to make representations to the City as provided in Subparagraph 9.4.2. If the City Engineer is unable to make representations to the City as provided in Paragraph 9.4.2 and to certify payment in the amount of the Application, he will notify the Contractor as provided in Subparagraph 9.4.1. If the Contractor and the City Engineer cannot agree on a revised amount, the City Engineer will promptly approve the payment for the amount for which he is able to make such representations to the City. The City Engineer also may decline to approve payment or, because of subsequently discovered evidence or subsequent observations, he may nullify the whole or any part of any approval for payment previously issued, to such extent as may be necessary in his opinion to protect the City from loss because of:

1. Defective Work not remedied; or

2. Third party claims filed or reasonable evidence indicating probable filing of such claims, such as Notice; or

3. Failure of the Contractor to make payments properly to Subcontractors for labor, materials or equipment. City Engineer may request Partial Releases of Liens prior to payment; or

4. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum; or

5. Damage to the City or other contractor; or

6. Reasonable evidence that the Work will not be completed within the Contract Time; or

7. Persistent failure to carry out the Work in accordance with the Contract Documents.

9.6.2 When the above grounds in Subparagraph 9.6.1 are removed, payment shall be made for amounts withheld because of them.

9.7 "ELIMINATED"

9.8 FINAL COMPLETION AND FINAL PAYMENT

9.8.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the City Engineer will make such inspection and, when he finds the Work acceptable under the Contract Documents and the Contract fully performed, will promptly approve the Application for Payment, stating that to the best of his knowledge, information and belief, and on the basis of his observations and inspections, the work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in said approval is due and payable. The City Engineer's final approval for payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth in the Agreement and Contract Documents have been fulfilled and the Contractor has met the requirements of the Agreement and Contract Documents.

9.8.2 Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the City Engineer: (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied; (2) consent of surety, if any, to final payment; and (3) other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the City. If any Subcontractor, sub-subcontractor, material man, or laborer, refuses to furnish a release, or waiver, required by the City, the Contractor may furnish a bond satisfactory to the City, to indemnify him against any such lien. City may withhold all sums reasonably necessary for the claims of subcontractors, sub- subcontractors, material men, laborers or other who have asserted any claims, even if based upon purported additions, extras, or unexecuted change orders, which sums shall include interest, costs and reasonably anticipated attorneys' fee. If any claim remains unsatisfied after all payments are made, the Contractor shall refund to the City all monies that the latter may be compelled to pay in discharging such lien, including interest, all costs, and reasonable attorneys' fee.

9.8.3 The making of final payment shall constitute a waiver of all claims by the City except those arising from:

1. Unsettled liens, claims or notices of any kind by subcontractors, sub-subcontractors, material men, and laborers; or

2. Faulty or defective Work appearing after Substantial Completion; or

3. Failure of the Work to comply with the requirements of the Contract Documents; or
4. Terms of any special warranties required by the Contract Documents.

9.8.4 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment. By acceptance thereof, Contractor agrees to cooperate with City in disposing of any and all remaining claims of subcontractors, sub-subcontractors, material men, and laborers, and shall indemnify and hold harmless City from all such claims, including attorneys' fees, trial and appellate, and costs and expenses.

SECTION 10 - PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

1. All employees on the Work and all other persons who may be affected thereby;

2. All the Work, and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and

3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

10.2.2 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

10.2.3 The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities. Without limiting the generality of the foregoing, the Contractor's ladders, scaffolds, lifts and other equipment, and those portions of the Contractor's work and temporary work which are utilized by the City and the City Engineer and their employees in the observation of construction shall comply with all applicable laws, ordinances, rules, regulations, standards and orders of any public authority having jurisdiction for the safety of persons or property.

10.2.4 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

10.2.5 The Contractor shall promptly remedy all damage or loss to any property referred to in Paragraph 10.2, caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible, except damage or loss attributable to the acts or omissions of the Owner or City Engineer or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to his obligations under the Agreement and the Contract Documents.

10.2.6 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the City and the City Engineer.

10.2.7 The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

10.3 EMERGENCIES

10.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Section 12 for Changes in the Work.

10.4 CITY ENGINEER'S STATUS

10.4.1 Without limiting the generality of Subparagraphs 2.2 and 2.3, the City Engineer will not inspect or be responsible for the Contractor's compliance with the requirements of this Section 10.

SECTION 11 - INSURANCE

(SEE CONTRACT DOCUMENTS - ARTICLE 17)

SECTION 12 - CHANGES IN THE WORK

12.1 CHANGE ORDERS

12.1.1 A Change Order is a written order to the Contractor signed by the City Engineer, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum or the Contract Time.

12.1.2 The City, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents.

12.1.3 The cost or credit to the City resulting from a change in the Work shall be determined in one or more of the following ways:

1. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

2. By unit prices stated in the Contract Documents or subsequently agreed upon;

3. By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.

12.2 CONCEALED CONDITIONS

12.2.1 Should concealed conditions encountered in the performance of the Work below the surface of the ground differing materially from those ordinarily encountered and generally recognized as inherent in work of the character

provided for in this Contract be encountered, the Contract Sum may be equitably adjusted by Change Order upon claim by either party made within twenty (20) days after the first observance of the conditions.

12.3 CLAIMS FOR ADDITIONAL COST

12.3.1 If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the City Engineer written notice thereof within twenty (20) days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall precede in accordance with Paragraph 10.3. No such claim shall be valid unless so made. If the Owner and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the City Engineer. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

12.3.2 If the Contractor claims that additional cost is involved because of, but not limited to: (1) any written interpretation pursuant to Subparagraph 2.3; (2) any order by the City to stop the Work pursuant to Paragraph 3.3 where the Contractor was not at fault; (3) any written order for a minor change in the Work issued pursuant to Paragraph 12.4; or (4) failure of payment by the City pursuant to Paragraph 9.7, the Contractor shall make such claim as provided in Paragraph 12.3.1.

12.4 MINOR CHANGES IN THE WORK

12.4.1 The City Engineer will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order (field order), and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.

SECTION 13 - UNCOVERING AND CORRECTION OF WORK

13.1 UNCOVERING OF WORK

13.1.1 If any portion of the Work should be covered contrary to the request of the City Engineer or to requirements specifically expressed in the Contract Documents, it must, if required by the City Engineer, be uncovered for his observation and shall be replaced at the Contractor's expense.

13.1.2 If any other portion of the Work has been covered which the City Engineer has not specifically requested or required to observe prior to being covered, the

City Engineer may request to see such Work and it shall be uncovered by the Contractor. If such Work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the City. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it is found that this condition was caused by the City or a separate contractor as provided in Section 6, in which event the City shall be responsible for the payment of such costs.

13.2 CORRECTION OF WORK

13.2.1 The Contractor shall promptly correct all Work rejected by the City Engineer as defective or as failing to conform to the Contract Documents whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the City Engineer or his designee's additional services and inspections made necessary thereby.

13.2.2 If, within one year after the Date of Completion of the Work or designated portion thereof or within one year after acceptance by the City of designated Work or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the City to do so unless the City has previously given the Contractor a written acceptance of such condition. This obligation shall survive termination of the Contract. The City shall give such notice promptly after discovery of the condition.

13.2.3 The Contractor shall remove from the site all portions of the Work which are defective or non-conforming and which have not been corrected under Subparagraphs 4.5.1, 13.2.1, and 13.2.2, unless removal is waived by the City.

13.2.4 If the Contractor fails to correct defective or non- conforming Work as provided in Subparagraphs 4.5.1, 13.2.1, and 13.2.2, the City may correct it in accordance with Paragraph 3.4.

13.2.5 If the Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from the City Engineer, the City may remove it and replace the materials or equipment at the expense of the Contractor. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City.

13.2.6 The Contractor shall bear the cost of making good all work of the City or separate contractors destroyed or damaged by such correction or removal.

13.2.7 Nothing contained in this Paragraph 13.2 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might

have under the Contract Documents, including Paragraph 4.5 hereof. The establishment of the time period of one year after the Date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations other than specifically to correct the Work.

13.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

13.3.1 If the City prefers to accept defective or non- conforming Work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Sum where appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

SECTION 14 - TERMINATION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1 If the Work is stopped for a period of thirty (30) days under an order of any court or other public agency having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing any of the Work under a contract with the Contractor, or if the Work should be stopped for a period of thirty (30) days by the Contractor because the City Engineer has not approved an Application for Payment as provided in Paragraph 9.7 or because the City has not made payment thereon as provided in Paragraph 9.7, then the Contractor may, upon seven (7) additional days' written notice to the City Engineer, terminate the Contract and recover from the Owner payment for all Work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and damages.

14.2 TERMINATION BY THE CITY

14.2.1 If the Contractor is adjudged a bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he fails to make prompt payment to Subcontractors or for materials or labor, persistently disregards laws, ordinances, rules, regulations or is guilty of a substantial violation of a provision of the Contract Documents, then the

Owner, upon certification by the City Engineer that sufficient cause exists to justify such action, may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days' written notice, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished.

14.2.2 If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, including compensation for the City Engineer's additional services made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the City. The amount to be paid to the Contractor or to the City, as the case may be, shall be certified by the City Engineer, upon application, in the manner provided in Paragraph 9.4, and this obligation for payment shall survive the termination of the Contract.

SECTION 15 - UNFAVORABLE WEATHER AND OTHER CONDITIONS

15.1 During unfavorable weather and other unfavorable conditions, the Contractor shall pursue only such portions of the Work as shall not be damaged thereby. No portions of the Work whose satisfactory quality or efficiency will be affected by an unfavorable condition shall be constructed while these unfavorable conditions exist unless, by special means or precautions approved by the City Engineer, the Contractor shall be able to overcome them.

SECTION 16 - ENGINEERING AND FIELD INSPECTION EXPENSES DUE TO OVERTIME WORK AND UNAVOIDABLE DELAYS

16.1 The City shall charge to the Contractor and may deduct from the periodic and final payment for the Work all engineering and inspection expenses incurred by the City in connection with any overtime work during the contract construction period, including any time extension granted thereof, beyond the regular eight (8) hour day, (normal resident project representative working day), and for any time worked on Saturdays, Sundays, or Holidays.

16.2 In addition, these General Conditions provide for the payment by the Contractor to the City of all engineering and inspection expenses incurred as a result of unavoidable delays or correctness of the Work.

16.3 All engineering and inspection expenses, including direct costs incurred by the City due to the above specified conditions, shall be paid by the Contractor at the City's hourly rates, including all overhead.

SECTION 17 - BEFORE STARTING CONSTRUCTION

17.1 Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. Contractor shall promptly report in writing to the City Engineer any conflict, error or discrepancy which Contractor or any of his Subcontractors may discover and shall obtain a written interpretation or clarification from City Engineer before proceeding with any work affected thereby; provided, however, Contractor shall not be liable to City or City Engineer for failure to report any conflict, error or discrepancy unless Contractor or any of his Subcontractors had actual knowledge thereof or should reasonably have known thereof.

17.2 Within ten (10) days after the effective date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to City Engineer for review: (1) a progress schedule indicating the starting and completion dates of the various stages of the Work; (2) a proposed schedule of Shop Drawing Submissions; (3) a schedule of values of the Work; and (4) a listing of the monthly progress payments through the Contract Time. The City Engineer may require the schedule of values to be adjusted if in its opinion the breakdown does not accurately reflect the true distribution of the Contract Price.

17.3 No later than twenty (20) days after the effective date of the Agreement, but before Contractor starts the Work at the site, a conference will be held for review of the schedules to establish procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. Contractor shall attend such conference and shall require any or all of his Subcontractors, as City Engineer directs, to attend the conference.

SECTION 18 - PRECEDENCE OF CONTRACT DOCUMENTS

18.1 In resolving conflicts and discrepancies between the Contract Documents, precedence shall be given in the following order:

Plans shall control over Technical Specifications; larger scale plans shall control over general plans; large scale details over small scale and figure dimensions; and figure dimensions over scaled dimensions. Addenda and change orders supersede only affected portions of the documents.

SECTION 19 - MEASUREMENT AND PAYMENT

19.1 DESCRIPTION OF REQUIREMENTS

19.1.1 Payment for the WORK, as further specified herein, shall include compensation to be received by the Contractor for furnishing tools, equipment, supplies, and manufactured articles, and for labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the Work in accordance with the requirements of the Contract Documents, including appurtenances thereto, and including all costs of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the Occupational Safety and Health Administration of the U. S. Department of Labor (OSHA). No separate payment will be made for any item that is not specifically set forth in the Bid Schedule, and all costs therefore shall be included in the prices named in the Bid Schedule for the various appurtenant items of work.

19.1.2 The total Unit Bid Price shall cover all work required by the Contract Documents. All costs in connection with the proper and successful completion of the work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction equipment, and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and Unit bid prices. All work not specifically set forth as a pay item in the Bid shall be considered a subsidiary obligation of Contractor and all costs in connection therewith shall be included.

19.1.3 Payment for all work done in compliance with the Contract Documents, inclusive of furnishing all manpower, equipment, materials, and performance of all operations relative to construction of this project, will be made under the Unit Bid Price.

19.1.4 The City reserves the right to alter the Drawings, modify incidental work if necessary, and increase or decrease quantities of work to be performed in accordance with such changes, including deduction or cancellation of any one or more of the Items. Changes in the work shall not be considered as a waiver of any conditions of the Contract nor invalidate any provisions thereof. When changes result in changes in the quantities of work to be performed, and proposed change will cause substantial inequity to the City or Contractor the applicable unit prices shall be equitably adjusted by change order.

19.1.5 Quantities necessary to complete the work as shown on the Drawings or as specified herein shall govern over those shown in the Proposal or Bid Documents. The Contractor shall take no advantage of any apparent error or omission in the Drawings or Specifications, and the City Engineer shall be permitted to make corrections and interpretations as may be deemed necessary for fulfillment of the intent of the Contract Documents.

19.1.6 The quantities for payment, other than Final Payment, under this Contract shall be determined for actual measurement of the completed items, in place, ready for service and accepted by the City, in accordance with the applicable method of measurement therefore contained herein. A representative of the Contractor shall witness all field measurements.

SECTION 20 - ESTIMATED QUANTITIES

20.1 All estimated quantities stipulated in the Bid Form or other Contract Documents are approximate and supplied for the sole purpose of providing Bidder with a basis which will be used to determine the Base Bid and to obtain unit prices for approvals of progress payments for the Work done. Actual quantities which will be ordered by City may vary from those on the Bid Form(s).

20.2 The Contractor's attention is directed to the items of work for which no unit price is set. All work shown on the drawings as outlined in the specifications is to be completed in all respects, and the cost of all miscellaneous and associated work to any specific items shall be included in the Unit Prices.

20.3 All quantities, for the submittal of payments, shall be measured and tabulated by both the City Engineer, or representative, and the Contractor. Requests for payment and supporting data shall be prepared by the Contractor and given to the City Engineer sufficiently in advance of payment date to permit thorough checking of all quantities.

20.4 The Contractor shall furnish the City Engineer whatever assistance is required, laborers, clerks and records that will enable the City Engineer to expeditiously check all estimates and especially the final quantities of the project.

SECTION 21- COORDINATION

21.1 Contractor shall: (1) coordinate scheduling, submittals, and work of the various sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements; (2) coordinate completion

and clean-up of Work of separate sections of specifications in preparation for Substantial Completion; and (3) after City occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of City activities.

SECTION 22 - FIELD ENGINEERING

Contractor shall employ a Land Surveyor registered in the State of Florida and acceptable to City Engineer, locate and protect survey control and reference points, control datum for survey that is shown on the Exhibit Drawings, and provide field engineering services and establish elevations, lines, and levels, utilizing recognized engineering survey practices.

SECTION 23

"DELETED"

SECTION 24 - PRECONSTRUCTION CONFERENCE

24.1 City Engineer will schedule a conference after Notice to Award.

24.2 Attendance Required: City, Contractor, Utilities Representatives. (Subcontractors if so requested by City.)

24.3 Agenda:

1. Execution of City-Contractor Agreement;
2. Submission of executed bonds and insurance certificates;
3. Distribution of Contract Documents;
4. Submission of list of Subcontractors, and progress schedule;
5. Designation of personnel representing the parties in Contract, and the City Engineer;
6. Procedures and processing of field decisions, submittals, substitutions, applications for payment, proposal requests, Change Orders and Contract closeout procedures;
7. Scheduling;
8. Scheduling activities of Testing Laboratory.

SECTION 25 - PROGRESS MEETINGS

25.1 City Engineer or Contractor may schedule meetings, at intervals, as required throughout progress of the Work. Each may make arrangements for meetings, prepare agenda with copies for participants, record minutes and distribute copies within 3 days to participants and those affected by decisions made.

25.3 Agenda:

1. Review minutes of previous meetings;
2. Review of Work progress;
3. Field observations, problems, and decisions;
4. Identification of problems which impede planned progress;
5. Review of submittals schedule and status of submittals;
6. Review of off-site fabrication and delivery schedules;
7. Maintenance of progress schedule;
8. Corrective measures to regain projected schedules;
9. Planned progress during succeeding work period;
10. Coordinate of projected progress;
11. Maintenance of quality and work standards;
12. Effect of proposed changes on progress schedule and coordination;
13. Other business relating to Work.

SECTION 26 - CONTRACT CLOSEOUT

26.1 DESCRIPTION
Scope of Work: Comply with requirements stated in Conditions of the Contract and in Specifications for administrative procedures in closing out the Work.

26.2 FINAL COMPLETION & INSPECTION

1. When Contractor considers the Work is complete, he shall submit written certification that: (1) Contract Documents have been reviewed, (2) Work has been inspected for compliance with Contract Documents, (3) Work has been completed in accordance with Contract Documents, (4) equipment and systems have been tested in the presence of the City's representative and are operational, and (5) Work is completed and ready for final inspection.

2. The Engineer will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.

3. Should the Engineer consider that the work is incomplete or defective: (1) the Engineer will promptly notify the Contractor in writing, listing the incomplete or defective work, (2) Contractor shall take immediate steps to remedy the stated deficiencies, and send a second written certification to the Engineer that the Work is complete, and (3) the Engineer will re-inspect the Work.

4. When the Engineer finds that the Work is acceptable under the Contract Documents, he shall request the Contractor to make closeout submittals.

26.3 REINSPECTION FEES

Should the Engineer perform re-inspection due to failure of the Work to comply with the claims of status of completion made by the Contractor, (1) the Contractor will compensate the City at their request for such additional inspection services, and (2) the City will deduct the expenses incurred for such inspection services.

26.4 CONTRACTOR'S CLOSEOUT SUBMITTALS

26.4.1 The Contractor shall submit to the Engineer the following documentation:

1. Evidence of compliance with requirements of governing authorities that issued permit or have jurisdiction over Work;
2. Warranties and Bonds;
3. Evidence of Payment and Release of Liens;
4. Project Record Documents that show the final location, by reference to at least two completed, visible improvements or other permanent control points, of the completed improvements for this project, verification of all design dimensions, any revisions to the Plans, and all other information necessary to horizontally and vertically locate and operate the improvements constructed under this Contract. Information to be shown includes the location of the drainage structures, signs, lighting, irrigation system, landscaping, sidewalks, roadway improvements and all culvert pipes, the elevations referenced to NGVD 1929 of the control structure tops, bottom inverts, and the elevations of all pipe inverts. No erasures are permitted. Where changes occur, cross out design information and denote constructed information. Other items to be shown on the Record Drawings include:
5. Any changes or verifications get marked.
6. Mark out all "proposed" or "constructs."
7. Draw in all changes to location of pipe, structures, etc.
8. Draw in a detail box of any substantial changes.
9. Mark location and footage of all culverts.
10. Mark all elevations for grates and pipe inverts.
11. Mark all grades and spot elevations of roadways at 500 feet spacing or less.
12. Canal cross-sections at 500 feet spacing.

The Contractor shall submit four (4) sets of signed and sealed Record Drawing prints, and two electronic As-Built Drawings supplied in digital format (AutoCAD).

END OF SECTION

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: LATONYA HUBBARD, PURCHASING AGENT, FINANCE DEPARTMENT, PURCHASING DIVISION

FROM: FELICIA HOLLOMAN, ASSISTANT CITY ATTORNEY **FH**

THROUGH: SARA HEDGES, CITY ATTORNEY *SH*

RE: UNIT PRICE CONSTRUCTION CONTRACT - BID NO. 2025-014

CAO RLS FILE: 25-154

DATE: JUNE 18, 2025

I have reviewed the above Request for Legal Services (RLS) related to the Unit Price Construction Contract with Pav-Co Contracting, Inc. for various improvements to the Surfside Neighborhood. A redlined and clean copy of the agreement are attached; the clean copy is approved as to form and correctness.

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

Thank you.

City Commission Regular Meeting **Agenda Item # 11. d.**

Meeting Date: 05/19/2025

Re: Request Award of Surfside Neighborhood Roadway Improvements Phase II to Pav-Co Contracting, Inc. - Bid 2025-014

Submitted For: Mark Zrallack, City Engineer , Engineering

SUBJECT:

Approve award of Bid 25-014, the Surfside Neighborhood Roadway Improvements Phase II, to the low bidder, Pav-Co Contracting, Inc., in an amount not to exceed $3,469,267.18.

SUMMARY:

Surfside Park Neighborhood Phase II identifies drainage improvements along seven (7) residential streets. The Surfside Park Neighborhood was platted in the 1950's and were intended to be residential streets with roadside swales that were to collect and convey stormwater runoff. Over time required to phase construct the residential lots, the originally intended roadside swales were never constructed as designed or have been encroached upon through redevelopment and/or improvements constructed within each residential lot. Today, stormwater runoff from the residential streets and lots have been directed onto the roadways themselves as a means of conveyance. As a result, the roadways experience isolated flooding and are deteriorating at an accelerated rate. To improve stormwater collection and address the degrading roadway pavement conditions, the City desires to have valley gutters added along the streets to direct stormwater runoff to existing catch basins. Surfside Park Neighborhood Phase I was completed in 2021.

The streets identified for Phase II drainage improvements under this project are Melaleuca, Plover, Pelican, Walnut, Eucalyptus, Cypress and Sunset Isles. The project proposes roadway improvements to include drainage improvements, water and sewer installation, utility adjustments and roadway restoration. Improvements will include valley gutters constructed on both sides of the roadway, elimination of the remaining roadside swale by regrading, driveway replacement, milling and resurfacing.

FPUA to reimburse costs associated with the water and sewer construction of $218,486.70. Reimbursement cost included in the bid proposal in the amount $124,770.00. An additional price proposal was requested from the low bidder due to items omitted from the initial bid form in the amount of $93,716.70.

RECOMMENDATION:

Staff recommends awarding the construction contract to Pav-Co Contracting, Inc.

ALTERNATIVES:

Deny and readvertise for bids.

RESPONSIBLE STAFF:

Engineering

COORDINATED WITH:

Kimley Horn & Associates
Fort Pierce Utility Authority

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 25/26
Account: 403-4300-563200
Amount: $3,469,267.18
FISCAL IMPACT:

Funding for this project will be funded from Stormwater Management Utility Account.

Attachments

Pav-Co Contracting, Inc.
Bid Tabulation Memo
FPUA Additional Work Proposal
Recommendation to Award
Bid Extension Letter
Engineering Plans

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	05/08/2025 03:16 PM
City Manager	Richard Chess	05/09/2025 08:50 AM
Form Started By: Venetia Barnes		Started On: 04/09/2025 05:24 PM
Final Approval Date: 05/09/2025		

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

Meeting Date: 09/02/2025

Re: Bid No 2025-024 Avenue D Resurfacing from 29th Street to US 1

Submitted For: Selena Griffett, Project Engineer, Engineering

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SUBJECT:

Approval to award Bid No. 2025-024 for the Avenue D Resurfacing from 29th Street to US 1 project to C. W. Roberts Contracting, Inc. in the amount of $4,072,873.50.

SUMMARY:

On April 15, 2024 the City Commission issued Resolution No 24-R24 acknowledge the General Appropriation Grant (GAA) from the State of Florida in the amount of $1,500,000. The agreement (FM# 453170-1-54-01) required City coordination with FDOT to authorize and approve the project.

On July 18, 2025 FDOT provided a letter of concurrence to award Bid No 2025-024 to C.W. Roberts Contracting, Inc.

Attached are C.W. Roberts response to Bid 2025-024, FDOT's letter of award concurrence, and the Bid 2025-024 Documents.

RECOMMENDATION:

Staff is now requesting City authorization and approval to move forward with the contract with C.W. Roberts Contracting, Inc. for the construction of the Avenue D Resurfacing from 29th Street to US 1 project. A finalized contract document will return for City Commission approval, signature, and execution.

ALTERNATIVES:

Do not accept the bid and rebid the project. Note that this may put the Grant funding in jeopardy.

RESPONSIBLE STAFF:

Selena Griffett, P.E.

COORDINATED WITH:

Mark Zrallack, P.E. City Engineer
Shyanne Harnage
FDOT

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2025/2026
Account: 1141111-563210
Amount: $2,572,873.50
FISCAL IMPACT:
The Infrastructure Surtax Fund will provide $2,572,873.50
Additionally FPRA will provide $1,500,000.00

Budgeted Y/N: y
Fiscal Year: 2025/2026
Account: 1049400554000563100
Amount: $1,500,000.00
FISCAL IMPACT:
FPRA's fund balance will fund $1,500,000.00 of the project construction costs.

Attachments

C W Roberts Bid Response
FDOT Concurrence 07172025
Bid 2025-024 Posting
Recommendation to Award
Bid Tabulation Memo

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	08/28/2025 05:34 PM
City Manager	Richard Chess	08/28/2025 05:52 PM
Form Started By: Selena Griffett		Started On: 07/18/2025 09:30 AM
Final Approval Date: 08/28/2025		

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **INVITATION TO BID** **and** **BIDDER ACKNOWLEDGMENT**
Bid Writer: LaTonya Hubbard, (772) 467-3102	**Bid No: 2025-024**
Mandatory Pre-Bid Conference: **10:00 AM, THURSDAY, MAY 1, 2025**	**Bid Title: AVENUE D (29TH STREET TO US 1) ROADWAY RECONSTRUCTION**
Mandatory Pre-Bid Conference Location: **CITY HALL, 1ST FLOOR** **ENGINEERING CONFERENCE ROOM** **100 NORTH U.S. #1, FT. PIERCE, FL 34950**	**Bid Opening Location:** Purchasing Division Conference Room, Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
Bid Due Date & Time: **3:00 PM, TUESDAY, MAY 20, 2025**	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Bidder Name: C.W. Roberts Contracting, Inc **Mailing Address:** 8530 SW Jayme Way	*I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.* X _____ Authorized Signature (Manual)
City, State, Zip Code: Palm City, FL 34990	**Typed or Printed Name:** Pete Scholer
Type of Entity (Select one): **Corporation** ✓ **Partnership** **Proprietorship**	**Title:** Area Manager
Incorporated in the State of: Florida **Year:** 1976	**Delivery in** _____ **days, After Receipt Order**
Phone Number: 772-288-0951	**Payment Terms: Net 30 Days**
Fax Number: 772-288-0983	**FEIN or SS Number:** 59-1683951
E-Mail Address: ateal@cwrcontracting.com	**Local Business:** ✓ Y ___ N **MWBE:** ___ Y ✓ N
Bid Security is attached, when required, in the amount of $ _____ **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

C.W. Roberts Contracting, Inc.

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

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

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

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

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

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

3660 Hartsfield Road

Requester's name and address (optional)

6 City, state, and ZIP code

Tallahassee, Florida 32303

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

5	9	–	1	6	8	3	9	5	1

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person [signature] Date 8/16/2024

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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

Vendor name: C.W. Roberts Contracting, Inc

Authorized Representative's Name and Title: Pete Scholer Area Manager

Address: 8530 SW Jayme Way

City: Palm City State: FL Zip Code: 34990

Phone Number: 772-288-0951 Email Address: pscholer@cwrcontracting.com

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

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

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

By: _____ Pete Scholer Area Manager 5/19/25

Authorized Signature | Printed Name and Title | Date

STATE OF FLORIDA
COUNTY OF St. Lucie

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

this 19th day of May, 20 25 by Pete Scholer, who is

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

Notary Public Signature: _____ (Seal)

Print Name: _____ My Commission Expires: _____

DIANNE LYNN BEASLEY
Notary Public - State of Florida
Commission # HH 458203
My Comm. Expires Nov 26, 2027
Bonded through National Notary Assn.

CITY OF FORT PIERCE BIDDER'S CHECKLIST

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

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

PLEASE SIGN AND RETURN WITH BID_____

THE CITY OF FORT PIERCE
AVENUE D RESURFACING (N 29TH STREET TO US 1)
BID FORM

NAME OF BIDDER: C.W. Roberts Contracting, Inc

MAILING ADDRESS: 8530 SW Jayme Way Palm City, FL 34990

STREET ADDRESS: 8530 SW Jayme Way Palm City, FL 34990 (Zip Code)

PHONE NUMBER: 772.288.0951

To the: City of Fort Pierce

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

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

No. 1	Dated Apr 24, 2025	No. 4	Dated May 9, 2025
No. 2	Dated May 1, 2025	No. 5	Dated May 15, 2025
No. 3	Dated May 2, 2025	No. _____	Dated _____

The undersigned Bidder agrees that the Work shall be achieve final construction within 180 calendar days according to the schedule and the Notice to Proceed set forth in these Documents.

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

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

The undersigned, as Bidder, declares that the Bid is made in good faith; that this proposal is made without collusion with any person, firm, or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute a contract with the City in the form set forth in the Contract Documents;

April 24, 2025

CITY OF FORT PIERCE

AVENUE D RESURFACING FROM NORTH 29TH STREET TO US 1

BID NO. 2025-024

ADDENDUM NO.1

The purpose of this addendum is to inform all prospective vendors that minor changes were inadvertently omitted from the original bid documents. Please disregard the previously issued documents and instead use the attached **REVISED Bid Document** for preparing your submission.

Additionally, this addendum includes the project plans that were not included in the original bid package.

- **Avenue D Plans**
- **Overhead Sign**

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Pete Scholer
Typed or Printed

Company Name: C.W.Roberts Contracting

Address: 8530 SW Jayme Way,Palm City ,FL,34990

Date: 5/20/25

/lh

May 1, 2025

CITY FORT PIERCE

AVENUE D RESURFACING FROM NORTH 29TH STREET TO US 1

BID NO. 2025-024

ADDENDUM NO. 2

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

1. **QUESTION:** Can milling and paving be performed at night so there is less Impact to the traveling public?

   ANSWER: **Yes, in some instances. Overnight operations will not be Permitted in residential areas.**

2. **QUESTION:** Do we need to submit our FDOT Prequalification Letter with our bid?

   ANSWER: This is not required but would be helpful. We will need to be able to verify on FDOT's Prequalified Contractor Search website: Prequalified Vendor Search

3. **QUESTION:** 150 Cal days is not a lot of time with this type of project. Can time be changed to 180 or 200 Cal Days?

   ANSWER: **Time estimates were developed using FDOT's production rates and quantities for the project and then doubled to estimate the contract time.**

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Pete Scholer
Typed or Printed

Company Name: C.W.Roberts Contracting

Address: 8530 SW Jayme Way,Palm City ,FL,34990

Date: 5/20/25

/lh

May 2, 2025

CITY FORT PIERCE

AVENUE D RESURFACING FROM NORTH 29TH STREET TO US 1

BID NO. 2025-024

ADDENDUM NO. 3

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

1. **QUESTION:** There is no bid item for Survey Layout & Record Drawings. How will this item be paid?

   ANSWER: **Please refer to the Technical Specifications for bid items.**

2. **QUESTION:** There is no bid item for the stamped asphalt crosswalks. How Will this item be paid?

   ANSWER: **Stamped asphalt crosswalks shall conform to FDOT Standard 523. Bid Item shall be 523-3 Patterned Pavement (Crosswalks). The units shall be in SQUARE YARDS.**
   A REVISED Bid Form has been provided that adds this item, the estimate includes 2,400 Square Yards.

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Pete Scholer
Typed or Printed

Company Name: C.W.Roberts Contracting

Address: 8530 SW Jayme Way,Palm City ,FL,34990

Date: 5/20/25

/lh

Attachment: **Revised Bid Form**
FDOT Section 523 Patterned Pavement

May 9, 2025

CITY FORT PIERCE

AVENUE D RESURFACING FROM NORTH 29TH STREET TO US 1

BID NO. 2025-024

ADDENDUM NO. 4

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

1. **QUESTION:** Besides beneath the new F curb, where will the Option Base Group 6 be used?

   ANSWER: **Per Standard Specification 285 Optional Base Course, Table 285-1 various base groups are defined and refer to base materials and thicknesses that are shown on the details on Sheet 26. Optional Base Group 6 is to be used under Type F curb and areas where pavement may need repaired. The quantities provided are only estimates.**

2. **QUESTION:** Option Base Group 1 is shown under the proposed 6" concrete driveways. It is also shown in the 4" concrete sidewalk detail. Will OBG1 be used over the new sidewalks, if so, the OBG1 quantity will need to be increased? See standard sidewalk detail on sheet 26.

   ANSWER: **Per Standard Specification 285 Optional Base Course, Table 285-1 various base groups are defined and refer to base materials and thicknesses that are shown on the details on Sheet 26. Optional Base Group 1 is to be used under new driveways and new sidewalk. The quantities provided are only estimates.**

3. **QUESTION:** where will Type B Stabilization 3,100 SY work be performed. I see it shows beneath the new F curb, but where else?

   ANSWER: **Item 160-4 Type B Stabilization (12" thick) is required under new Type F curb, under new pavement (in case of repair) and where paver crosswalks are removed and replaced with stamped asphalt crosswalks. The quantities provided are only estimates.**

4. **QUESTION:** May we submit the Avenue D bid via DemandStar? The Avenue D page in DemandStar says NO ebidding is permitted. Specifications page 10 in the Instructions to Bidders say DemandStar submission is permitted.

   ANSWER: **Yes, you can submit your bid via DemandStar.**

5. **QUESTION:** Does the City have any soil borings or pavement core reports for this site?

ANSWER: **No**

6. **QUESTION:** Page 59, Exhibit C, Section 101-1A Mobilization: Regarding the as-builts, will all new concrete work and asphalt paving need to be as-built? We have 2 new curb inlets to install, which can be as-built, but what else is required? Page 139, Exhibit E Section 26.4.1 shows a longer list of items to as-built. Please clarify what items will need to be as-built.

ANSWER: **All new construction between N 29th Street and N 25th Street including sidewalk, curb, driveways will need to be as-built, relocated utility facilities within the limits of the work, limits of milling/overlay.**

7. **QUESTION:** Page 121, Exhibit E, Section 7.7.2: Please confirm which party is responsible for testing. The bid form has a lump sum item for testing but Exhibit E seems to contradict.

ANSWER: **Bid Item 101-B takes precedence. All inspection reports will be submitted to the City for confirmation and approval.**

8. **QUESTION:** Addendum 3, specification section 523: Will this mill and resurface project be considered a new asphalt roadway? "For installation on new asphalt roadways, apply patterned pavement a minimum of 14 days after placement of the adjacent pavement". Will we have to wait 14 days after paving before we place the patterned pavement?

ANSWER: **In the areas where new patterned pavement is indicated, the roadway base will need to be installed in accordance with the Pavement Restoration or Pavement Patch details provided. The patterned asphalt will not require a 14 day wait.**

9. **QUESTION:** Addendum 1, Question 1: Where is the bid document may I find this? I'd like to read the entire section for context. I looked on Page 21 paragraph 4 and did not see it.

ANSWER: **The Addendum 1 Question 1: Dated April 24, 2025, is for RFQ No 2025-022 for Professional Engineering and Surveying Services and does not apply to this Bid No 2025-024.**

10. **QUESTION:** Does item " 110-4A removal of existing Concrete" include the removal of existing brick pavers ?

ANSWER: **Yes**

12. **QUESTION:** What locations will the Type B Stabilization be placed?

ANSWER: **Please see previous responses.**

13. **QUESTION:** The brick paver islands near the roundabouts are in disrepair and Are not indicated in the plans. Is it the city's intent that the awarded Contractor will not repair these locations?

ANSWER: **The repair of these islands is not included in this contract.**

14. **QUESTION:** Could the city verify the quantity and placement locations of the Type B Stabilization? Based on the details given, the 'Type "F" Curb and Gutter with join details had Type B stabilization going underneath The F curb 6 inches from the back of curb. But on the pavement With curb and gutter and sidewalk detail, it shows Type B stabilization going back to the right of way. Is it the cities intent to have type B stabilization underneath the 4&6 inch sidewalk?

ANSWER: **Three details show the Type B Stabilization (12" Thick): Type F Curb and Gutter, Pavement with Curb and Gutter and Sidewalk, Stamped Asphalt Crosswalk Replacement Section. Each detail shows the Type B Stabilization extending 6" beyond the curb. Refer to the isometric view.**

15. **QUESTION:** Could a Clearing and grubbing item be provided for other incidental removals?

ANSWER: **No**

16. **QUESTION:** The "Vehicle detection system – video furnishing install above ground system" item has a quantity of 4. Based off the plans there are also 6 loop assemblies. Will a bid item be provided for these items?

ANSWER: **Vehicle Loop Detectors are not needed when converting to a video vehicle detection system.**

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Pete Scholer
Typed or Printed

Company Name: C.W.Roberts Contracting

Address: 8530 SW Jayme Way,Palm City ,FL,34990

Date: 5/20/25

/lh

May 15, 2025

CITY FORT PIERCE

AVENUE D RESURFACING FROM NORTH 29TH STREET TO US 1

BID NO. 2025-024

ADDENDUM NO. 5

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

1. **QUESTION:** The document provided for the overhead sign is sheet 8, are there any other document for the overhead sign?

   ANSWER: **Sheet 8 is the only document that contains information related to the Overhead Sign Structure (called the District Brand Archway Signs). The only other document was provided at the Mandatory Pre-Bid Meeting with the specific logo of the Lincoln Park district. The "Peacock Arts District" logo does not apply on Avenue D.**

2. **QUESTION:** The document provided for the overhead sign says Don Bell sign will Fabricate and install the sign. Is it the city intent to have the awarded contractor install the structurer ?

   ANSWER: **The awarded contractor is responsible for installing the structure.**

3. **QUESTION:** Will details be provided for the footer of the overhead sign structure?

   ANSWER: **All information currently available to the City was provided with the bid documents. Additional information for the overhead sign structure will be coordinated with the awarded contractor.**

4. **QUESTION:** Where will the Overhead sign be placed? I don't see any reference in the plans.

   ANSWER: **The precise location has not been determined and will need to be coordinated.**

5. **QUESTION:** Do we replace only the sign listed or the entire assembly ?

   ANSWER: **There is currently no overhead sign structure on the corridor. The entire assembly is to constructed under this project.**

6. **QUESTION:** Will the bid items "Single Post Sign, F&I, Ground Mount, up to 12 SF" include the street sign on the stop signs ?

ANSWER: **Yes.**

All other conditions of this bid remain the same.

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

Signature: _____
Manual

Signature: Pete Scholer
Typed or Printed

Company Name: C.W.Roberts Contracting

Address: 8530 SW Jayme Way,Palm City ,FL,34990

Date: 5/20/25

/lh

that he will furnish the Contract Security Insurance Certificates; that he is aware that failure to properly comply with the requirements set out in the INSTRUCTIONS TO BIDDERS and elsewhere in the Contract Documents may result in a finding that the Bidder is non- responsive and a forfeiture of the Bid Security.

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

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

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

LIST OF MAJOR SUBCONTRACTORS

1. If awarded a contract as a result of this Bid, the major subcontractors used in the prosecution of the Work will be those listed below, and
2. The following list includes all subcontractors who will perform Work, and
3. The Bidder represents that the subcontractors listed below are financially responsible and are qualified to do the Work required, and
4. 50% of Work must be done by the General Contractor's entity.
5. If no major subcontractors are to be used, so state on this form

Work to be Done	Name of Subcontractor	Address
Surveying	Betsy Lindsay	7997 SW Jack James Drive, Stuart, FL 34997
Testing	Pacifica Engineering Services, LLC	601 N. Congress Avenue - Suite 303 Delray Beach, Fl 33445
Flat Work	Venice Commercial Services, Inc.	10074 SW Glenbrook Dr Port St Lucie, FL 34987
Striping	Croc Entrerprises Llc	4490 SE Cheri Ct, Stuart, FL 34997
Stamped Asphalt	Atlantic ATLANTIC PAVING CO ., INC.	P.O. BOX 552218 DAVIE, FL 33355
Erosion Control	C & C Silt Fencing Corporation	2013 Live Oak Blvd. Suite J St. Cloud, FL 34771

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

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

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

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

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

ACCOMPANYING THIS PROPOSAL IS Bidder's Bond
(Insert the word(s) "cashier's check," "bidder's bond," "certified check," or other security as provided by law, as the case may be), in an amount equal to at least 10% of the total amount of the bid, payable to the CITY OF FORT PIERCE the undersigned deposits above-named security as a proposal guarantee and agrees that it shall be forfeited to the City as liquidated damages in case this proposal is accepted by the City and the undersigned fails to execute a contract with the City as specified in the Contract Documents, accompanied by the required payment and faithful performance bonds, with sureties satisfactory to the City, and accompanied by the required certificates of insurance coverage and endorsements. Should the City be required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay City reasonable attorneys' fees and costs (including attorneys' fees and costs on appeals), incurred with or without suit.

The Work shall be performed under a State of Florida Contractor's License. Contract shall not be awarded unless proof of valid license(s) is provided, and license shall be appropriate for the nature of the Work.

The Bidder certifies that the following documents are included in the Bid and are complete:

1. Bid form, list of Addenda received, and authorized signatures.
2. Bid Bond with Power of Attorney attached.
3. Affidavit of Non-Collusion.
4. Trench Safety Act Form.

The Bidder further certifies that he will submit within ten (10) days of notification of the Apparent Successful Bidder:

1. List of Major Subcontractors
2. Payment Bond
3. Performance Bond
4. Agreement
5. Certificates of Insurance

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth below, together with signature(s) of the officer or officers authorized to sign contracts on behalf of the corporation and corporate seal; if bidder is a partnership, the true name of the firm shall be set forth below with the signature(s) of the partner or partners authorized to sign contracts in behalf of the partnership; and if the bidder is an individual, his signature shall be placed below.

Bidder: C.W.Roberts Contracting
(Type or Print)

By: _____

Name: Pete Scholer

Title: Area Manager

Date: May 19th ,2025

(Corporate Seal)

Attest
If Corporation

By: _____
(Signature)

Name: Aarian Teal

Title: Estimator

Witnesses: _____
(Signature)

(If partnership
Or individual) _____
(Signature)

Contractor's License (State, Number, Expiration Date, Type of License)
Florida CGC1505785, August 31,2026, General Contractor License

END OF SECTION

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, CWR Contracting, Inc. _____, as Principal, and _____ Western Surety Company and Liberty Mutual Insurance Company _____, as Surety, are held and firmly bound unto the City of Fort Pierce, hereinafter called the City, in the penal sum of Ten Percent of the Bidder's Maximum Bid Price Dollars ($ 10% BMBP), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. The Bid Bond amount shall be ten (10%) percent of the Base Bid amount as entered on the Bid Form.

The condition of this obligation is such that whereas the principal has submitted the accompanying bid dated May 20, 2025, for the **AVENUE D RESURFACING (N 29TH STREET TO US 1)**

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period of time set forth in the Contract Documents, and shall within ten (10) calendar days after receipt of the Notice of Award enter into a written contract with the City in accordance with the bid as accepted, and if the Principal shall give the required bonds with good and sufficient sureties for the faithful performance and proper fulfillment of such contract and for the protection of subcontractors, laborers and material men, and if the Principal has provided the required evidence of insurance as set forth in the Contract Documents and complied with the Florida Department of Environmental Protection certifications and requirements, and all other contract provisions, or in the event of withdrawal of said bid within the periods specified, or the failure to enter into said contract, or failure to comply with FDEP requirements, or otherwise, if the Principal shall within sixty (60) days after request by the City to pay to the City the difference between the amount specified in said bid and the amount for which the City may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

It is further agreed that if the City is required to utilize legal counsel to recover on this bond, it may also recover its costs relating thereto, including a reasonable amount for attorneys' fees and costs, including attorneys' fees and costs in appellate proceedings.

(SEE NEXT PAGE FOR SIGNATURES)

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this 20th day of May, 2025, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESSES
(if individual
or partnership)

_____

_____

PRINCIPAL

CWR Contracting, Inc.

By: _____
(Signature)

Name: Peter Scholer

Title: Area Manager

ATTEST (if corporation)

By: _____
(Signature)

Name: Marian Teal

Title: Estimator

(Corporate Seal)

SURETY

Western Surety Company and
Liberty Mutual Insurance Company

By: _____
(Signature)

Name: Stephanie Moore Harold

Title: Attorney-in-Fact

(Surety Seal)

Attach a certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Bid Bond on behalf of Surety.

Any Claims under this bond may be addressed to:

Name of Surety: Western Surety Company and Liberty Mutual Insurance Company

Mailing Address: WSC: 151 N. Franklin St., Chicago, IL 60606 LMIC: 175 Berkeley Street, Boston, MA 02116

Street Address: WSC: 151 N. Franklin St., Chicago, IL 60606 LMIC: 175 Berkeley Street, Boston, MA 02116

Name and Mailing and Street: Stephanie Moore Harold, Attorney-in-Fact FL License No. W974693

Address of Agent or: McGriff, a Marsh & McLennan Agency LLC Company

Representative in Florida: 10100 Katy Freeway, Suite 400

(if different than above): Houston, TX 77043

Telephone Number of Surety: WSC: (312) 822-5000 and LMIC: (617) 357-9500

and Agent or Representative: McGriff, a Marsh & McLennan Agency LLC Company

in Florida: 713-877-8975

END OF SECTION

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Marc W Boots, Vickie Lacy, Richard Covington, Ryan Varela, Ashley Koletar, Jacob Boots, Maria D Zuniga, Joseph R Aulbert, Stephanie Moore Harold, Michael Garcia, Melanie Salinas, Individually

of Houston, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 5th day of March, 2025.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 5th day of March, 2025, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 20th day of May, 2025.

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8213056-022004

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Joseph R. Aulbert, Jacob Boots, Marc W. Boots, Richard Covington, Michael Garcia, Susan Golla, Stephanie Moore Harold, Ashley Koletar, Vickie Lacy, Melanie Salinas, Ryan Varela, Dylan Young, Maria D Zuniga

all of the city of Houston state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of January, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 30th day of January, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of May, 2025

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

BIDDER'S QUALIFICATIONS QUESTIONNAIRE

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires. Qualifications Questionnaire must be submitted with the Proposal.

1. Name of Bidder. C.W. Roberts Contracting, Inc

2. Permanent Main Office address. 3660 Hartsfield Road, Tallahassee, FL 32303

3. When organized? 1976

4. If a corporation, where incorporated? Florida

5. How many years have you been engaged in construction under this present firm or trade name? 49 years

6. Contracts on hand: (Schedule of these, showing gross amount of each contract and the appropriate anticipated dates of completion.) See Attached

7. General character of work performed by you. Heavy/Highway Construction

8. Have you ever failed to complete any work awarded to you? If so, where and why? No, we have not

9. Have you ever defaulted on a contract? If so, where and why? No, we have not

10. List the more important contracts recently completed by you, stating approximate gross costs of each and the month and year completed. Include the name and telephone number of contact in company for which you provided work. See Attached

11. List your major equipment available for this contract. See Attached

12. Experience in general construction work similar in scope to this project. (If additional space is needed or required, it may be attached to this sheet.) See Attached

13. Background and experience of the principal members of your company, including the officers. See Attached

14. Give bank reference. See Attached

15. You will furnish a detailed financial statement and, upon request, any other information that may be required by the City of Fort Pierce. Yes

16. The Undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Fort Pierce in the County of St. Lucie in verification of the recitals comprising this Bidder's Qualifications Questionnaire. Yes

Dated at 8:00 AM this 19th day of May 2025

Contractor:

C.W.Roberts Contracting

By Pete Scholer

Area Manager
(Name & Title)

County of St. Lucie

State of Florida

Pete Scholer, being duly sworn, deposes and says that he is Area Manager of C.W.Roberts Contracting, and that the answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed and sworn to before me this 19th day of May, 2025.

Notary Public

My Commission Expires:

(Seal)

DIANNE LYNN BEASLEY
Notary Public - State of Florida
Commission # HH 458203
My Comm. Expires Nov 26, 2027
Bonded through National Notary Assn.

END OF SECTION

NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF St. Lucie

Pete Scholer, being first duly sworn, deposes and says:

That he/she is Area Manager of C.W.Roberts Contracting
(a partner or officer of the firm of, etc.)

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

C.W.Roberts Contracting
(Firm Name)

By: _____

Title: Area Manager

Subscribed and sworn to before me this 19th
day of May, 2025

_____
Notary Public

DIANNE LYNN BEASLEY
Notary Public - State of Florida
Commission # HH 458203
My Comm. Expires Nov 26, 2027
Bonded through National Notary Assn.

My Commission expires: (Seal)

END OF SECTION

PUBLIC ENTITY CRIMES AFFIDAVIT

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

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

1. This sworn statement is submitted with Bid No. 2025-024 Avenue D Resurfacing (N 29th Street to US 1).

2. This sworn statement is submitted by C.W.Roberts Contracting
(name of entity submitting sworn statement)
whose business address is 8530 SW Jayme Way,Palm City ,FL,34990
and (if applicable) its Federal Employer Identification Number (FEIN) is
59-1683951 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. My name is Pete Scholer my relationship to the entity
(please print name of individual signing)
named above is Area Manager.

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

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

6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   1. A predecessor or successor of a person convicted of a public entity crime: or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The

term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima tacie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

Signature: _____

Date: 5/19/2025

STATE OF Florida

COUNTY OF St. Lucie

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Pete Scholer who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this 19th day of May, 2025.

NOTARY PUBLIC SEAL: _____

DIANNE LYNN BEASLEY
Notary Public - State of Florida
Commission # HH 458203
My Comm. Expires Nov 26, 2027
Bonded through National Notary Assn.

My commission expires: _____

END OF SECTION

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors, exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE: May 19th , 2025

Official Address
(Including Zip Code):

8530 SW Jayme Way,
Palm City ,FL,34990

By: _____

Area Manager
(Title)

END OF SECTION

TRENCH SAFETY ACT COMPLIANCE STATEMENT
BID NO. 2025-024

Instructions:

Chapter 90-96 of the Laws of Florida requires all contractors engaged by the City of Fort Pierce to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective contractors are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

Certification:

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:

Fifteen Thousand Dollars
(Written)
$ 5,000
(Figures)

3. The amount listed above has been included within the Base Bid.

Certified: C.W. Roberts Contracting, Inc.
(Company-Contractor)
By: Robert Flowers
(President's Signature)
Robert Flowers
(President's Typed or Printed Name)

Notarization:

Sworn to and subscribed before me in St. Lucie County, Florida

on the 19th day of May 2025, 4

Notary Public: Elizabeth Walker (affix seal) My Commission Expires: 6/16/2026

END OF SECTION

ELIZABETH WALKER
MY COMMISSION #HH277605
EXPIRES: JUN 16, 2026
Bonded through 1st State Insurance

DRUG-FREE WORKPLACE FORM

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

C.W.Roberts Contracting does:
(Name of Business)

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

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

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

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

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

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

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

Proposer's Signature

5/19/25
Date

END OF SECTION

Item No	Description	Unit	QTY	Unit Price	Amount
101-1A	Mobilization/Permits	LS	1	$ 760,000.00	$ 760,000.00
101-1B	Geotechnical and Materials Testing	LS	1	$ 13,200.00	$ 13,200.00
102-1A	Maintenance of Traffic	LS	1	$ 54,200.00	$ 54,200.00
104-1A	Erosion and Sediment Prevention Devices	LS	1	$ 63,000.00	$ 63,000.00
110-4A	Removal of Existing Concrete	SY	5,795	$ 49.50	$ 286,852.50
160-4	Type B Stabilization (12" Thick)	SY	3,100	$ 39.75	$ 123,225.00
285-701	Optional Base, Base Group 01 (LBR 100)	SY	650	$ 120.00	$ 78,000.00
285-706	Optional Base, Base Group 06 (LBR 100)	SY	1,985	$ 68.00	$ 134,980.00
327-70-12	Milling Exist Asphalt Pavement, 1 1/4" Avg Depth	SY	32,750	$ 4.75	$ 155,562.50
334-1-13	Superpave Asphaltic Concrete Traffic C (Overlay)	TN	2,200	$ 230.00	$ 506,000.00
425-1-201	Inlets, Curb, Type 9, <10'	EA	2	$ 11,750.00	$ 23,500.00
520-1-10	Concrete Curb and Gutter, Type F	LF	3,900	$ 38.00	$ 148,200.00
522-1	Concrete Sidewalk and Driveways 4" Thick	SY	4,050	$ 62.25	$ 252,112.50
522-2	Concrete Sidewalk and Driveways 6" Thick	SY	650	$ 74.00	$ 48,100.00
523-3	**Patterned Pavement (Crosswalks)**	**SY**	**2,400**	$ 227.50	$ 546,000.00
526-1-2	Pavers, Architectural, Sidewalk	SF	17,096	$ 15.00	$ 256,440.00
527-2	Detectable Warnings	SF	1,850	$ 42.50	$ 78,625.00
660-4-12	Vehicle Detection System - Video, F&I Above Ground System	EA	4	$ 56,750.00	$ 227,000.00
700-1-11	Single Post Sign, F&I, Ground Mount, Up to 12 SF	EA	24	$ 1.25	$ 30.00
700-1-60	Single Post Sign, Remove	EA	24	$ 1.25	$ 30.00
706-1-3	Raised Pavement Marker, Type B	EA	380	$ 6.00	$ 2,280.00
700-4-125A	Overhead Static Sign Structure, F&I, Span (51-100 FT)	EA	1	$ 237,600.00	$ 237,600.00
711-11-123	Thermoplastic, Standard, White, Solid 12" (Crosswalks)	LF	3,400	$ 7.15	$ 24,310.00
711-11-125	Thermoplastic, Standard, White, Solid 24" (Stop Line)	LF	1,000	$ 9.50	$ 9,500.00
711-11-170	Thermoplastic, Standard, White, Arrow	EA	24	$ 106.50	$ 2,556.00
711-11-180	Thermoplastic, Standard, White, Yield Line	LF	60	$ 9.50	$ 570.00
711-15-101	Thermoplastic, Standard, White, Solid 6" Longitudinal Lines	LF	3,000	$ 3.00	$ 9,000.00
711-15-131	Thermoplastic, Standard, White, Skip 6" 10-30 Skip	LF	1,500	$ 3.00	$ 4,500.00
711-15-201	Thermoplastic, Standard, Yellow, Solid 6" Longitudinal Lines	LF	9,000	$ 2.50	$ 22,500.00
1000-01A	Utility Adjustments/Coordination	LS	1	$ 5,000.00	$ 5,000.00
TOTAL FINAL BID					**$ 4,072,873.50**

SUBSTITUTION SHEET
FORT PIERCE, FLORIDA

PROJECT TITLE: AVENUE D RESURFACING (N 29TH STREET TO US 1)

BID NO. 2025-024

SUBSTITUTION SHEET

DESCRIPTION OR BID ITEM NO.	MAKE SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
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			$	$
			$	$
			$	$
			$	$
			$	$

CONTRACTOR VERIFICATION FORM

FORT PIERCE, FLORIDA
SEALED BID NO. 2025-024

PROJECT TITLE: AVENUE D RESURFACING (N 29TH STREET TO US 1)

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of firm: C.W.Roberts Contracting

Corporate Title: Area Manager

Address: 8530 SW Jayme Way,Palm City ,FL,34990

(Zip Code)

By: Pete Scholer — Area Manager
(Print name) (Print title)

(Authorized Signature)

Telephone: (722) 288-0951

Fax: (722) 288-0983

State License # CGC1505785 **(ATTACH COPY)**

County License # 31111 **(ATTACH COPY)**

City License: **(ATTACH PROOF OF REGISTRATION WITH THE CITY)**

Type of License: GENERAL CONTRACTOR

Unlimited Yes (yes/no)

If "NO", Limited to what trade? _____

END OF SECTION

LIST OF REFERENCES

FORT PIERCE/ST. LUCIE COUNTY, FLORIDA

PROJECT TITLE: AVENUE D RESURFACING (N 29TH STREET TO US 1)
BID NO. 2025-024

OWNER'S NAME/ADDRESS	PROJECT	CONTACT PERSON	TELEPHONE NUMBER
Martin County BOCC 2401 SE Monterey Rd Stuart, FL 34996	North River Shores Neigborhood Restoration	Logan Huber	(772) 288-5932
Martin County BOCC 2401 SE Monterey Rd Stuart, FL 34996	Mapp Road Resurfacing	Krysti Brotherton	(772) 288-5777
CITY OF VERO BEACH PO BOX 1389 VERO BEACH, FL 32960	STREET RESURFACING PROJECT	Don Dexter	(772) 978-4872
MARTIN COUNTY BOCC 2401 SE MONTEREY ROAD STUART, FL 34996	ROADWAY RESURFACING	LUKAS LAMBERT	(772) 221-2300

END OF SECTION

E-VERIFY

FORT PIERCE, FLORIDA

PROJECT: AVENUE D RESURFACING (N 29TH STREET TO US 1)

Bid No.: 2025-024

Project Description: Resurfacing Avenue D from N 29th Street to US 1

Vendor/Consultant acknowledges and agrees to the following:

1. Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Consultant during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to this contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Company/Firm: C.W.Roberts Contracting

Authorized Signature: _____

Title: Area Manager

Date: 5/19/25

END OF SECTION

LAP CERTIFICATION OF CURRENT CAPACITY

CONFIDENTIAL per Ch 337.14(1) F.S.

For bids to be received on 5/20/25
(Letting Date)

Fill in your FDOT Vendor Number

VF 596000743006

(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on the "Status of Contracts on Hand" report (page 2) $ 14,649,963.42

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.

2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.

3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

C.W. Roberts Contracting, Inc
NAME OF FIRM

Sworn to and subscribed this 19th day of May, 2025

By: [signature]
Area Manager
Title

DIANNE LYNN BEASLEY
Notary Public - State of Florida
Commission # HH 458203
My Comm. Expires Nov 26, 2027
Bonded through National Notary Assn.

STATUS OF CONTRACTS ON HAND

(Furnish complete information about all your contracts, whether prime or subcontracts; whether in progress or awarded, but not yet begun; and regardless of whom contracted with.)

1	2	3	4	5	6
PROJECTS OWNER, LOCATION AND DESCRIPTION	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY YOU	
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR
OKEECHOBEE COUNTY RESURFACING CONTRACT 2025	$1,611,316.00		$1,611,316	$1,611,316	
US 98 T1866 FDOT	$ 302,247.10				$ 302,247.10
SR 700 US 98 FROM E OF FLORAL DR TO E OF CR 621 FDOT	$ 9,433,812.66		$ 9,433,812.66	$9,433,812.66	
SR 700 (US 98) FROM BRIDGE #910090 TO NW 80TH AVE	$ 3,302,587.66		$ 3,302,587.66	$ 3,302,587.66	
NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest $100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.			TOTALS	$14,347,716	$ 302,247.10
			TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)	$0.00	$ 14,649,963.42

DBE Utilization

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 10.67% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information.

DBE Reporting

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

Bid Opportunity List

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBEs.**

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is: https://www.fdot.gov/equalopportunity/eoc.shtm.

DBE/AA Plans

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the "___" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chairperson in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: **eeoforms@dot.state.fl.us.**

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.

EXHIBIT
G

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
02/16

Is this form applicable to your firm?
YES ☐ NO ☒
If *no*, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application b. initial award c. post-award	**3. Report Type:** a. initial filing b. material change **For Material Change Only:** Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: ☒ Prime ☐ Subawardee Tier _____, *if known*: C.W. Roberts Contracting, Inc. 8530 SW Jayme Way Palm City, FL 34990 Congressional District, *if known*: 4c _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ Congressional District, *if known*: _____	
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____	
8. Federal Action Number, *if known*:	**9. Award Amount,** *if known*: $ _____	
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: Pete Scholer Title: Area Manager Telephone No.: 772-288-0951 Date (mm/dd/yyyy): 5/19/25	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/07/2024

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

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

PRODUCER
McGriff Insurance Services, LLC
2000 International Park Drive
Suite 600
Birmingham, AL 35243

CONTACT NAME: Martha Lee Hawkins / Ext 9406
PHONE (A/C, No, Ext): 1-800-476-2211 FAX (A/C, No):
E-MAIL ADDRESS: mhawkins@mcgriff.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Insurance Company	11150
INSURER B : Allied World National Assurance Company	10690
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
C.W. Roberts Contracting, Inc.
P.O. Box 188
Hosford, FL 32334

COVERAGES **CERTIFICATE NUMBER:** UPAG9Y9U **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			ZAGLB9247603	10/01/2024	10/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 6,000,000 $ 100,000 $ 10,000 $ 6,000,000 $ 12,000,000 $ 12,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			ZACAT9276803	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 6,000,000 $ $ $
B	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $			03125099	10/01/2024	10/01/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			ZAWCI9966603	10/01/2024	10/01/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER

C.W. Roberts Contracting, Inc.
3660 Hartsfield Rd
Tallahassee, FL 32303
Leon

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

FLOWERS, ROBERT P

C. W. ROBERTS CONTRACTING, INCORPORATED
3660 HARTSFIELD ROAD
TALLAHASSEE FL 32303

LICENSE NUMBER: CGC1505785

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/27/2024

Do not alter this document in any form.

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

City of Fort Pierce
100 N US1
Fort Pierce, FL 34950
772-467-3000

PROFESSIONAL LICENSE CERTIFICATE

Issued To: **Bob Flowers**

Mailing Address: 3660 Hartsfield Road
Tallahassee, FL 32303

License Number: CERTCON-2024-000983

Issued Date: 10/2/2024

Expiration Date: 9/30/2025

Liability Insurance Expiration Date: Oct 1 2025 12:00AM
Workers Comp Expiration Date: Oct 1 2025 12:00AM
State License Expiration Date: Aug 31 2026 12:00AM

Certification(s): CGC1505785 - Certified General Contractor,
ZAGLB9247603 - Liability Insurance,
ZAWCI9966606 - Worker's Compensation

License Type: DBPR - State Certified Contractor

Classification: General Contractor

Fees Paid: $25.00

Linda W. Cox

Linda W. Cox, City Clerk

TO BE POSTED IN A CONSPICUOUS PLACE

County Certification Number: 31111

ROBERT P FLOWERS
C.W. ROBERTS CONTRACTING INCORPORATED
6484 WIREGRASS WAY
TALLAHASSEE, FL 32309

Planning & Development Services
Building & Code Regulation Division
2300 Virginia Ave
Ft Pierce, FL 34982
Phone: (772) 462-1672 Fax: (772) 462-1148
http://www.stlucieco.org/planning/contract_licen.htm

Class Code: GENERAL CONTRACTOR

License Type: Contractor

This Competency Card, issued by the St. Lucie County Contractor Certification Division, authorizes work for the Class Code stated, for the unincorporated areas of St. Lucie County. It does not authorize work for the City of Ft. Pierce, St. Lucie Village or the City of Port St. Lucie. It is the Contractor's responsibility to maintain this card in a current status by providing a Certificate of Insurance, current address and telephone information, and renewing this card annually as required.

Expiration Date: 8/31/2024

TOMMIE MARIE FOWLER

Wallet Contractor ID Card

Cut to fit, then fold in half

IDENTIFICATION CARD

C.W. ROBERTS CONTRACTING INCORPORATED
County Certification Number: 31111
Class Code: GENERAL CONTRACTOR - GC1505785

This is to certify that ROBERT P FLOWERS, has been issued a County Certificate in St. Lucie County, beginning on 3/11/2019 and ending on 8/31/2024, unless license is revoked.

Contractor Licensing:	**(772) 462-1672**
Contractor Fax Line:	**772-462-1148**
Automated Inspection Line:	**(866) 284-1280**
Inspection Line:	**(772) 462-2172**

TOMMIE MARIE FOWLER

Authorized Licensing Official

C. W. Roberts Contracting, Inc. Completed Projects

Project Name	Owner Name	Contract Amount	Contact	Phone	Year Complete
T4544 US 1	FDOT	$7,160,209.04	Josh Gutierrez	772-486-4478	2022
T1777 SR 78	FDOT	$5,709,661.86	Barry Williams	941-807-6502	2022
T1762 US 27	FDOT	$9,877,944.44	Rolando Luis	813-422-1975	2023
Okeeccobee Airport Runway Reahb	Okeechobee BOCC	$3,572,334.47	Sue Finney	407-599-1122	2022
Sebring Parkway	Bergeron Land Development	$1,137,120.57	Sean Nicholl	954-740-1293	2022
Hegner Drive	ACCEL Florida, Inc.	$1,381,155.52	Curtis Cupp	561-627-8733	2023
Task Order #2 CR 720 Repairs	Trevilcos	$2,233,109.53	Pablo Bassola	857-260-2063	2023
Task Order #4 Herbert Hoover Dike Rehab	Trevilcos	$1,639,066.41	Pablo Bassola	857-260-2063	2023
Indian River Blvd	Indian River County	$4,688,537.41	James W. Ennis	772-226-1221	2024
OKEECHOBEE COUNTY RESURFACING CONTRACT 2025	OKEECHOBEE COUNTY	$ 1,611,316.00		863-763-6441	2025
US 98 T1866	FDOT	$ 302,247.10	Barry Williams	941-807-6502	2025

Acc Cls	Eqm Cls	Type	Equipment #	Description	Description II	Serial Number	Unit
VEH	3	Vans	15.01196	Spare, Ford E350 2007	2007 Ford E-350 Passenger	1FBSS31L37DA61931	HR
VEH	2	Pickup Trucks	15.01204	Spare MOT, Ford F250 2005	Pickup, Ford F-250, 2005	1FTNF20535EB82900	HR
VEH	2	Pickup Trucks	15.01226	TBD, Ford F250 2008	Pickup, Ford F-250, 2008	1FTNF20588EE32183	HR
VEH	2	Pickup Trucks	15.01243	Spare MOT, Ford F250 2009	Pickup, Ford F250 CC 2009	1FTSW205X9EA66281	HR
VEH	2	Pickup Trucks	15.01266	Spare, Chevy C3500 2006	Flatbed,Chevy 3500 2006	1GCJK33D16F243207	HR
VEH	2	Pickup Trucks	15.01276	Auction, Ford F250 2010	Pickup, Ford F250 CC 2010	1FTSW2AS1AEA78949	HR
VEH	2	Pickup Trucks	15.01293	Raymond Stevens Sr, F250 2012	Pickup, Ford F250 4x4 CC	1FT7W2BTXCEA76736	HR
VEH	2	Pickup Trucks	15.01295	TBD, Ford F250 2012	Pickup, Ford F250 SC 4X2	1FT7X2A69CEA63291	HR
VEH	2	Serv Trucks	15.01306	John Mader, Ford F150 2013	Pickup, Ford F150 2013	1FTFX1EF3DKD45509	HR
VEH	2	Pickup Trucks	15.01307	Chadwick McFee, Ford F150 2014	Ford F150 2014 Pickup 4X4	1FTFX1EF9EFA08093	HR
VEH	2	Pickup Trucks	15.01308	Doug Kirby, Ford F150 2014	Ford F150 2014 Pickup 4X4	1FTFX1EF3EKD29120	HR
VEH	2	Serv Trucks	15.01311	Spare, F150 2013	Auction Ford F-150 XL Whi	1FTFX1EFXDFD85174	HR
VEH	2	Serv Trucks	15.01313	Derek Henley, Ford F150 2014	2014 F150 Pickup	1FTFX1CF8EFC04724	HR
VEH	2	Serv Trucks	15.01316	Amber Rhoden, Ford F150 2014	F-150 4 x 2 Supercrew Whi	1FTFW1CF3EFC86767	HR
VEH	2	Serv Trucks	15.01318	TBD, Ford F150 2014	F-150 XL 4x2 Supercab	1FTEX1CM7EKG08504	HR
VEH	2	Pickup Trucks	15.01320	Robert Wilson, Ford F150 2014	2014 4x4 Supercab	1FTFX1EF4EKG03067	HR
VEH	2	Pickup Trucks	15.01321	David Fiss, Ford F150 2014	White 4x2 Regular Cab	1FTMF1CMXEKF62634	HR
VEH	2	Serv Trucks	15.01323	Wade Wiederhold,D Ram 2015	Dodge Ram 1500	3C6RR7KT8FG572331	HR
VEH	2	Pickup Trucks	15.01324	TBD MOT, Ford F150 2014	2014 White Ford F150	1FTFW1CF5EKF55990	HR
VEH	2	Pickup Trucks	15.01325	Elizabeth Johnson, F150 2014	White 2014 4x4 pickup	1FTFX1EF4EKF69759	HR
VEH	2	Pickup Trucks	15.01327	TBD, Ford F150 2015	2015 Ford F150	1FTEW1EF7FFA67997	HR
VEH	2	Pickup Trucks	15.01328	Tyler Adkins, D Ram 2015	Dodge Ram Single Cab 1/2	3C6JR6DTXFG609271	HR
VEH	2	Pickup Trucks	15.01330	Auction, Ford F150 2015	White 4x4 Power Group	1FTFX1EF9FKE18465	HR
VEH	2	Pickup Trucks	15.01331	Tony Street, Ford F150 2015	XL 4x4 4 door cab pickup	1FTEW1EF7FKE18463	HR
VEH	2	Pickup Trucks	15.01333	Jeremie Laila, Ford F150 2015	White F-150 XL Power Grou	1FTEX1CF0FKE22984	HR
VEH	2	Pickup Trucks	15.01335	TBD, Ford F150 2015	White 4 x 2 XL Power Grou	1FTEX1CF9FKE22983	HR
VEH	2	Pickup Trucks	15.01336	Trevor Taylor, Ford F150 2015	4x4 CrewCab White Pickup	1FTEW1EF9FFB11921	HR
VEH	4	Sport Utility Vehicles	15.01337	Shayna Hammack, Jeep GC 2015	2015 White Jeep	1C4RJFAGXFC150658	HR
VEH	2	Pickup Trucks	15.01338	Darryl Button, Ford F250 2016	F250 Super Duty Ford 2016	1FT7W2B68GEA25056	HR
VEH	2	Pickup Trucks	15.01339	Dylan Slayton, Ford F150 2015	2015 Ford White LGT picku	1FTFW1EF5FFC45037	HR
VEH	2	Pickup Trucks	15.01340	TBD, Ford F250 2016	SRW F250 Super Duty White	1FT7W2B61GEB64428	HR
VEH	2	Pickup Trucks	15.01341	Adam Tilyou, Ford F150 2016	White 2016 LGT Convtnl'F	1FTMF1C86GFA50190	HR
VEH	2	Pickup Trucks	15.01342	David Jones Jr, Ford F250 2016	F250 Super Duty Pickup Tr	1FT7W2A66GEB70064	HR
VEH	2	Pickup Trucks	15.01343	Charles Jernigan, F250 2016	White 2016 F250 Ford Tru	1FT7W2A68GEB70065	HR
VEH	2	Pickup Trucks	15.01344	TBD, Ford F150 2016	White 2016 F150 Ford Truc	1FTFX1EF7GFB03769	HR
VEH	2	Pickup Trucks	15.01346	Danny Anderson, D Ram 2016	2016 Dodge Ram 1500	3C6TR4CT8GG257985	HR
VEH	2	Pickup Trucks	15.01347	Ralph Cain, Ford F250 2016	Ford F250 Super Duty Pick	1FT7W2A63GEB47485	HR
VEH	2	Pickup Trucks	15.01350	William Bell,Dodge Ram 2016	Dodge Ram 2016 1500	1C6RR6ST7GS312183	HR
VEH	2	Pickup Trucks	15.01353	Willie Russel, D Ram 2016	Dodge Ram 2500 ST	3C6TR4CT6GG155682	HR
VEH	2	Pickup Trucks	15.01354	Spare, Silverado 2017	Pickup,Chevy 2500	1GC1CUEG0HF113836	HR
VEH	2	Pickup Trucks	15.01355	Victor Smith, Chevy 2500 2017	Chevy 2500 2017	1GC1KUEGXHF114799	HR
VEH	2	Pickup Trucks	15.01356	Alphesus Stan, SILVERADO 2017	Chevy 2500 2017	1GC1CUEG8HF114409	HR
VEH	2	Pickup Trucks	15.01357	Bob Street, Silverado 2017	Chevy 2500 2017	1GC1CUEF3HF115435	HR
VEH	2	Pickup Trucks	15.01358	Cecilia Harrington, ChvySil 17	2017 Chevy Silverado 2500	1GC1CUEG3HF115208	HR
VEH	2	Pickup Trucks	15.01359	TBD, Silverado 2017	Chevy 1500 2017	1GCRCNEC1HZ180496	HR
VEH	2	Pickup Trucks	15.01360	Freddie Jackson Silverado 2017	Chevy 1500 2017	1GCRCNEC7HZ183208	HR
VEH	2	Pickup Trucks	15.01361	Wayne Chapel, Silverado 2017	Chevy 1500 2017	1GCRCNEC8HZ181404	HR
VEH	2	Pickup Trucks	15.01362	Steve Manuel, Silverado 2017	Chevy 1500 2017	1GCVKNEC7HZ177635	HR
VEH	2	Pickup Trucks	15.01363	Jack Gregory Silverado 2017	Chevy 1500 2017	1GCVKNEC4HZ180638	HR
VEH	2	Pickup Trucks	15.01364	Justina Smiling, Chevy 1500 17	2017 Chevy Silverado 1500	1GCVKNECOHZ178482	HR
VEH	2	Pickup Trucks	15.01366	Michael Gilley, Silverado 2017	Chevy 1500 2017	3GCUKSEC7HG277519	HR
VEH	2	Pickup Trucks	15.01367	John Baker, Silverado 2017	2017 1500 4WD Crew Cab	3GCUKSEC9HG242562	HR
VEH	2	Pickup Trucks	15.01368	Tony Johnson, Chevy 1500 2017	Chevy 1500 2017	3GCUKSEC2HG280599	HR
VEH	2	Pickup Trucks	15.01369	Teo Chavez, Chev Colorado 18	Pickup,Chevrolet Colorado	1GCHSBEA4J1243901	HR
VEH	2	Pickup Trucks	15.01370	Sean Pinson, Chevrolet 2018	Pickup,Chevrolet Colorado	1GCHSBEA9J1246793	HR
VEH	2	Pickup Trucks	15.01371	TBD MOT,Chevrolet 2018	Pickup, Chevrolet Colorad	1GCHSBEA2J1245159	HR
VEH	2	Pickup Trucks	15.01372	Spare, Silverado 2018	Chevy Silverado 2018	1GCNCNEC1JZ289822	HR
VEH	3	Vans	15.01373	Spare, Chevrolet Van 2017	EXT Express Passenger Van	1GAWGEFG0H1349794	HR
VEH	2	Pickup Trucks	15.01374	Matt Johnson,Chevrolet 2018	2018 Chevrolet Colorado	1GCHSBEA6J1249182	HR
VEH	2	Pickup Trucks	15.01375	Spare, Chvy Silv 2018	Chevy 1500 2018	1GCRCNEC0JZ305994	HR
VEH	2	Pickup Trucks	15.01376	Craig Soloman,Silverado 2018	Chevy 1500 2018	3GCUKSEC6JG362177	HR
VEH	4	Sport Utility Vehicles	15.01377	Tracy Brookshier, Jeep GC 2018	2018 Jeep Grand Cherokee	1C4RJFAG9JC369412	HR
VEH	2	Pickup Trucks	15.01378	TBD, Dodge Ram 2500 2018	2018 Dodge Ram 2500	3C6URSCJ5JG283878	HR
VEH	2	Pickup Trucks	15.01379	John Jenks, Dodge 2500 2018	2018 Dodge Ram 2500	3C6URSCJ9JG278876	HR
VEH	2	Pickup Trucks	15.01381	Dallas Aumend,Dodge 2500 2018	2018 Dodge Ram 2500	3C6URSCJ5JG278874	HR
VEH	2	Pickup Trucks	15.01382	Carlos Bernal, Ford F250 2019	2019 Ford F-250	1FT7W2B62KEC27514	HR
VEH	2	Pickup Trucks	15.01383	Edy Walters, Ford F250 2019	2019 Ford F-250	1FT7W2B61KEC56812	HR
VEH	2	Pickup Trucks	15.01384	Hunter Lands, Ford F250 2019	2019 Ford F-250	1FT7W2B6XKEC19516	HR
VEH	2	Pickup Trucks	15.01385	Jameel Pye, Ford F250 2019	2019 Ford F-250	1FT7W2B64KEC19513	HR
VEH	2	Pickup Trucks	15.01388	Spare, F150 2011	Pickup, Ford F150 2011	1FTEX1CM3CFB12363	HR
VEH	2	Pickup Trucks	15.01390	TBD, F150 2014	Pickup, Ford F150 2014	1FTEX1CM4EFC13317	HR
VEH	2	Pickup Trucks	15.01391	TBD, F150 2018	Pickup, Ford F150 2018	1FTEW1CP9JKC07253	HR

VEH	2	Pickup Trucks	15.01392	Sherman Henry, F150 2018	Pickup, Ford F150 2018	1FTEX1CB4JKE56037	HR
VEH	2	Pickup Trucks	15.01393	Rudy Perez, F150 2018	Pickup, Ford F150 2018	1FTEW1EGBJFC24292	HR
VEH	2	Pickup Trucks	15.01394	Kyle Johnson, F150 2019	Pickup, Ford F150 2019 -	1FTEW1E52KFB63974	HR
VEH	2	Pickup Trucks	15.01395	PTR Anthony Kirtpatri, F250 19	Pickup, Ford F250 2019	1FT7W2A67KEE67692	HR
VEH	2	Pickup Trucks	15.01396	Robert Hillegas, FordF150 2019	Pickup, Ford F150 2019	1FTEW1C57KFB63973	HR
VEH	2	Pickup Trucks	15.01397	Wrecked, Ford F150 2019	Pickup, Ford F150 2019	1FTEW1C55KFB63972	HR
VEH	2	Pickup Trucks	15.01398	Richard Mozdzen, FordF250 2019	2019 Ford F-250 4X4	1FT7W2B64KEF57011	HR
VEH	2	Pickup Trucks	15.01399	Louis Scianni, Ford F250 2019	2019 Ford F-250 4X4	1FT7W2B66KEF57012	HR
VEH	2	Pickup Trucks	15.01400	Percy Andrews, Ford F150 2019	2019 Ford F-150	1FTFX1E55KKE10042	HR
VEH	2	Pickup Trucks	15.01401	Zachary Greene, 2500 Dodge 19	2019 Dodge 2500 4X4	3C6UR5CJ4KG601670	HR
VEH	2	Pickup Trucks	15.01402	Nate Wojtkowiak, FordF150 2019	2019 Ford F-150	1FTFX1E59KKD68734	HR
VEH	2	Pickup Trucks	15.01403	Alec Osborn, Ford F150 2019	2019 Ford F-150	1FTFX1E55KKD54670	HR
VEH	4	Sport Utility Vehicles	15.01404	TBD,Ford Explorer 2020	2020 Ford Explorer 4X4 Sa	1FMSK8DH9LGA42272	HR
VEH	4	Sport Utility Vehicles	15.01405	Dawn Brown, Ford Explorer 2020	2020 Ford Explorer 4X4	1FMSK8DH5LGA42270	HR
VEH	4	Sport Utility Vehicles	15.01406	Christina Lessner, Ford Exp 20	2020 Ford Explorer 4X4	1FMSK8DH7LGA42271	HR
VEH	2	Pickup Trucks	15.01407	Jenir Ramirez, Dodge 2500 2019	2019 Dodge Ram 2500	3C6UR5CJ8KG601672	HR
VEH	4	Sport Utility Vehicles	15.01408	Spare, Ford Explorer 2020	2020 Ford Explorer 4X4	1FMSK8DH9LGA42269	HR
VEH	2	Pickup Trucks	15.01409	Darren Phillips, FordF150 2019	2019 Ford F-150 Lariet	1FTEW1E5XKKE52480	HR
VEH	2	Pickup Trucks	15.01410	Rony Mendez, Ford F250 2003	Pickup, Ford F250 2003	1FTNW20F73EA23920	HR
VEH	2	Pickup Trucks	15.01411	Auction Judy Wilson, F250 2012	Pickup, Ford F250 2012	1FT7W2BT6CEB93603	HR
VEH	2	Pickup Trucks	15.01412	Auction, Dodge 1500 2017	Pickup, Dodge 1500 2017	1C6RR7GG4HS807542	HR
VEH	4	Sport Utility Vehicles	15.01415	RB Auction, Kia Soul 2016	Kia Soul 2016	KNDJN2A26G7287542	HR
VEH	2	Pickup Trucks	15.01417	Johnnie Scott, F250 2016	Pickup, Ford F250 2016	1FT7W2B6XGEA96131	HR
VEH	2	Pickup Trucks	15.01418	Robert Jolly, Chevy 2014	Pickup, Chevy Silverado 2	1GCNKPEC4EZ401906	HR
VEH	2	Pickup Trucks	15.01419	Spare, Silverado 2014	Pickup, Chevy Silverado 2	1GCNCPEC3EZ236802	HR
VEH	2	Pickup Trucks	15.01420	Larry Grier, Chevy 2014	Pickup, Chevy Silverado 2	1GCNCPEC7EZ270113	HR
VEH	2	Pickup Trucks	15.01421	Shop Spare, Ford F250 XL 2005	Pickup, Ford F250 XL 2005	1FTNF20525EB82886	HR
VEH	2	Pickup Trucks	15.01424	Nate Wilcox, Ford F2504X4 2018	Pickup, Ford F250 4X4 201	1FT7W2BT0JEC87408	HR
VEH	2	Pickup Trucks	15.01428	Dale Eggleston, FordF250 2019	Pickup, Ford F250 4X4	1FT7X2BT0KED35195	HR
VEH	2	Pickup Trucks	15.01429	Jennifer Darnell, Ford F250 19	Pickup, Ford F250 4X4	1FD7X2B67KED96579	HR
VEH	2	Pickup Trucks	15.01430	Charlie Greer, Dodge2500 2019	2019 Dodge Ram 2500	3C6UR5CJXKG601673	HR
VEH	2	Pickup Trucks	15.01431	Jimmy Ballard, Ford F250 2019	2019 Ford F250	1FT7W2B65KEG66173	HR
VEH	2	Pickup Trucks	15.01433	Carmelo Sanchez, FordF150 2019	2019 Ford F150	1FTEW1E53KFC03639	HR
VEH	2	Pickup Trucks	15.01434	Zachary Voss, Chevy 1500 19	2019 Chevy 1500	2GCVKMEC3K1191298	HR
VEH	2	Pickup Trucks	15.01435	John Rudolph, Ford F250 2017	2017 F250	1FT7W2A69HED45585	HR
VEH	2	Pickup Trucks	15.01436	Brandon McCranie, Ford F150 18	2018 F150	1FTEW1CB1JKE51127	HR
VEH	2	Pickup Trucks	15.01437	Jeremy Cassett, Ford F350 2016	2016 F350	1FD8W3G62GEA67091	HR
VEH	2	Pickup Trucks	15.01438	Noel Echevarria, FordF350 2016	2016 F350	1FD8W3G64GEA67092	HR
VEH	2	Pickup Trucks	15.01439	Jason Miller, Ford F250 2017	2017 Ford F250	1FT7W2A63HED45582	HR
VEH	2	Pickup Trucks	15.01440	Cody Faucett, Ford F150 2018	2018 F150 4X2	1FTEW1CB5JKE51129	HR
VEH	2	Pickup Trucks	15.01441	Tony Broughton, Ford F250 2018	2018 F250 4X2	1FT7W2A64JEC66198	HR
VEH	2	Pickup Trucks	15.01444	Chris Kintz, Ford F250 2015	2015 F250	1FT7W2A63FEA07161	HR
VEH	2	Pickup Trucks	15.01445	Randy Rhodes, Ford F250 2017	2017 F250	1FT7W2A64HED45588	HR
VEH	2	Pickup Trucks	15.01446	Herman Knowles, Ford F250 2017	2017 F250	1FT7W2A66HED45589	HR
VEH	2	Pickup Trucks	15.01447	Jamie Palmer, Ford F150 2018	2018 F150	1FTEW1CBXJKE51126	HR
VEH	2	Pickup Trucks	15.01448	TBD, Ford F350 2016	2016 F350	1FD8W3G66GEA67093	HR
VEH	2	Pickup Trucks	15.01449	Kyle Bowman, Ford F150 2019	2019 Ford F-150	1FTEW1E5XKKE44850	HR
VEH	2	Pickup Trucks	15.01450	Dusty Hert, Ford F250 2020	2020 Ford F-250	1FT7W2BN2LEC27005	HR
VEH	2	Pickup Trucks	15.01451	Cody Story, Ford F250 2020	2020 Ford F-250	1FT7W2B6LEC16212	HR
VEH	2	Pickup Trucks	15.01452	Jose Rodriguez, Ford F250 2020	2020 Ford F-250	1FT7W2BN5LEC85870	HR
VEH	2	Pickup Trucks	15.01453	Jason Whitaker, Ford F150 2020	2020 Ford F150	1FTEX1EP2LKD36898	HR
VEH	2	Pickup Trucks	15.01454	Alex Velasquez, Ford F150 2020	2020 Ford F150 4X4	1FTFW1E49LF899920	HR
VEH	2	Pickup Trucks	15.01455	Shannon Willis, Ford F150 2020	2020 Ford F150 4X4	1FTEW1EP1LFB99917	HR
VEH	2	Pickup Trucks	15.01456	Charles Roesler, FordF150 2020	2020 Ford F150 4X2	1FTEW1CP6LFB84784	HR
VEH	2	Pickup Trucks	15.01457	Jeff Barkley, Ford F150 2020	2020 Ford F150 4X2	1FTEW1CP4LFB84783	HR
VEH	2	Pickup Trucks	15.01458	Dennis Hubbard, Ford F150 2020	2020 Ford F150 4X2	1FTEW1CS9LFA73998	HR
VEH	2	Pickup Trucks	15.01459	TBD, Ford F150 2020	2020 Ford F150 4X2	1FTEW1C57LFA73997	HR
VEH	2	Pickup Trucks	15.01460	Tony Farrington, FordF350 2020	2020 Ford F350 PU	1FTBW3BN7LED92364	HR
VEH	2	Pickup Trucks	15.01461	Eric Wright, Ford F350 2020	2020 Ford F350 PU	1FTBW3BN1LED75317	HR
VEH	2	Pickup Trucks	15.01462	Michael Smith, Ford F150 2020	2020 Ford F150	1FTEW1E4XLFA34616	HR
VEH	2	Pickup Trucks	15.01463	QC Dan Krell Jr, FordF150 2020	2020 Ford F150	1FTEX1EPXLKE85270	HR
VEH	2	Pickup Trucks	15.01464	Sammy Tanner, Silverado 2020	2020 Chevy Silverado	3GCUYAEF2LG337184	HR
VEH	2	Pickup Trucks	15.01465	Cleve Hillard, Ford F250 2021	2021 Ford F250	1FT7W2B62MEC24423	HR
VEH	2	Pickup Trucks	15.01466	Felipe Garcia, Ford F150 2020	2020 Ford F150	1FTEX1CP6LKF24648	HR
VEH	2	Pickup Trucks	15.01467	Eric Voss, Ford F150 2021	2021 Ford F150	1FTFW1E50MFA03731	HR
VEH	2	Pickup Trucks	15.01468	Sam Aleman, Ford F150 2021	2021 Ford F150	1FTFW1E59MFA03730	HR
VEH	2	Pickup Trucks	15.01469	Alfredo Garcia, Ford F250 2021	2021 Ford F250	1FT7W2BN3MEC09114	HR
VEH	2	Pickup Trucks	15.01470	Anthony Carr, Ford F250 2021	2021 Ford F250	1FT7W2BN3MEC09113	HR
VEH	4	Sport Utility Vehicles	15.01471	Rick Sloan, Ford Explorer 2021	2021 Ford Explorer	1FMSK7BH5MGA12457	HR
VEH	2	Pickup Trucks	15.01472	Mark Lendon, Ford F150 2021	2021 Ford F150	1FTFW1E54MFA03733	HR
VEH	2	Pickup Trucks	15.01473	Felimon Camarillo, FordF150 21	2021 Ford F150	1FTFW1E54MKD20221	HR
VEH	2	Pickup Trucks	15.01474	Perez Balatazar, Ford F150 21	2021 Ford F150	1FTFW1E54MFA03734	HR
VEH	2	Pickup Trucks	15.01475	David Crowe , Ford F150 2021	2021 Ford F150	1FTFW1E54MFA03732	HR
VEH	2	Pickup Trucks	15.01476	Trevor Pearson, FordF150 2021	2021 Ford F150	1FTFW1E54MKD20220	HR

VEH	2	Pickup Trucks	15.01477	TBD, Ford F150 2021	2021 Ford F150	1FTFW1E55MFA22386	HR
VEH	2	Pickup Trucks	15.01478	Bowen Martin, Ford F150 21	2021 Ford F150	1FTFW1E55MKD06978	HR
VEH	2	Serv Trucks	15.01479	David Votrobek, Ford F150 2021	2021 Ford F150 SuperDuty	1FTFW1E8XMFA66975	HR
VEH	2	Serv Trucks	15.01480	David Huff, Ford F150 2021	2021 Ford F150	1FTFW1E59MFA12296	HR
VEH	2	Serv Trucks	15.01481	Susan Schmidt, Ford F150 2021	2021 Ford F150 Pickup	1FTFW1E5XMKD25400	HR
VEH	2	Serv Trucks	15.01482	Todd Goodman, Ford F150 2021	2021 Ford F150 Pickup	1FTFW1E56MFA67000	HR
VEH	2	Serv Trucks	15.01483	Patrick Corbin, Ford F150 2021	2021 Ford F150 Pickup	1FTFW1E5XMFA66979	HR
VEH	2	Pickup Trucks	15.01484	Chris Riley, Ford F150 2021	2021 Ford F150	1FTFW1E87MFB12150	HR
VEH	2	Pickup Trucks	15.01485	Windel Henderson, Ford F150 21	2021 Ford F150	1FTFW1E81MFB67869	HR
VEH	2	Pickup Trucks	15.01486	Pat Brennan, Ford F150 2021	2021 Ford F150	1FTEW1CP1MKD30940	HR
VEH	2	Pickup Trucks	15.01487	Stanley McKinsley, 2021 F-150	2021 Ford F150	1FTEW1CP6MFA46406	HR
VEH	2	Pickup Trucks	15.01488	Glenn Dutram, Frd F250 2021	Pickup, 2021 Ford F25	1FT7W2A61MED51942	HR
VEH	2	Pickup Trucks	15.01489	Bobby Wilson, Ford F150 2021	2021 Ford F150	1FTFW1E88MFB67870	HR
VEH	2	Pickup Trucks	15.01490	Wil Whiddon, Ford F150 2020	2020 Ford F150	1FTEW1E55LKF33520	HR
VEH	2	Pickup Trucks	15.01491	TBD, Ford F150 2019	2019 Ford F150	1FTEW1C45KFC78868	HR
VEH	2	Pickup Trucks	15.01492	Zach Ashcraft, Ford F150 2018	2018 Ford F150	1FTEW1E84JFD14074	HR
VEH	2	Pickup Trucks	15.01493	Benjamin James, Ford F150 2014	2014 Ford F150	1FTFW1CF8EFC85825	HR
VEH	2	Pickup Trucks	15.01494	Stuart Savoy, Ford F150 2021	2021 Ford F150	1FTFW1ED1MFB43844	HR
VEH	2	Pickup Trucks	15.01495	Donald Duffy, Ford F150 2021	2021 Ford F150	1FTFW1E50MKE45156	HR
VEH	2	Pickup Trucks	15.01496	Toby Richardson, Ford F150 21	2021 Ford F150	1FTFW1E50MKE45154	HR
VEH	2	Pickup Trucks	15.01497	Wrecked, Ford F150 2021	2021 Ford F150	1FTEW1C51MKE45150	HR
VEH	2	Pickup Trucks	15.01498	Neal Roop, F150 2021	2021 Ford F150 SuperDuty	1FTFW1E59MKE45155	HR
VEH	2	Pickup Trucks	15.01499	Justin Castrejon,FordF250 2022	2022 Ford F250	1FT7W2B60NEC34577	HR
VEH	2	Pickup Trucks	15.01500	QC Spare, Ford F150 2021	2021 Ford F150	1FTFW1E55MKE45153	HR
VEH	2	Pickup Trucks	15.01501	Jerome Paterson, Ford F150 21	2021 Ford F150	1FTFW1E52MKE45157	HR
VEH	2	Pickup Trucks	15.01502	Sam Lane, Ford F150 2021	2021 Ford F150	1FTFW1E53MKE45152	HR
VEH	2	Pickup Trucks	15.01503	Brian Wilbanks, Ford F150 2021	2021 Ford F150	1FTEW1EP5MKE03742	HR
VEH	2	Pickup Trucks	15.01504	Billy Burke, Ford F250 2022	2022 Ford F250	1FT7W2B69NEC34576	HR
VEH	2	Pickup Trucks	15.01505	Josh Kitner, Ford F250 2022	2022 Ford F250	1FT7W2B67NEC34575	HR
VEH	2	Pickup Trucks	15.01506	Terry Overcash, Ford F150 2021	2021 Ford F150	1FTEW1EP8MFC20764	HR
VEH	2	Pickup Trucks	15.01507	Leo Young, Ford F250 2022	2022 Ford F250	1FT7W2B65NEC34574	HR
VEH	2	Pickup Trucks	15.01508	Matt Prevatt, Ford F250 2022	2022 Ford F250	1FT7W2B63NEC34573	HR
VEH	2	Pickup Trucks	15.01509	Kevin Collinswor, Ford F250 22	2022 Ford F250	1FT7W2B61NEC34572	HR
VEH	2	Pickup Trucks	15.01510	Dewayne Hitchcock,Ford F150 21	2021 Ford F150	1FTFW1EB4MFC20757	HR
VEH	2	Pickup Trucks	15.01511	Shane Gibson, Ford F350 2018	2018 Ford F350	1FT8W3BT6JEB05351	HR
VEH	2	Pickup Trucks	15.01512	Travis Lambert, Dodge 2500 20	2020 Dodge Ram 2500	3C6UR5HL7LG239913	HR
VEH	2	Pickup Trucks	15.01513	James Shelton, Dodge 2500 2020	2020 Dodge Ram 2500	3C6UR5HJ9LG163738	HR
VEH	2	Pickup Trucks	15.01514	Timothy Gentry, Ford F250 2019	2019 Ford F250	1FT7W2B67KEC28576	HR
VEH	2	Pickup Trucks	15.01515	Angie Castleberry, FordF250 18	2018 Ford F250	1FT7W2B67JEB26449	HR
VEH	2	Pickup Trucks	15.01516	Travis Vaughn, Ford F250 2017	2017 Ford F250	1FT7W2B63HEF43156	HR
VEH	2	Pickup Trucks	15.01517	Spare, Chevy 2500 16	2016 Chevy 2500	1GC1KUEG3GF230313	HR
VEH	2	Pickup Trucks	15.01518	Kristi Jordan,Ford F250 2016	2016 Ford F250	1FT7W2B66GEB22031	HR
VEH	2	Pickup Trucks	15.01519	TBD MOT, Ford F250 2016	2016 Ford F250	1FT7W2B65GEC04171	HR
VEH	2	Pickup Trucks	15.01520	Spare, Ford F250 2015	2015 Ford F250	1FT7X2B6XFEA49516	HR
VEH	2	Pickup Trucks	15.01521	Spare,Ford F250 2015	2015 Ford F250	1FT7W2A66FEB49827	HR
VEH	2	Pickup Trucks	15.01522	Kyle Kostelecky, FordF250 2012	2012 Ford F250	1FTBF2B63CED14169	HR
VEH	2	Pickup Trucks	15.01523	Spare, Ford F250 2011	2011 Ford F250	1FTBF2B66BEB58420	HR
VEH	2	Pickup Trucks	15.01524	Jacob Greer, Dodge Ram 2002	2002 Dodge Ram 2500	3B7KF236X2M305329	HR
VEH	2	Pickup Trucks	15.01526	Patrick Tullius, Chevy 1500 16	2016 Chevy 1500	1GCNCNEC3GZ423674	HR
VEH	2	Pickup Trucks	15.01527	John Giddens, Ford F150 2013	2013 Ford F150	1FTMF1EM8DKF21897	HR
VEH	2	Pickup Trucks	15.01528	Bryan Waldman, Ford F150 2021	2021 Ford F150	1FTEW1C53MKE45151	HR
VEH	2	Pickup Trucks	15.01529	Vern Street, Ford F250 2021	2021 Ford F250	1FT7W2A63MED51764	HR
VEH	3	Vans	15.01530	Concrete Van, Chevrolet P32 92	1992 Chevrolet P32	1GCHP32K2N3305942	HR
VEH	2	Pickup Trucks	15.01531	Keith Myrick, F150 2021	2021 Ford F150	1FTFW1E54MKE45161	HR
VEH	4	Sport Utility Vehicles	15.01532	Alan Crenshaw, Jeep GC 2021	Jeep Grand Cherokee 2021	1C4RJKBG8M8205700	HR
VEH	2	Pickup Trucks	15.01533	Phillip Faircloth,Ford F150 21	2021 Ford F150	1FTEW1EP1MKE97683	HR
VEH	2	Pickup Trucks	15.01534	Anthony Edwards, Ford F150 21	2021 Ford F150	1FTFW1E53MKE45166	HR
VEH	2	Pickup Trucks	15.01535	David Hill, Ford F150 2021	2021 Ford F150	1FTFW1E53MKE45164	HR
VEH	2	Pickup Trucks	15.01536	David Vaught, Ford F150 2022	2022 Ford F150 Lariat	1FTFW1E80NKD00081	HR
VEH	2	Pickup Trucks	15.01537	Thomas Jones, Ford F150 2022	2022 Ford F150	1FTEW1EB1NKD18337	HR
VEH	2	Pickup Trucks	15.01538	Ariane Andrews, Chevy1500 2016	2016 Chevy 1500	3GCUKSEC1GG273304	HR
VEH	2	Pickup Trucks	15.01539	Kaleb Archer, Ford F150 2012	2012 Ford F150	1FTFW1CT6CFA98716	HR
VEH	2	Pickup Trucks	15.01541	DNH, Ford F150 2013	2013 Ford F150	1FTFW1ET6DFA78058	HR
VEH	2	Pickup Trucks	15.01542	DNH, Ford F150 2016	2016 Ford F150	IFTEW1EG5GFB35174	HR
VEH	2	Pickup Trucks	15.01543	Josh Hicks, Ford F150 2016	2016 Ford F150	1FTEW1EF8GKF91541	HR
VEH	2	Pickup Trucks	15.01544	Casey Cook, Dodge 2500 2019	2019 Dodge 2500	3C6UR5DL6KG544260	HR
VEH	2	Pickup Trucks	15.01545	Spare, Dodge 2500 2018	2018 Dodge 2500	3C6UR5CJ7JG256164	HR
VEH	2	Pickup Trucks	15.01546	DNH, Ford F150 Raptor 2017	2017 Ford F150 Raptor	1FTFW1RG3HFA40838	HR
VEH	2	Pickup Trucks	15.01547	Tim Kruger, Ford F150 2019	2019 Ford F150 Raptor	1FTFW1RG5KFA42727	HR
VEH	2	Pickup Trucks	15.01548	DNH, Ford F250 2006	2006 Ford F250	1FTSW21P56EB21391	HR
VEH	2	Pickup Trucks	15.01549	Nate Westerly, Ford F250 2017	2017 Ford F250	1FT7W2B69HEB59558	HR
VEH	2	Pickup Trucks	15.01550	DNH, Ford F250 2017	2017 Ford F250	1FT7W2B64HEF18623	HR
VEH	2	Pickup Trucks	15.01551	Taylor Walker, Dodge 2500 2018	2018 Dodge 2500	3C6UR5DL2JG398311	HR
VEH	2	Pickup Trucks	15.01552	Jeff Sheets, Ford F250 2019	2019 Ford F250	1FT7W2BT5KEC89446	HR

VEH	2	Pickup Trucks	15.01553	Jeremy Powell, Ford F250 2019	2019 Ford F250	1FT7W2BT4KEF63414	HR
VEH	2	Pickup Trucks	15.01554	Reggie Sewell, Ford F250 2020	2020 Ford F250	1FT7W2BT7LED34565	HR
VEH	2	Pickup Trucks	15.01555	Spare, Dodge 3500 2017	2017 Dodge 3500 Crew Cab	3C7WRTCL8HG647179	HR
VEH	2	Pickup Trucks	15.01557	David Strevels, Ford F350 2006	2006 Ford F350	1FDWW37P36EB42881	HR
VEH	2	Pickup Trucks	15.01558	Spare, Nissan Frontier 2010	2010 Nissan Frontier	1N6ADOEVXAC419287	HR
VEH	2	Pickup Trucks	15.01559	TBD, Dodge 1500 2012	2012 Dodge 1500	1C6RD7GT6CS342170	HR
VEH	2	Pickup Trucks	15.01562	TBD, Dodge 1500 2014	2014 Dodge 1500	3C6RR7KT6EG197148	HR
VEH	2	Pickup Trucks	15.01563	TBD, Dodge 1500 15	2015 Dodge 1500	1C6RR7KTXFS528047	HR
VEH	2	Pickup Trucks	15.01565	Spare, Dodge 1500 2019	2019 Dodge 1500	3C6RR7KT5KG715309	HR
VEH	2	Pickup Trucks	15.01566	Heath Webb, Dodge 1500 2019	2019 Dodge 1500	3C6RR7KT2KG715297	HR
VEH	2	Pickup Trucks	15.01569	Matthew Ducre, Dodge 2500 2014	2014 Dodge 2500	3C6TR5DT1EG217815	HR
VEH	2	Pickup Trucks	15.01570	Jonathan Hindall,Dodge 2500 15	2015 Dodge 2500	3C6TR5DT5FG573816	HR
VEH	2	Pickup Trucks	15.01571	Bruce Murphy, Dodge 2500 2015	2015 Dodge 2500 4x4 Crew	3C6TR5DT9FG573771	HR
VEH	2	Pickup Trucks	15.01572	Nolan Brown, Dodge 2500 2015	2015 Dodge 2500 SLT	3C6TR5DT5FG681689	HR
VEH	2	Pickup Trucks	15.01574	Katlyn Peterson, Dodge 2500 15	2015 Dodge 2500 SLT	3C6UR5DL8FG662476	HR
VEH	2	Pickup Trucks	15.01577	Auction, Dodge 2500 2016	2016 Dodge 2500 SLT	3C6UR5DL5GG138963	HR
VEH	2	Pickup Trucks	15.01578	Alvin McFarland, Dodge 2500 16	2016 Dodge 2500	3C6TR5DT5GG256779	HR
VEH	2	Pickup Trucks	15.01579	Derrick Patrick, Dodge 2500 16	2016 Dodge 2500 SLT	3C6TR5DTXGG100981	HR
VEH	2	Pickup Trucks	15.01580	Spare, Dodge 2500 2017	2017 Dodge 2500	3C6URSCJ8HG663484	HR
VEH	2	Pickup Trucks	15.01581	Desmond Patrick, Dodge 2500 17	2017 Dodge 2500	3C6URSCJ3HG663487	HR
VEH	2	Pickup Trucks	15.01582	Spare, Dodge 2500 2017	2017 Dodge 2500	3C6TR5DT0HG652149	HR
VEH	2	Pickup Trucks	15.01584	Ben Lowrey, Dodge 2500 2017	2017 Dodge 2500 SLT	3C6TR5DT6HG610245	HR
VEH	2	Pickup Trucks	15.01585	Nick Pollock, Dodge 2500 2017	2017 Dodge 2500	3C6TR5DT1HG629883	HR
VEH	2	Pickup Trucks	15.01586	Malachi Pitts, Dodge 2500 2017	2017 Dodge 2500	3C6TR5DT0HG652443	HR
VEH	3	Vans	15.01587	DNH, Cargo Van Ford 2015	2015 Ford Transit Cargo V	NM0GE9F71F1209532	HR
VEH	2	Pickup Trucks	15.01588	Spare, Dodge 2500 2017	2017 Dodge 2500 SLT	3C6UR5DL2HG534592	HR
VEH	2	Pickup Trucks	15.01589	Michael Faber, Dodge 2500 2018	2018 Dodge 2500	3C6UR5DL8JG215512	HR
VEH	2	Pickup Trucks	15.01590	Spare, Dodge 2500 2018	2018 Dodge 2500	3C6UR5DL1JG221166	HR
VEH	2	Pickup Trucks	15.01591	Spare, Dodge 2500 2018	2018 Dodge 2500	3C6UR5DL6JG215654	HR
VEH	2	Pickup Trucks	15.01592	Danial Cannon, Dodge 2500 2018	2018 Dodge 2500	3C6UR5DL9JG245683	HR
VEH	2	Pickup Trucks	15.01593	Cody Miller, Dodge 2500 2018	2018 Dodge 2500 SLT	3C6UR5DL3JG277562	HR
VEH	2	Pickup Trucks	15.01594	Brian Slesser, Dodge 2500 2018	2018 Dodge 2500	3C6URSDL2JG395084	HR
VEH	2	Pickup Trucks	15.01595	Kyle Reece, Dodge 2500 2018	2018 Dodge 2500	3C6URSDL9JG398256	HR
VEH	2	Pickup Trucks	15.01596	Earl Smith, Dodge 2500 2018	2018 Dodge 2500	3C6URSDL7JG402417	HR
VEH	2	Pickup Trucks	15.01597	Jarret Powell, Dodge 2500 2018	2018 Dodge 2500HD 4x4 Cre	3C6URSCL4JG148473	HR
VEH	2	Pickup Trucks	15.01598	Anothony Silva, Dodge2500 2016	2016 Dodge 2500 4x4 Crew	3C6TR5DT7GG303830	HR
VEH	2	Pickup Trucks	15.01600	Wayne Corbin, Dodge 2500 2019	2019 Dodge 2500	3C6URSDLXKG519524	HR
VEH	2	Pickup Trucks	15.01601	Ken Athey, Dodge 2500 2019	2019 Dodge 2500	3C6URSDLXKG519507	HR
VEH	2	Pickup Trucks	15.01602	Jamar Patrick, Dodge 2500 2020	2020 Dodge 2500	3C6URSCJ3LG100268	HR
VEH	2	Pickup Trucks	15.01603	Shelby Godwin, Dodge 2500 2020	2020 Dodge 2500	3C6URSCJ5LG100269	HR
VEH	2	Pickup Trucks	15.01604	Spare, Dodge 2500 2020	2020 Dodge 2500	3C6URSCJ1LG100267	HR
VEH	2	Pickup Trucks	15.01605	Joseph Watford, Dodge2500 2020	2020 Dodge 2500	3C6URSCJ6LG100264	HR
VEH	2	Pickup Trucks	15.01606	Spare, Dodge 2500 2020	2020 Dodge 2500	3C6URSCJ8LG100265	HR
VEH	2	Pickup Trucks	15.01607	TBD, Dodge 2500 2020	2020 Dodge 2500	3C6URSCJXLG100266	HR
VEH	2	Pickup Trucks	15.01608	Clint Peace, Dodge 2500 2020	2020 Dodge 2500	3C6UR5DL4LG116835	HR
VEH	2	Pickup Trucks	15.01609	James Decker, Dodge 2500 2020	2020 Dodge 2500	3C6UR5DL4LG140892	HR
VEH	2	Pickup Trucks	15.01610	TBD, Dodge 2500 2020	2020 Dodge 2500	3C6UR5JL7LG116042	HR
VEH	2	Pickup Trucks	15.01611	TBD, Dodge 2500 2015	2015 Dodge 2500 4x4 Crew	3C6UR5DL0FG638446	HR
VEH	2	Pickup Trucks	15.01612	Robert Singer, Ford F250 2022	2022 Ford F250 Superduty	1FT8W2BT8NEF76000	HR
VEH	2	Pickup Trucks	15.01613	Johnny Vickers, Ford F150XL 19	2019 Ford F150 XL	1FTEW1E56KFD01662	HR
VEH	4	Sport Utility Vehicles	15.01614	Bob Flowers, Tahoe 2023	2023 Tahoe K1500	1GNSKPKD4PR169723	HR
VEH	2	Pickup Trucks	15.01615	Justin Miller, Ford F250 2022	2022 Ford F250 Superduty	1FT7W2B68NEG30739	HR
VEH	2	Pickup Trucks	15.01616	Josh Harris, Ford F250 2022	2022 Ford F250 Superduty	1FT7W2B66NEG30738	HR
VEH	2	Pickup Trucks	15.01617	Steve Jordan, Ford F250 2022	2022 Ford F250 Superduty	1FT7W2B64NEG30740	HR
VEH	2	Pickup Trucks	15.01618	Jose SanchezB, Ford F250 2022	2022 Ford F250 Superduty	1FT7W2B66NEG30741	HR
VEH	2	Pickup Trucks	15.01619	Terry Hall, Ford F150 2022	2022 Ford F150	1FTFW1ED2NFC19766	HR
VEH	2	Pickup Trucks	15.01620	Allen Anderson, Ford F150 22	2022 Ford F150	1FTFW1ED9NFC19649	HR
VEH	2	Pickup Trucks	15.01621	Frankie Morrell, FordF150 2022	2022 Ford F150	1FTFW1ED9NFC20008	HR
VEH	2	Pickup Trucks	15.01622	Steve Tate, Ford F250 2022	2022 Ford F250 Super Duty	1FT7W2B60NEF62789	HR
VEH	2	Pickup Trucks	15.01623	Seth Junkins, Ford F150 2022	2022 Ford F150	1FTFW1EDXNFC19675	HR
VEH	2	Pickup Trucks	15.01624	Tyler Hicks, Ford F350 2022	2022 Ford F350 Super Duty	1FT8W3BT6NEF63039	HR
VEH	2	Pickup Trucks	15.01625	Colby Corbin, Ford F350 2022	2022 Ford F350 Super Duty	1FT8W3BT2NEF63040	HR
VEH	2	Pickup Trucks	15.01626	Kevin Vandyke, Ford F350 2022	2022 Ford F350 Super Duty	1FT8W3BT4NEF63041	HR
VEH	2	Pickup Trucks	15.01627	Jacob Hamric, Ford F250 2022	2022 Ford F250 Super Duty	1FT8W2BTXNEF63037	HR
VEH	2	Pickup Trucks	15.01628	Charles Piercy, Ford F150 2022	2022 Ford F150	1FTFW1ED7NFC19990	HR
VEH	2	Pickup Trucks	15.01629	Jonathan Sanders, Ford F150 22	2022 Ford F150	1FTFW1ED4NFC19669	HR
VEH	2	Pickup Trucks	15.01630	Ben Smith, Ford F150 2022	2022 Ford F150	1FTFW1EDXNFC19739	HR
VEH	2	Pickup Trucks	15.01631	Willie Eisland, Ford F150 22	2022 Ford F150	1FTFW1EDXNFC19742	HR
VEH	2	Pickup Trucks	15.01632	TBD, Ford F250 2022	2022 Ford F250 Super Duty	1FT8W2BT2NEG22565	HR
VEH	2	Pickup Trucks	15.01633	Armando Aguilar, Ford F250 22	2022 Ford F250 Super Duty	1FT8W2BT1NEF76002	HR
VEH	2	Pickup Trucks	15.01634	Doug Goodman, Ford F250 2022	2022 Ford F250 Super Duty	1FT8W2BT1NEF63038	HR
VEH	2	Pickup Trucks	15.01635	Joe Bak, Ford F250 2022	2022 Ford F250 Super Duty	1FT8W2BT6NEF63035	HR
VEH	2	Pickup Trucks	15.01636	Anthony Seaborn, Ford F250 22	2022 Ford F250 Super Duty	1FT7W2B6XNEF29170	HR
VEH	2	Pickup Trucks	15.01637	Woodrow Shelton, Ford F250 22	2022 Ford F250 Super Duty	1FT7W2B67NEF62790	HR

VEH	2	Pickup Trucks	15.01638	Jack Register, Ford F150 2022	2022 Ford F150	1FTFW1ED8NFC20002	HR
VEH	2	Pickup Trucks	15.01639	Garry Fitzgerald, Ford F150 22	2022 Ford F150	1FTFW1ES1NFB94559	HR
VEH	2	Pickup Trucks	15.01640	Cody Skelton, Ford F150 2022	2022 Ford F150	1FTFW1E81NFC26615	HR
VEH	2	Pickup Trucks	15.01641	TBD, Ford F150 2022	2022 Ford F150	1FTFW1ED6NFC19687	HR
VEH	2	Pickup Trucks	15.01642	Amber Evans, Ford F150 2022	2022 Ford F150	1FTFW1ED3NFC19971	HR
VEH	2	Pickup Trucks	15.01643	Randy Marchand, Ford F150 2022	2022 Ford F150	1FTFW1ED1NFC19726	HR
VEH	2	Pickup Trucks	15.01644	Calan Sefo, Ford F150 2023	2023 Ford F150	1FTFW1E57PKD45561	HR
VEH	2	Pickup Trucks	15.01645	Travis Parker, Ford F150 2022	2022 Ford F150	1FTFW1E87NKE51287	HR
VEH	2	Pickup Trucks	15.01646	Jose Manzano, Ford F150 2023	2023 Ford F150	1FTEW1EP5PFA78507	HR
VEH	2	Pickup Trucks	15.01647	Terrance Hawkins, Ford F150 23	2023 Ford F150	1FTFW1E5XPKD45506	HR
VEH	2	Pickup Trucks	15.01648	Kyle Hood, Ford F150 2023	2023 Ford F150	1FTFW1E57PKD45575	HR
VEH	2	Pickup Trucks	15.01649	Evan Dicenso, Ford F150 2023	2023 Ford F150	1TFTW1E55PFB14568	HR
VEH	2	Pickup Trucks	15.01650	Kyle Pilgrim, Ford F150 2023	2023 Ford F150	1FTFW1E52PKD40073	HR
VEH	2	Pickup Trucks	15.01651	Austin Wilson, Ford F150 2023	2023 Ford F150	1FTEX1CB9PKD46149	HR
VEH	2	Pickup Trucks	15.01652	William Seay, Ford F250 2023	2023 Ford F250	1FT8W2BA2PEC50503	HR
VEH	2	Pickup Trucks	15.01653	David Milburn, Ford F250 2023	2023 Ford F250	1FT8W2BAXPEC61815	HR
VEH	2	Pickup Trucks	15.01654	Cody Godwin, Ford F250 2023	2023 Ford F250	1FT7W2BA6PEC50502	HR
VEH	2	Pickup Trucks	15.01655	TJ Elmore, Ford F150 2023	2023 Ford F150	1FTFW1E51PFA80936	HR
VEH	2	Pickup Trucks	15.01656	Jeff Brown, Ford F250 2023	2023 Ford F250	1FT8W2BA8PEC61814	HR
VEH	2	Pickup Trucks	15.01657	Jared Hammerle, Ford F150 2023	2023 Ford F150	1FTFW1E8XPFA43183	HR
VEH	2	Pickup Trucks	15.01658	TBD, Ford F250 2023	2023 Ford F250	1FT7W2BA7PEC20649	HR
VEH	2	Pickup Trucks	15.01659	Daryle Hampton, ChevySilver 23	2023 Chevy Silverado K150	1GCUDEED5PZ269325	HR
VEH	2	Pickup Trucks	15.05000	Charles Baker, Chevy2500 2007	2007 Chevy 2500 Utility	1GBHC24D67E127324	HR
VEH	2	Pickup Trucks	15.06014	Phil Johnson,Mech Ford F550 04	Mech. Truck, Ford F550 D	1FDAF56P84EA66014	HR
VEH	2	Pickup Trucks	15.06017	MOT, Ford F550 D 2006	Ford F550 D 2006	1FDAF57PX6EB82087	HR
VEH	2	Pickup Trucks	15.06019	Mike Murphy, Cone F550 2008	2008 Ford F550 Diesel M/T	1FDAF57R18EB54022	HR
VEH	2	Pickup Trucks	15.06026	TBD MOT, GMC 2007	GMC K5500 4X4 w/ Crane 20	1GDE5C3257F415307	HR
VEH	2	Pickup Trucks	15.06027	Fukushima, Dustin - F550 2011	2011 Ford F550 4X4 w/Cran	1FDUF5HT6BEB07437	HR
VEH	2	Pickup Trucks	15.06028	Auction, Ford F550 2012	2012 Ford F550 4X4 w/Cran	1FDUF5HT3CEA98701	HR
VEH	2	Pickup Trucks	15.06030	Thade Kreitzer, Ford F550 2012	Ford F550 4X4 w/ Crane 20	1FDUF5HT7CEA98703	HR
VEH	2	Pickup Trucks	15.06031	Roberto Hernandz, F550Crane 12	2012 Ford F550 4X4 w/Cran	1FDUF5HT9CEA98704	HR
VEH	2	Pickup Trucks	15.06032	Herman Brown, F550 2012	2012 Ford F550 4X4 w/Cran	1FDUF5HT7CEC37812	HR
VEH	2	Pickup Trucks	15.06033	James Kardell,Dodge Ram5500 17	2017 Mechanic Truck	3C7WRNBL7HG677819	HR
VEH	0	On-Highway TruckS	15.06034	Michael Bronson, Ram 5500 2017	2017 Asphalt Water Truck	3C7WRMFL2HG645655	HR
VEH	0	On-Highway TruckS	15.06035	Daniel Sweeney, Dodge5500 2017	2017 Dodge Ram 5500	3C7WRMFL0HG645654	HR
VEH	2	Pickup Trucks	15.06036	Clyde Miller, Dodge Ram 2018	2018 5500 Dodge Ram	3C7WRNBL4JG110389	HR
VEH	0	On-Highway TruckS	15.06037	Kenneth Feulner, Ram 5500 2018	2018 Asphalt Water Truck	3C7WRMFL1JG151325	HR
VEH	0	On-Highway TruckS	15.06038	Walter Johnson, Ram 5500 2017	2018 Asphalt Water Truck	3C7WRMFLXJG151324	HR
VEH	2	Pickup Trucks	15.06039	Frank Morales, F550 2012	2012 Ford F550 Service Tr	1FDUF5GT2CEB23301	HR
VEH	2	Pickup Trucks	15.06040	Renae Sessler, Ford 550 2019	2019 Asphalt Water Truck	1FDOW5GT8KEF22243	HR
VEH	2	Pickup Trucks	15.06041	Kevin Esland, Ford 550 2019	2019 Asphalt Water Truck	1FDOW5GT6KEF22242	HR
VEH	2	Pickup Trucks	15.06042	Joey Lawlor, Ford F550 2019	2019 Ford F550 4X4 w/Cran	1FDUF5HT5KDA24684	HR
VEH	2	Pickup Trucks	15.06045	Voley Martin, 2014 Ford F550	2014 Ford F550	1FDUF5HT9EEB81410	HR
VEH	2	Pickup Trucks	15.06047	Tristan Huggins, FordF250 2016	2016 Ford F250	1FD7X2B66GEA40048	HR
VEH	2	Pickup Trucks	15.06048	MOT, Isuzu 2008	2008 Isuzu	JALB4W16X87400734	HR
VEH	2	Pickup Trucks	15.06049	James Kee, Peterbilt 2016	2016 Peterbilt Mech Trk	2NP2HM6X4HM431722	HR
VEH	2	Pickup Trucks	15.06050	Matthew Lake, F350 2020	2020 F350 Mech Truck	1FTRF3B60LEC59684	HR
VEH	2	Pickup Trucks	15.06052	Hunter Schrader, F550 2019	2019 F550 Mech Truck	1FDUF5HT0KEG12082	HR
VEH	2	Pickup Trucks	15.06053	Manny Morales, Ford F550 2020	2020 Ford F550	1FDUF5HT0LEE49984	HR
VEH	2	Pickup Trucks	15.06054	Nick Lynch, F550 2020	2020 Ford F550	1FDUF5HT3LEE49980	HR
VEH	2	Pickup Trucks	15.06055	Evencio Vasquez, MOT F550 2021	2021 Ford F550 Super Duty	1FD0WSHT5MEC13721	HR
VEH	2	Pickup Trucks	15.06056	Raymond Stevens Jr, F550 2018	2018 Ford F550	1FDUF5HT0JEC81468	HR
VEH	2	Pickup Trucks	15.06057	Spare, Ford F350 2006	2006 Ford F350 Service Tr	1FDWF37P06EA71199	HR
VEH	2	Pickup Trucks	15.06058	TBD, Ford F350 2008	2008 Ford F-350 Pickup	1FDWW37R08EA94762	HR
VEH	2	Pickup Trucks	15.06059	TBD, Ford F350XL 2005	2005 Ford F-350 XL Super	1FDWW37P05EC18359	HR
VEH	2	Pickup Trucks	15.06060	Shelton Russel, Ford F450XL 11	2011 Ford F-450 XL Super	1FDUF4HT4BEA92169	HR
VEH	2	Pickup Trucks	15.06062	Nick Strevels, F550 2022	2022 Ford F550 4X4 w/Cran	1FD0X5HT3NEE14306	HR
VEH	2	Pickup Trucks	15.06063	Ronnie Haught, Ford F550 2022	2022 Ford F550 TMAX1	199300	HR
VEH	2	Pickup Trucks	15.06064	TBD, Ford F550 2022	2022 Ford F550 TMAX1	199299	HR
VEH	2	Pickup Trucks	15.06065	Mike Parker, Chevy Silver 2022	2022 Chevy Silverado Mech	1HTKJPVK8NH782164	HR
VEH	0	On-Highway TruckS	15.07016	Spare, Ford F550 2006	Flatbed, Ford F-550 CC, 2	1FDAF57P26ED26053	HR
VEH	2	Pickup Trucks	15.07020	Conetruck, Chevy 3500 2005	2005 Chevy 3500 Flatbed	1GBJC34255E253645	HR
VEH	0	On-Highway TruckS	15.07043	Flatbed Dump, Interntnl 2003	2003, International Flatb	1HTMMAAN93H590925	HR
VEH	0	On-Highway TruckS	15.07046	Flat Truck, International 2003	2003 International Flat T	1HTMMAAM43HS54972	HR
VEH	2	Pickup Trucks	15.07047	Taylor Dorsett, 3500 2018	2018 Chevy 3500 Flatbed	1GB4CYCY1JF244851	HR
VEH	2	Pickup Trucks	15.07048	Isaias Santiago,Chevy 3500 18	2018 Chevy Flatbed	1GB4CYCY0JF243271	HR
VEH	2	Pickup Trucks	15.07049	Kyle Clayton, F350 Super 2017	2017 Ford F350	1FTBW3BT9HED56178	HR
VEH	0	On-Highway TruckS	15.07052	Lindsey Major, Flatbed F450 14	2014 Ford F450	1FD0W4GTXEEB09884	HR
VEH	2	Pickup Trucks	15.07054	Matthew Ramirez, F350 2015	2015 Ford F350	1FD8X3H66GEB06924	HR
VEH	2	Pickup Trucks	15.07056	Irving Marin, Chevy Silvd 2016	2016 Silverado Flatbed	1GB4CYC86GF281385	HR
VEH	2	Pickup Trucks	15.07057	TBD, Chev Silv 2016	2016 Silverado Flatbed	1GB4CYC83GF289816	HR
VEH	2	Pickup Trucks	15.07058	Wrecked, Chevy 3500 2017	2017 Silverado Flatbed 35	1GB3CYCYXHF150487	HR
VEH	0	On-Highway TruckS	15.07063	Roll Off, Peterbilt PB348 19	2019 Peterbilt Roll Off	2NP3LJ0X0KM627481	HR
VEH	0	On-Highway TruckS	15.07064	Roll Off, Mack GU813 2015	2015 Mack GU813 2015	1M2AX13C6FM028832	HR

VEH	2	Pickup Trucks	15.07065	Jeff Duarte, 2015 F350 Flatbed	2015 F350 Flatbed	1FD8W3HT0FEA71997	HR
VEH	0	On-Highway TruckS	15.07066	Flatbed w/ Dump, F750 2003	2003 F750 Flatbed with Du	3FDXF75HX3M800625	HR
VEH	2	Pickup Trucks	15.07067	MOT, GMC 5500 2005	2005 GMC 5500 Cone Trk	1GDE5C1246F404543	HR
VEH	0	On-Highway TruckS	15.07068	Water Truck, GMC 7500 2006	2006 GMC 7500 Water Tank	1GDM7C1326F405978	HR
VEH	2	Pickup Trucks	15.07070	Mitchell Schlee, FordF350 2020	2020 F350 Flatbed	1FDTRF3GT7LED57444	HR
VEH	2	Pickup Trucks	15.07071	Martin Thomas, F350 2019	2019 Ford F350	1FD8W3G68KEG57594	HR
VEH	2	Pickup Trucks	15.07072	Benjamin Walden, F350 2020	2020 Ford F350	1FD8W3HTXLED71901	HR
VEH	2	Pickup Trucks	15.07073	Howard Miller, F350 2021	Serv Trk, 2021 Ford F350	1FD8W3HT5MEC12513	HR
VEH	2	Pickup Trucks	15.07074	Jose Vasquez MOT, Ford F550 21	2021 Ford F550	1FDOW5GT3MEC85874	HR
VEH	2	Pickup Trucks	15.07075	Frank South MOT, Ford F350 21	2021 Ford F350 Super	1FD8W3HT6MEC42765	HR
VEH	2	Pickup Trucks	15.07076	Joseph Woolsey, Ford F350 2021	2021 Ford F350 Super Flat	1FD8W3HN3MEE16664	HR
VEH	2	Pickup Trucks	15.07077	Carmen S MOT, Ford F250 2021	2021 Ford F250 Super	1FT7W2B61MEE04265	HR
VEH	2	Pickup Trucks	15.07078	Dillan Zi MOT Flatbed, F350 21	2021 Ford F350 Super	1FD8W3HT5MED98344	HR
VEH	2	Pickup Trucks	15.07079	Dustin Carp MOT, Ford F350 21	2021 Ford F350 Super Flat	1FD8W3HT9MED98346	HR
VEH	2	Pickup Trucks	15.07080	Tyler Jones MOT, F350 2018	2018 Ford F350 Super	1FT8W3BT4JEB67931	HR
VEH	2	Pickup Trucks	15.07081	Felix Santiago, Ford F750 2006	2006 Ford F750 Service Tr	3FRNX75G66V298864	HR
VEH	2	Pickup Trucks	15.07082	Shop Spare, Ford F550 2009	2009 Ford F550 Service Tr	1FDAW56R69EA24160	HR
VEH	2	Pickup Trucks	15.07083	Jimmy Gonzalez, Dodge 2500 20	2020 Dodge Ram Service Tr	3C7WR5HJ6LG103713	HR
VEH	2	Pickup Trucks	15.07084	Ramon Santiago, Ford F450 2019	2019 Ford F450	1FDOW4HT6KEC16229	HR
VEH	2	Pickup Trucks	15.07085	Wilberto Santiago, FordF450 20	2015 Ford F450	1FDOW4HT3FEC31258	HR
VEH	2	Pickup Trucks	15.07087	Lawson Jackson Flatbed,F250 22	2022 Ford F250 Super	1FD7W2B67NEC34569	HR
VEH	2	Pickup Trucks	15.07088	Steven Stanley, Ford F250 2022	2022 Ford F250 Super Flat	1FD7W2B63NEC34571	HR
VEH	2	Pickup Trucks	15.07089	Craig Brown, Ford F250 2022	2022 Ford F250 Super FLat	1FD7W2B63NEC34570	HR
VEH	2	Pickup Trucks	15.07090	John ONeal, Ford F350 2016	2016 Ford F350 Flatbed	1FD8W3HT0GEB58882	HR
VEH	2	Pickup Trucks	15.07091	Jason Ward, Ford F350 2014	2014 Ford F350 Flatbed	1FD8W3HT6EEB11143	HR
VEH	2	Pickup Trucks	15.07092	David Toole, Ford F250 2022	2022 Ford F250 Flatbed	1FT7W2B62NED22451	HR
VEH	2	Pickup Trucks	15.07095	Auction, Ford F350 2006	2006 Ford F-350 XL Super	1FDWW37P46EC38194	HR
VEH	0	On-Highway TruckS	15.07096	Water Truck, Ford F450 2006	2006 Ford F-450 XL Super	1FDXF46P16ED06737	HR
VEH	0	On-Highway TruckS	15.07097	Tommy Castello, Ford F450 2006	2006 Ford F450 XL Super D	1FDXF46P16ED06740	HR
VEH	2	Pickup Trucks	15.07099	Shannon Robinson, Ford F350 22	2022 Ford F350 Super	1FT8W3BN7NEF52908	HR
VEH	2	Pickup Trucks	15.07100	Mark Conley, Ford F350 2022	2022 Ford F350 Super	1FT8W3BT3NEF98542	HR
VEH	2	Pickup Trucks	15.07101	Joey Short, Dodge Ram 5500 22	2022 Dodge Ram 5500 w/Cra	3C7WRN8L0NG346771	HR
VEH	2	Pickup Trucks	15.07102	TBD MOT, Ford F450 2022	2022 Ford F450	1FDOW4HTBNEF89339	HR
VEH	0	On-Highway TruckS	15.08010	Spare, Peterbilt 335 Lube 2007	2007 Peterbilt 335 Lube T	2NPLHZ8X17M695994	HR
VEH	0	On-Highway TruckS	15.08020	David Jones, T370 FuelTruck 17	2017 Kenworth T370 Fuel T	2NKHHJ7X1HM143542	HR
VEH	0	On-Highway TruckS	15.08022	Jon Crisino,Peterbilt 348 2015	2015 Peterbilt w/ Curry B	2NP3LJ0X1FM304935	HR
VEH	0	On-Highway TruckS	15.08024	Hurricane Lube Truck, 6500 08	2008 Sterling 6500 Lube T	2FZACGDJ88AY79483	HR
VEH	0	On-Highway TruckS	15.08025	Lube Truck, Peterbilt 2021	2021 Peterbilt Lube Truck	2NP2HJ7X0MM753085	HR
VEH	0	On-Highway TruckS	15.08026	Lube Truck, Peterbilt 2021	2021 Peterbilt Lube Truck	2NP2HJ7X6MM753088	HR
VEH	0	On-Highway TruckS	15.08027	Lube Truck, Peterbilt 337 2022	2022 Peterbilt 337 Fuel T	2NP2HJ7X1NM787537	HR
VEH	0	On-Highway TruckS	15.08028	Lube Truck, Peterbilt 2022	2022 Peterbilt 337 Lube T	2NP2HJ7X4NM793297	HR
VEH	0	On-Highway TruckS	15.08029	Lube Truck, Peterbilt 335 2008	2008 Peterbilt 335 Lube T	2NPLHN7X08M747885	HR
VEH	0	On-Highway TruckS	15.08030	Lube Truck, Peterbilt 337 2022	2022 Peterbilt 337 Lube T	2NP2HJ6X4NM800802	HR
VEH	2	Pickup Trucks	15.09003	MOT/Cone Trk, Mitsu FH11 2002	MOT/Cone Trk, Mitsu FH11	JW6CCG1G62L001048	HR
EQP	L	Aggregate Equipment	15.09004	Spare Spreader Trk, Ford 1989	1989 Ford F700 Spreader T	1FDNK74P8KVA21390	HR
VEH	O	Road Maintenance Equipmen	15.09010	Sweeper Truck 2016	2016 Elgin Sweeper Truck	1FVACXCY9GHHR3677	HR
VEH	O	Road Maintenance Equipmen	15.09011	Sweeper Truck, Elgin 2022	2022 Elgin Broombear w/Fr	4MH11820 - NHNB0867	HR
VEH	0	On-Highway TruckS	15.09012	Jeffrey Jansen, Attenuator 21	2021 Ford Attenuator Truc	1FDNF6AN8MDF03562	HR
VEH	0	On-Highway TruckS	15.20005	Water Truck, Chevy 1998	1998 Chevy Water Truck	1GBT7H4J4WJ103780	HR
VEH	0	On-Highway TruckS	15.20008	Water Truck, Sterling Water 01	2001 Sterling 8513 Water	2FZXBJCB3YAF48673	HR
VEH	0	On-Highway TruckS	15.20009	Water Truck, Peterbilt 2003	2003 Peterbilt Water Truc	2NPNLD9X33M803096	HR
VEH	0	On-Highway TruckS	15.20010	Water Truck, Peterbilt 2006	2006 Peterbilt Water Truc	2NPLLD0X26M655645	HR
VEH	0	On-Highway TruckS	15.20011	Off Rd Water Truck, Oshkosh 03	2003 Oshkosh Water Truck	10TDDAC383S076670	HR
VEH	0	On-Highway TruckS	15.20012	Water Truck, Oshkosh 2003	2003 Oshkosh Water Truck	10TDDAC383S076678	HR
VEH	0	On-Highway TruckS	15.20013	Water Truck, Freightliner 2007	2007 Freightliner Water T	1FVHCYDC87DY17317	HR
VEH	0	On-Highway TruckS	15.20016	Water Truck, Kenworth 2007	2007 Kenworth Water Truck	2NKMHO7X07M197462	HR
VEH	0	On-Highway TruckS	15.20019	Water Truck, Peterbilt 2003	2003 Peterbilt Water Truc	2NPNLD9XX3M803094	HR
VEH	0	On-Highway TruckS	15.20020	Off Rd Water Trk, Ptrblt357 95	Peterbilt 357 Watertruck,	1XPAMA0X25D359789	HR
VEH	0	On-Highway TruckS	15.20024	Water Truck, Kenworth 2017	2017 Kenworth Water Truck	3BKBLJ0DXHF140014	HR
VEH	0	On-Highway TruckS	15.20025	Water Truck, Kenworth 2014	2014 Kenworth Water Truck	2NKHHM7X9EM396511	HR
VEH	0	On-Highway TruckS	15.20026	Water Truck, International 99	1999 International	1HTSDAANOTH316892	HR
VEH	0	On-Highway TruckS	15.20027	Water Truck, International 01	International 4700 2001	1HTSCAAM11H379183	HR
VEH	0	On-Highway TruckS	15.20029	Water Truck, Chevy 1996	1996 Chevy Water Truck	1G8M7H1J6TJ107088	HR
VEH	0	On-Highway TruckS	15.20031	Scrap Water Truck, Ford 1997	1997 Ford L-8000 Water Tr	1FDYW82E4TVA15418	HR
VEH	0	On-Highway TruckS	15.20033	Water Truck, Freightliner 2021	2021 Freightliner Water T	1FVACXFB2MHHM2294	HR
VEH	0	On-Highway TruckS	15.20034	Water Truck, Ford 650XL 2006	2006 Ford F650 XL Super D	3FRNF65986V297391	HR
VEH	0	On-Highway TruckS	15.20035	Water Truck, Sterling L8500 05	2005 Sterling L8500 2000	2FWBAVDC65AN34137	HR
VEH	0	On-Highway TruckS	15.21016	Distributor, F750 2015	2015 For w/2,000 gal tank	3FRXF7FJ4FV720586	HR
VEH	0	On-Highway TruckS	15.21018	Distributor, Kenworth T370 18	2018 Kenworth TackTruck	2NKHHM7X7KM292126	HR
VEH	0	On-Highway TruckS	15.21020	Distributor,Etyner 2019	2019 Etynre Tack Truck	2NKHHM7X3KM285934	HR
VEH	0	On-Highway TruckS	15.21021	Distributor, Pete/Leeboy 2017	Pete/Leeboy 2017	2NP2HM7X5JM467147	HR
VEH	0	On-Highway TruckS	15.21022	Distributor,Etyner 2019	2019 Etynre Tack Truck	2NKHHM7X9KM246569	HR
VEH	0	On-Highway TruckS	15.21023	Spare Distributor, Etnyre 2015	2015 Etnyer Distributor	3FRXF7FJ6FV745344	HR
VEH	0	On-Highway TruckS	15.21024	Distributor, Freightliner 2013	2013 Freightliner	1FVAG08S9DHFA8993	HR

VEH	0	On-Highway TruckS	15.21025	Distributor, Kenworth T370 21	2021 Kenworth T370 Chassi	2NKHHM7X6LM407655	HR
VEH	0	On-Highway TruckS	15.21026	Distributor, Rosco 3B 2021	2021 Roscoe Distributor	2NKHHM7XXKM291021	HR
VEH	0	On-Highway TruckS	15.21027	Distributor, Leeboy 2021	2021 Leeboy Max 3B Distri	2NKHHM7X4LM393626	HR
VEH	0	On-Highway TruckS	15.21028	Distributor, Etyner 2021	2021 Etnyre w/ 22 Kenwort	2NKHHM7X3NM470201	HR
VEH	0	On-Highway TruckS	15.21029	Distributor, Etyner 2021	2021 Etnyre w/ 22 Kenwort	2NKHHM7X1NM495162	HR
VEH	0	On-Highway TruckS	15.21030	Distributor, GMC C7500 2002	2002 GMC C7500 w Rosco Ma	1GDM7H1C02J515187	HR
VEH	0	On-Highway TruckS	15.21031	Distributor, Peterbilt 337 19	2019 Peterbilt 337 w/ Ros	2NP2HM7X4KM607352	HR
VEH	0	On-Highway TruckS	15.21032	Distributor, Int 7300 2003	2003 Int 7300 Distributor	1HTEAAAN53J060882	HR
VEH	0	On-Highway TruckS	15.21033	Distributor, Etyner T380 2023	2023 Etnyre w/ 22 Kenwort	2NK4HM7X4PM235467	HR
VEH	0	On-Highway TruckS	15.21034	Distributor, Leeboy Max3B 22	2022 Leeboy Max3B Distrib	2NPMHM7X4PM826022	HR
HVH	0	On-Highway TruckS	15.25031	Dump Truck, Kenworth T800 2003	2003 Kenworth T800 Dump T	1NKDXBTX63J384364	HR
HVH	0	On-Highway TruckS	15.25048	Dump Truck, Kenworth T800 2006	2006 Kenworth T800 Dump T	1NKDLBOX36J159405	HR
HVH	0	On-Highway TruckS	15.25051	Dump Truck, Mack CV713 2006	2006 Mack CV713 Dump Truc	1M2AL02C76M003526	HR
HVH	0	On-Highway TruckS	15.25052	Dump Truck, Mack CV713 2006	2006 Mack CV713 Dump Truc	1M2AL02C16M003618	HR
HVH	0	On-Highway TruckS	15.25054	Dump Truck, Mack CV713 2006	2006 Mack CV713 Dump Truc	1M2AL02CX6M003620	HR
HVH	0	On-Highway TruckS	15.25056	Dump Truck, Kenworth T800 2006	2006 Kenworth T800 Dump T	1NKDLBOX76J159407	HR
HVH	0	On-Highway TruckS	15.25058	Dump Truck, Kenworth T800 2007	2007 Kenworth T800 Dump T	1NKDLBOX77J208316	HR
HVH	0	On-Highway TruckS	15.25065	Dump Truck, Peterbilt 367 2008	2008 Peterbilt 367 Dump T	1NPTLBEX68N764612	HR
HVH	0	On-Highway TruckS	15.25084	Dump Truck, Peterbilt 367 2009	2009 Peterbilt 367 Dump T	1NPTLBEX590792148	HR
HVH	0	On-Highway TruckS	15.25086	Dump Truck, Peterbilt 367 2009	2009 Peterbilt 367 Dump T	1NPTLBEX39D792150	HR
HVH	0	On-Highway TruckS	15.25087	Dump Truck, Mack GU813 2009	2009 Mack GU813 Dump Truc	1M2AK13C09M008595	HR
HVH	0	On-Highway TruckS	15.25094	Dump Truck, Kenworth T800 2018	2018 Kenworth T800 Dump T	1NKDX4EX4JJ212338	HR
HVH	0	On-Highway TruckS	15.25095	Dump Truck,Kenworth T800 2018	2018 Kenworth T800 Dump T	1NKDX4EX6JJ212339	HR
HVH	0	On-Highway TruckS	15.25096	Dump Truck, Kenworth T800 2018	2018 Kenworth T800 Dump T	1NKDX4EX2JJ212340	HR
HVH	0	On-Highway TruckS	15.25097	Dump Truck, Kenworth T800 2018	2018 Kenworth T800 Dump T	1NKDX4EX4JJ212341	HR
HVH	0	On-Highway TruckS	15.25098	Dump Truck,Kenworth T800 2018	2018 Kenworth T800 Dump T	1NKDX4EX6JJ212342	HR
HVH	0	On-Highway TruckS	15.25099	Dump Truck,Kenworth T800 2018	2018 Kenworth, T800 Dump	1NKDX4EX8JJ212343	HR
HVH	0	On-Highway TruckS	15.25100	Dump Truck,Kenworth T800 2019	2019 Kenworth, T800 Dump	1NKDX4EX0KR302511	HR
HVH	0	On-Highway TruckS	15.25101	Dump Truck,Kenworth T800 2019	2019 Kenworth, T800 Dump	1NKDX4EX2KR302512	HR
HVH	0	On-Highway TruckS	15.25102	Dump Truck,Kenworth T800 2019	2019 Kenworth, T800 Dump	1NKDX4EX4KR302513	HR
HVH	0	On-Highway TruckS	15.25103	Dump Truck,Kenworth T800 2019	2019 Kenworth, T800 Dump	1NKDX4EX6KR302514	HR
HVH	0	On-Highway TruckS	15.25104	Dump Truck,Kenworth T800 2019	2019 Kenworth, T800 Dump	1NKDX4EX8KR302515	HR
HVH	0	On-Highway TruckS	15.25105	Dump Truck,Kenworth T800 2019	2019 Kenworth, T800 Dump	1NKDX4EX3RK302518	HR
HVH	0	On-Highway TruckS	15.25106	Dump Truck,Kenworth T800 2019	2019 Kenworth, T800 Dump	1NKDX4EX5KR302519	HR
HVH	0	On-Highway TruckS	15.25107	Dump Truck,Kenworth T800 2019	2019 Kenworth, T800 Dump	1NKDX4EXXKR302516	HR
HVH	0	On-Highway TruckS	15.25108	Dump Truck,Kenworth T800 2019	2019 Kenworth, T800 Dump	1NKDX4EX1KR302520	HR
HVH	0	On-Highway TruckS	15.25109	Dump Truck,Kenworth T800 2019	2019 Kenworth, T800 Dump	1NKDX4EX1KR302517	HR
HVH	0	On-Highway TruckS	15.25110	Dump Truck, Volvo 2006	2006 Volvo Dump Truck	4V5KC9GH56N417514	HR
HVH	0	On-Highway TruckS	15.25111	Dump Truck, Peterbilt 567 2016	2016 Peterbilt Dump Truck	1NPCX7EX7GD369070	HR
HVH	0	On-Highway TruckS	15.25112	Dump Truck, International 1991	1991 International Dump T	1HTSAZRN1MH352989	HR
HVH	0	On-Highway TruckS	15.25113	Dump Truck, Mack GU713 2012	2012 Mack GU713	1M2AX04C5CM012822	HR
HVH	0	On-Highway TruckS	15.25114	Dump Truck, Peterbilt 365 2014	2014 Peterbilt 365	1NPSL70X9ED233664	HR
HVH	0	On-Highway TruckS	15.25115	Dump Truck, Peterbilt 365 2014	2014 Peterbilt 365	1NPSL70XXED233665	HR
HVH	0	On-Highway TruckS	15.25116	Dump Truck, Peterbilt 365 2014	2014 Peterbilt 365	1NPSL70X7ED233663	HR
HVH	0	On-Highway TruckS	15.25117	Dump Truck, Mack GU713 2017	2017 Mack GU713	1M2AX13C5HM036987	HR
HVH	0	On-Highway TruckS	15.25118	Dump Truck, Mack GU713 2017	2017 Mack GU713	1M2AX13C9HM036989	HR
HVH	0	On-Highway TruckS	15.25119	Dump Truck, Mack GU813 2015	2015 Mack GU813	1M2AX13C6FM028829	HR
HVH	0	On-Highway TruckS	15.25120	Dump Truck, Mack GU813 2015	2015 Mack GU813	1M2AX13C2FM028830	HR
HVH	0	On-Highway TruckS	15.25121	Dump Truck, Mack GU813 2015	2015 Mack GU813	1M2AX13C4FM028831	HR
HVH	0	On-Highway TruckS	15.25122	Totaled Dump Truck, Mack 2018	2018 Mack GU713	1M2AX07C5JM040046	HR
HVH	0	On-Highway TruckS	15.25123	Dump Truck, Mack GU713 2018	2018 Mack GU713	1M2AX07C9JM040051	HR
HVH	0	On-Highway TruckS	15.25124	Dump Truck, Kenworth T800 2020	2020 Kenworth T800	3BKDX4EX7LF423521	HR
HVH	0	On-Highway TruckS	15.25125	Dump Truck, Kenworth T800 2020	2020 Kenworth T800	3BKDX4EX9LF423522	HR
HVH	0	On-Highway TruckS	15.25126	Dump Truck, Kenworth T880 2021	2021 Kenworth T880	1NKZX4EX6NJ482473	HR
HVH	0	On-Highway TruckS	15.25127	Dump Truck, Kenworth T880 2021	2021 Kenworth T880	1NKZX4EX8NJ482474	HR
HVH	0	On-Highway TruckS	15.25128	Dump Truck, Kenworth T880 2021	2021 Kenworth T880	1NKZX4EXXNJ482475	HR
HVH	0	On-Highway TruckS	15.25129	Dump Truck, Kenworth T880 2021	2021 Kenworth T880	1NKZX4TX6MJ461558	HR
HVH	0	On-Highway TruckS	15.25130	Dump Truck, Peterbilt 567 2021	2021 Peterbilt 567	1NPCX4EX1MD741237	HR
HVH	0	On-Highway TruckS	15.25131	Dump Truck, Volvo VHD84 2018	2018 Volvo VHD84	4V5K99EH7JN887215	HR
HVH	0	On-Highway TruckS	15.25132	Dump Truck, Kenworth T440 2018	2018 Kenworth T440	1NKBXJEX6JJ182197	HR
HVH	0	On-Highway TruckS	15.25133	Dump Truck, Kenworth T440 2018	2018 Kenworth T440	3BKBXJEX5JF218332	HR
HVH	0	On-Highway TruckS	15.25134	Dump Truck, Kenworth T440 2017	2017 Kenworth T440	1NKBXJEX3HJ177159	HR
HVH	0	On-Highway TruckS	15.25135	Dump Truck, Peterbilt 367 2016	2016 Peterbilt 367	1NPTX4EX8GD350784	HR
HVH	0	On-Highway TruckS	15.25136	Dump Truck, Mack CV713 2005	2005 Mack CV713	1M2AG11CX5M022937	HR
HVH	0	On-Highway TruckS	15.25137	Dump Truck, Kenworth T880 2022	2022 Kenworth T880	1NKZX4EX5NJ132574	HR
HVH	0	On-Highway TruckS	15.25138	Dump Truck, Peterbilt 567 2017	2017 Peterbilt 567	1NPCXPEX6HD408653	HR
HVH	0	On-Highway TruckS	15.25139	Dump Truck, MACK GU713 2018	2018 Mack GU713	1M2AX07C7JM037102	HR
HVH	0	On-Highway TruckS	15.25140	Dump Truck, MACK GU713 2018	2018 Mack GU713	1M2AX07C5JM037101	HR
HVH	0	On-Highway TruckS	15.25142	Dump Truck, Int HX620 2020	2020 International HX620	3HTDTAPT0LN403828	HR
HVH	0	On-Highway TruckS	15.25143	Dump Truck, Int HX620 2020	2020 International HX620	3HTDTAPT0LN399750	HR
HVH	0	On-Highway TruckS	15.25144	Dump Truck, Int HX620 2020	2020 International HX620	3HTDTAPT2LN399751	HR
HVH	0	On-Highway TruckS	15.25145	Dump Truck, Int HX620 2021	2021 International HX620	3HTDTAPT1MN256288	HR
HVH	0	On-Highway TruckS	15.25146	Dump Truck, Kenworth T800 2019	2019 Kenworth T800	1NKDL40X9KJ217216	HR
HVH	0	On-Highway TruckS	15.25147	Dump Truck, Kenworth T800 2019	2019 Kenworth T800	1NKDL40X7KJ217215	HR

HVH	0	On-Highway Trucks	15.25148	Dump Truck, Kenworth T800 2019	2019 Kenworth T800	1NKDL40X1KJ217212	HR
HVH	0	On-Highway Trucks	15.25149	Dump Truck, Kenworth T800 2019	2019 Kenworth T800	1NKDL40X2KJ217218	HR
HVH	0	On-Highway Trucks	15.25150	Dump Truck, Kenworth T800 2019	2019 Kenworth T800	1NKDL40X0KJ217217	HR
HVH	0	On-Highway Trucks	15.25151	Dump Truck, Kenworth T800 2019	2019 Kenworth T800	1NKDL40X5KJ217214	HR
HVH	0	On-Highway Trucks	15.25152	Dump Truck, Kenworth T800 2020	2020 Kenworth T800	3BKDL40X3LF385840	HR
HVH	0	On-Highway Trucks	15.25154	Dump Truck, Kenworth T880 2023	2023 Kenworth T880	1NKZXPEX5PJ259569	HR
HVH	0	On-Highway Trucks	15.25155	Dump Truck, Kenworth T880 2023	2023 Kenworth T880	1NKZXPEX1PJ259570	HR
HVH	0	On-Highway Trucks	15.25156	Dump Truck, Kenworth T880 2023	2023 Kenworth T880	1NKZXPEX3PJ259571	HR
HVH	0	On-Highway Trucks	15.25157	Dump Truck, Kenworth T880 2023	2023 Kenworth T880	1NKZXPEX5PJ259572	HR
HVH	0	On-Highway Trucks	15.25158	Dump Truck, Kenworth T880 2023	2023 Kenworth T880	1NKZXPEX7PJ259573	HR
HVH	0	On-Highway Trucks	15.25159	Dump Truck, Kenworth T880 2023	2023 Kenworth T880	1NKZXPEX2PJ259576	HR
HVH	0	On-Highway Trucks	15.25160	Dump Truck, Kenworth T880 2023	2023 Kenworth T880	1NKZXPEX9PJ259574	HR
HVH	0	On-Highway Trucks	15.25161	Dump Truck, Kenworth T880 2023	2023 Kenworth T880	1NKZXPEX0PJ259575	HR
HVH	0	On-Highway Trucks	15.25162	Dump Truck, Kenworth T880 2023	2023 Kenworth T880	1NKZXPEX4PJ259577	HR
HVH	0	On-Highway Trucks	15.25163	Dump Truck, WesternStar 47X 23	2023 Western Star 47X	5KKMBPDV3PLUE5328	HR
HVH	0	On-Highway Trucks	15.25164	Dump Truck, WesternStar 47X 23	2023 Western Star 47X	5KKMBPDV1PLUE5330	HR
HVH	0	On-Highway Trucks	15.25165	Dump Truck, WesternStar 47X 23	2023 Western Star 47X	5KKMBPDV5PLUE5329	HR
HVH	0	On-Highway Trucks	15.25166	Dump Truck, WesternStar 47X 23	2023 Western Star 47X	5KKMBPDV3PLUE5331	HR
HVH	0	On-Highway Trucks	15.25167	Dump Truck, WesternStar 47X 23	2023 Western Star 47X	5KKMBPDV5PLUE5332	HR
HVH	0	On-Highway Trucks	15.25168	Dump Truck, WesternStar 47X 23	2023 Western Star 47X	5KKMBPDV7PLUE5333	HR
HVH	0	On-Highway Trucks	15.25169	Dump Truck, WesternStar 47X 23	2023 Western Star 47X	5KKMBPDV9PLUE5334	HR
HVH	0	On-Highway Trucks	15.25170	Dump Truck, Mack GR84B 2023	2023 Mack GR84B Dump Truc	1M2GR2NCXPM004039	HR
HVH	0	On-Highway Trucks	15.25171	Dump Truck, Mack GR84B 2023	2023 Mack GR84B Dump Truc	1M2GR2NC6PM004040	HR
HVH	0	On-Highway Trucks	15.25172	Dump Truck, Mack GU813 2023	2023 Mack GU813 Dump Truc	1M2GR3NCXPM003592	HR
HVH	0	On-Highway Trucks	15.25173	Dump Truck, Mack GU813 2023	2023 Mack GU813 Dump Truc	1M2GR3NC8PM003591	HR
HVH	0	On-Highway Trucks	15.25174	Dump Truck, Mack GU813 2023	2023 Mack GU813 Dump Truc	1M2GR3NC8PM003588	HR
HVH	0	On-Highway Trucks	15.25175	Dump Truck, Mack GU813 2023	2023 Mack GU813 Dump Truc	1M2GR3NC6PM003587	HR
HVH	0	On-Highway Trucks	15.25176	Dump Truck, Mack GU813 2023	2023 Mack GU813 Dump Truc	1M2GR3NC4PM003586	HR
HVH	0	On-Highway Trucks	15.25177	Dump Truck, Mack GU813 2023	2023 Mack GU813 Dump Truc	1M2GR3NC2PM003585	HR
HVH	0	On-Highway Trucks	15.25178	Dump Truck, Mack GU813 2023	2023 Mack GU813 Dump Truc	1M2GR3NCXPM003589	HR
HVH	0	On-Highway Trucks	15.25179	Dump Truck, Mack GU813 2023	2023 Mack GU813 Dump Truc	1M2GR3NC1PM003593	HR
HVH	0	On-Highway Trucks	15.25180	Dump Truck, Mack GU813 2023	2023 Mack GU813 Dump Truc	1M2GR3NC6PM003590	HR
EQP	0	On-Highway Trucks	15.25181	Dump Truck, Kenworth T880 2024	2024 Kenworth T880		HR
EQP	0	On-Highway Trucks	15.25182	Dump Truck, Kenworth T880 2024	2024 Kenworth T880		HR
HVH	0	On-Highway Trucks	15.29001	Concrete Truck, 132 AGG 2018	2018 CNVYR 132 AGG BIN	1M2GR2GC4KM006973	HR
HVH	0	On-Highway Trucks	15.29002	Cement Silo, CT 200LP 2018	2018 CT 200LP Silo	30963KNG	HR
HVH	0	On-Highway Trucks	15.29003	Mixer, Advanced Mixer 2004	2004 Advanced Mixer	5DG8AC4T340010094	HR
HVH	0	On-Highway Trucks	15.29006	GK Mixer, Phoenix Mixer 2017	2017 Phoenix Mixer	1Z9M8GK47HV162477	HR
HVH	0	On-Highway Trucks	15.29007	GK Mixer, Phoenix Mixer 2019	2019 Phoenix Mixer	1Z9M8GK42KV161258	HR
HVH	0	On-Highway Trucks	15.29008	Mixer, Advanced Mixer 2014	2014 Advanced Mixer	5DG8AD4T6E0012848	HR
HVH	0	On-Highway Trucks	15.29009	Mixer, Oshkosh 2020	2020 Oshkosh Mixer	10TAFLGF6LS801261	HR
HVH	0	On-Highway Trucks	15.29010	Mixer, Oshkosh 2020	2020 Oshkosh Mixer	10TAFLGF4LS801260	HR
HVH	0	On-Highway Trucks	15.29011	Mixer, Oshkosh S2204 2022	2022 Oshkosh Mixer S2204	10TAFLGF3NS819607	HR
HVH	0	On-Highway Trucks	15.29012	Mixer, Oshkosh S2204 2022	2022 Oshkosh Mixer S2204	10TAFLGF1NS819606	HR
VEH	0	On-Highway Trucks	15.30021	Tractor Trk,Peterbilt 378 2005	2005 Peterbilt 378 Tracto	1XPFP8TX35N860896	HR
VEH	0	On-Highway Trucks	15.30027	Tractor Trk,T8008 2017	2017 Kenworth T8008 TR	1XKDD49X9HJ140989	HR
VEH	0	On-Highway Trucks	15.30028	Tractor Truck Kenworth 2016	T800 - White	1XKDP4TX7GJ493875	HR
VEH	0	On-Highway Trucks	15.30029	Tractor Truck Kenworth 2018	T800- White	1XKDD49XXJJ223935	HR
VEH	0	On-Highway Trucks	15.30030	Tractor Trk, Peterbilt 388 13	2013 Peterbilt 388	1XPWP4EX9DD178845	HR
VEH	0	On-Highway Trucks	15.30032	Tractor Trk, Kenworth 2020	2020 Kenworth T800	3WKDD49X6LF424237	HR
VEH	0	On-Highway Trucks	15.30033	Tractor Trk, Kenworth 2020	2020 Kenworth T800	3WKDD49X8LF424238	HR
VEH	0	On-Highway Trucks	15.30034	Tractor Trk, Kenworth 2020	2020 Kenworth T800	3WKDD49X4LF424236	HR
VEH	0	On-Highway Trucks	15.30035	Tractor Trk, Kenworth 2020	2020 Kenworth T800	3WKDD49X2LF424235	HR
VEH	0	On-Highway Trucks	15.30036	Tractor Trk, Kenworth T880 18	2018 KW T880	1XKZP4EX5JJ193844	HR
VEH	0	On-Highway Trucks	15.30037	GCT Tractor Trk Kenworth 2022	2022 Kenworth Tractor	1XKZD49X7NJ482880	HR
VEH	0	On-Highway Trucks	15.30038	Tractor Truck Kenworth 2022	2022 Kenworth Tractor	1XKZP4TX5NJ478620	HR
VEH	0	On-Highway Trucks	15.30039	Tractor Truck, Peterbilt 2016	2016 Peterbilt 389	1XPXD40X1GD315379	HR
VEH	0	On-Highway Trucks	15.30040	Tractor Trk, Peterbilt 389 22	2022 Peterbilt 389	1XPXP4EX5ND798162	HR
VEH	0	On-Highway Trucks	15.30041	Tractor Trk, Mack PI64T 2019	2019 Mack PI64T	1M1PN4GY9KM003283	HR
VEH	0	On-Highway Trucks	15.30042	Tractor Trk, Mack GR64FT 2019	2019 Mack GR64FT 8x4	1M1GR4GY2KM004943	HR
VEH	L	Aggregate Equipment	15.36001	Dump Trailer, Hardee 1996	1996 Hardee Dump Trailer	1H9ACD622T4127138	HR
VEH	1	On-Highway Trailers	15.36015	Flatbed Trailer, Bama 1955	1955 Bama Flatbed Trailer	2331	HR
VEH	1	On-Highway Trailers	15.36016	Van Trailer, Great Dane 1977	1977 Great Dane Van Trail	83554	HR
VEH	1	On-Highway Trailers	15.36017	Van Trailer, Great Dane 1990	1990 Great Dane Trailer	1GRAA9622LB097022	HR
VEH	1	On-Highway Trailers	15.36018	Van Trailer, Pines 1991	1991 Pines Van Trailer	1PNV48252MKB41566	HR
VEH	1	On-Highway Trailers	15.36019	Van Trailer, Gindy 40' 1974	1974 40' Gindy Van Traile	108335-E	HR
VEH	1	On-Highway Trailers	15.36020	Van Trailer, Trailmobile 1965	1965 Trailmobile Van Trai	A31DIAADB15336	HR
EQP	1	On-Highway Trailers	15.36026	Lowboy Trailer, TrailKing 2009	2009 TrailKing 70RG Lowbo	1TKS0532X9B128470	HR
EQP	1	On-Highway Trailers	15.36028	Lowboy Trailer, Talbert 2017	2017 Talbert Lowboy	40FSKS437H1035576	HR
EQP	1	On-Highway Trailers	15.36035	2009 Lowboy Booster, Trail Kg	Trail Kg Lowboy Booster,	1TKS005169B128697	HR
EQP	1	On-Highway Trailers	15.36036	Asphalt Lowboy Trailer	LB3S-33CS Lowboy	5JYLB352XGP161641	HR
EQP	1	On-Highway Trailers	15.36037	Lowboy Trailer, EagerBeaver 19	Eager Beaver 2019	1125E246KL083743	HR
EQP	1	On-Highway Trailers	15.36038	Lowboy Trailer, Globe 2008	2008 Globe Lowboy Trailer	1G9BN50348B336595	HR
EQP	1	On-Highway Trailers	15.36040	Lowboy Trailer, TrailKing 2001	Trail King TK110 2001	1TKJ049301M115421	HR

EQP	1	On-Highway Trailers	15.36042	Lowboy Trailer, Etnyre 2017	2017 Etnyre Lowboy	1E9323325HE111244	HR
VEH	1	On-Highway Trailers	15.36043	Trailer, Water Tank Belshe 05	2005 Belshe Water Tank Tr	16JF0121651040774	HR
EQP	1	On-Highway Trailers	15.36044	Lowboy Trailer, Towmaster 2020	Towmaster Lowboy Trailer	4KNFF5322LL161551	HR
EQP	1	On-Highway Trailers	15.36045	Lowboy Trailer, EagerBeaver 21	2021 Eager Beaver Trailer	112SE5530ML085052	HR
EQP	1	On-Highway Trailers	15.36046	Lowboy Trailer, ProLine 2013	2013 ProLine DG50	5SPDG4939DW000009	HR
EQP	1	On-Highway Trailers	15.36047	Lowboy Trailer,Kaufman DP55 19	2019 Kaufman DP55	1K9FR4238KB367144	HR
EQP	1	On-Highway Trailers	15.36048	Lowboy Trailer,Kaufman DP55 19	2019 Kaufman DP55	1K9FR4230KB367039	HR
EQP	1	On-Highway Trailers	15.36049	Lowboy Trailer, EagleBeaver 22	Lowboy Trailer	112SE246XNL086169	HR
EQP	1	On-Highway Trailers	15.36050	Lowboy Trailer, EagleBeaver 22	EagleBeaver 50GSL-PT	112SE2461NL086321	HR
EQP	1	On-Highway Trailers	15.36051	Lowboy Trailer, Etnyre 22	2022 Etnyre Lowboy Traile	Q33457	HR
VEH	1	On-Highway Trailers	15.40002	Paint Trailer, Crosley 1995	1995 Crosley Paint Traile	CTLLM5100SS006720	HR
VEH	1	On-Highway Trailers	15.40003	Trailer, Asphalt Roller Yellow	Asphalt Roller Trailer Ye	FLT7433C	HR
VEH	1	On-Highway Trailers	15.40005	Trailer, MOT Cone Red Pipercub	MOT Cone Trailer Red Pipe	125846	HR
VEH	1	On-Highway Trailers	15.40007	Trailer, Tiger Line Tag	Tiger Line Tag Trailer	31199	HR
VEH	1	On-Highway Trailers	15.40008	Trailer, Cargo Pace Amer. 2000	2000 Pace AMerican Cargo	4FPUB162XYG047222	HR
VEH	1	On-Highway Trailers	15.40009	Trailer, Cargo Pace Amer. 2000	2000 Pace American Cargo	4FPUB1621YG047223	HR
EQP	1	On-Highway Trailers	15.40010	Trailer, Liq Ash Etnyre 7k gal	1998 Etnyre Liq Asph Trlr	1E9T43201WE007065	HR
VEH	1	On-Highway Trailers	15.40013	Trailer, Cargo Pace Amer. 2003	2003 Pace AMerican Cargo	4FPUB12253G077789	HR
VEH	1	On-Highway Trailers	15.40014	Trailer, Home Made Util 2003	2003 Home Made Utility Tr	NOVIN0200363639	HR
VEH	1	On-Highway Trailers	15.40015	Trailer, Home Made Util 2003	2003 Home Made Utility Tr	NOVIN0200402373	HR
VEH	1	On-Highway Trailers	15.40017	Trailer, Pace Amer Util 2005	2005 Pace Amer Utility Tr	4FPUB12225G095363	HR
VEH	1	On-Highway Trailers	15.40018	Trailer, Utility 2000	2000 Utility Trailer	1TTAG5128Y1020052	HR
VEH	1	On-Highway Trailers	15.40019	Trailer, Utility 1997	1997 Utility Trailer	NOVIN000083786246	HR
VEH	1	On-Highway Trailers	15.40020	Trailer, Utility 2000	2000 Utility Trailer	NOVIN0200213762	HR
VEH	1	On-Highway Trailers	15.40021	Trailer, Utility 1999	1999 Utility Trailer	4466	HR
VEH	1	On-Highway Trailers	15.40023	Trailer, Utility 2003	2003 Utility Trailer	2810	HR
VEH	1	On-Highway Trailers	15.40024	Trailer, Anderson Utility 2006	2006 Anderson Utility Tra	4YNBN12106C039466	HR
VEH	1	On-Highway Trailers	15.40026	Roller Trailer 2006 7 X 18	7X18 Asphalt Roller Trlr,	FSRR0A0671834363	HR
VEH	1	On-Highway Trailers	15.40027	2004 Alkota 5355J Presser Wash	Alkota 5355J P Washer,200	5ETUS122Y20042302	HR
VEH	1	On-Highway Trailers	15.40028	2004 Alkota 4355H Presser Wash	Alkota 4355H P Washer,200	5ETUS102Y20042303	HR
EQP	L	Aggregate Equipment	15.40029	2001, Cargo Mate Sewer Video	Cargo Mate Sewer Video	4X4TSE2191U200373	HR
VEH	1	On-Highway Trailers	15.40031	2007,Kodiak 7X16 Cargo Trailr	Kodiak 7x16 Cargo Trailer	16HPB16257G086003	HR
VEH	1	On-Highway Trailers	15.40032	2006,5X10 Trailr	5x10 Trailer,2006	1TTAG510664890831	HR
VEH	1	On-Highway Trailers	15.40033	2005,6X14 Anderson Cone Trailr	Anderson Con6x14 Trailer	4YNBN14275C034950	HR
VEH	1	On-Highway Trailers	15.40034	Trailer, Leeboy Tack 2006	2006 Leeboy Tack Trailer	1B9DS152760309016	HR
VEH	1	On-Highway Trailers	15.40035	2007 Straight Edge Trailer	Straight Edge Trailer,200	1487732	HR
VEH	1	On-Highway Trailers	15.40036	Trailer, 6X16 Cone 2005	2005 6X16 Cone Trailer	4YNBN16265C036251	HR
VEH	1	On-Highway Trailers	15.40037	Trailer,Custom Built Gn 1998	1998 Customer Built GN Tr	1C9WU2521VS678196	HR
VEH	1	On-Highway Trailers	15.40038	Alkolta Pressure Washer 2007	2007 Alkolta Pressure WTr	5ETUS122Y20073463	HR
VEH	1	On-Highway Trailers	15.40039	2005 6X16 AndersonCone Trailer	Black Dual Axle	4YNBN16285C030337	HR
VEH	L	Aggregate Equipment	15.40040	2007 Austin Machine	Works Straight Edge Trail	1487760	HR
VEH	1	On-Highway Trailers	15.40041	2007 Pace America	Pace Enclosed Trailer	4FPWB20267G123380	HR
VEH	1	On-Highway Trailers	15.40042	2007 Alkota Tailer	Pressure Washer Trailer	5ETUS122Y20073537	HR
VEH	1	On-Highway Trailers	15.40043	Trailer, Portable Tank 500 gal	Portable Onsite Fuel Tank	1F98U081971329121	HR
VEH	1	On-Highway Trailers	15.40046	Trailer, Haum Trialer 2008	2008 Haum Trailer	16HPB16228G092343	HR
VEH	1	On-Highway Trailers	15.40047	2006 Anderson Trailer	Anderson Trailer	4YNBN16276C037426	HR
VEH	1	On-Highway Trailers	15.40049	Trailer, A-OK Cargo Trialer 04	2004 A-OK Cargo Trailer	5C7EE16274D00075	HR
VEH	1	On-Highway Trailers	15.40050	Trailer, Anderson Trailer 2006	2006 Anderson Trailer	4YNBN12146C039079	HR
VEH	1	On-Highway Trailers	15.40055	Trailer, Redihaul 500 Gal 1998	1998 Redihaul 500 Gal Tra	47SS14ZTTV1013008	HR
VEH	1	On-Highway Trailers	15.40078	2000 Straight Edge Trailer	Straight Edge Trailer, 20	NOVIN0200213765	HR
VEH	1	On-Highway Trailers	15.40083	1999 7x16 Pace Encls Trail	Pace 7X16 Encls Trail,199	40LWB241XP053183	HR
VEH	1	On-Highway Trailers	15.40084	Big Tex Core Rig 2007	Big Tex Black Core Rig, 2	16VAX101772A84984	HR
VEH	1	On-Highway Trailers	15.40085	2007 7x16 For Riv Encls Trail	For Riv Conti Encls Trail	5NHUTW01X7U32417	HR
VEH	1	On-Highway Trailers	15.40086	2008 7x16 Haulmark Trail	Haulmark 7X16 Trail,2008	16HPB16248G092344	HR
VEH	1	On-Highway Trailers	15.40089	Straight Edge Trailer 2009	2009 Straight Edge Traile		HR
VEH	1	On-Highway Trailers	15.40095	Trailer, Ditch WRch 1087	1987 Ditch Witch Trailer	1DS0000FXH17D1262	HR
VEH	1	On-Highway Trailers	15.40097	Homemade Trailer 1999	1999 Homemade Trailer	NOVIN0200014449	HR
VEH	1	On-Highway Trailers	15.40098	MOT Trailer 2006	2006 MOT Trailer	NOVIN0200050565	HR
VEH	1	On-Highway Trailers	15.40099	Enclosed Utility Trailer 2007	2007 Enclosed Utility Tra	4YMCL121X7G276491	HR
VEH	1	On-Highway Trailers	15.40100	Rdmaster Enclosed Trailer 2003	2003 Rdmaster Enclosed Tr	5DT211F2431008864	HR
VEH	1	On-Highway Trailers	15.40101	Trailer, Iron Dog Util 2002	2002 Iron Dog Utility Tra	5FELS16262C009502	HR
VEH	1	On-Highway Trailers	15.40102	Triple Crown Trailer 2014	6x16 Black Utility	1XNU616T8E1049656	HR
VEH	1	On-Highway Trailers	15.40104	Miscealaneous Trailer	18' x 1.2 Freeport	5THBG182XHC000119	HR
VEH	1	On-Highway Trailers	15.40105	2016 Blower Trailer	Blower Trailer 2016	4YNBN1011GC079740	HR
VEH	1	On-Highway Trailers	15.40106	2017 Elite Trailer	Elite Trailer 2017	5TH8G2029HC000131	HR
VEH	1	On-Highway Trailers	15.40108	Trailer,2018 Triple Crown	7x18 Utility Trailer	57BWG7187J1519297	HR
VEH	1	On-Highway Trailers	15.40109	Trailer, 2018 Trimax	2018 Trimax Trailer	1XNU612T1J1084006	HR
VEH	L	Aggregate Equipment	15.40110	Dump Trailer, 2018 IronDog	2018 IronDog Dump Trailer	1Z9CD1429JC524567	HR
VEH	1	On-Highway Trailers	15.40111	Trailer, Elite 2019	2019 Elite Traile	5TH8F1624K1006804	HR
VEH	1	On-Highway Trailers	15.40112	Trailer, Utility	2019 Utility Landscape	4YMBU0913KG021862	HR
VEH	1	On-Highway Trailers	15.40113	Trailer, Leeboy Tack 2008	2008 Leeboy Tack Trailer	1B9AA142691309561	HR
VEH	1	On-Highway Trailers	15.40114	Trailer, Aero Tack Sprayer 89	1989 Aero Tack Sprayer	1264	HR
VEH	1	On-Highway Trailers	15.40115	Trailer, CTRA Core 2010	2010 CTRA Core Trailer	4YMUL0613AG122091	HR
VEH	1	On-Highway Trailers	15.40116	Trailer, Rolling Straight Edge	2010 Rolling Straight Edg	NOVIN0200922913	HR

VEH	1	On-Highway Trailers	15.40117	Trailer, Tilt Trailer 2011	2011 Tilt Trailer	5VGFD2228BL001814	HR
VEH	1	On-Highway Trailers	15.40118	Trailer, Tripler Crown 2013	2013 Tripler Crown Traile	1XNC18107D1041188	HR
VEH	1	On-Highway Trailers	15.40119	Trailer, Tilt 2014	2014 Tilt Trailer	5VGFD2224EL001846184	HR
VEH	1	On-Highway Trailers	15.40120	Service Trailer, Lark 2016	2016 Lark Enclosed Traile	SRTBE1625GD049429	HR
VEH	1	On-Highway Trailers	15.40121	Trailer, Kaufman 2017	2017 Kaufman Trailer	5VGAP3039JL005883	HR
VEH	1	On-Highway Trailers	15.40123	Trailer, Elite 16ft 2019	2019 Elite Heavy Equipmen	5THBG162XKL007114	HR
VEH	1	On-Highway Trailers	15.40124	Trailer, TrailKing 1999	TrailKing Trailer 1999	1TKS00514X8058338	HR
VEH	1	On-Highway Trailers	15.40126	Trailer, Leeboy 2005	Leeboy L500T 2005	1B9DS15225D309178	HR
VEH	1	On-Highway Trailers	15.40127	Trailer, Leeboy 1999	Leeboy L500T 1999	NOVIN0200313262	HR
VEH	1	On-Highway Trailers	15.40128	Trailer, DMB 2005	DMB 7x20 EQ 2005	1D907X2078D536264	HR
VEH	1	On-Highway Trailers	15.40129	Trailer, Load Trail 2010	Load Trail 2010	4ZECH2023A1072787	HR
VEH	1	On-Highway Trailers	15.40130	Trailer, Triple Crown 2016	Triple Crown 2016	1XNHD5X81G1069405	HR
VEH	1	On-Highway Trailers	15.40131	Trailer, RORU 2017	RORU Trailer 2017	1Z9BE2023HF147604	HR
VEH	1	On-Highway Trailers	15.40132	Trailer, RORU 2017	RORU Trailer 2017	1Z9BE2020FH147625	HR
VEH	1	On-Highway Trailers	15.40133	Trailer, Elite 16ft 2019	2019 Elite Heavy Equipmen	5THBG1623KL007245	HR
VEH	1	On-Highway Trailers	15.40134	Trailer, PJ Dump 2020	2020 PJ Dump Trailer	4P5DL1420L1315654	HR
VEH	1	On-Highway Trailers	15.40135	Trailer, Pin Black 2000	2000 Pin Black	BTM5UT19989904909	HR
VEH	1	On-Highway Trailers	15.40136	Trailer, Tilt Bed 2013	2013 Tilt Bed	4YNBN1824DC068742	HR
VEH	1	On-Highway Trailers	15.40137	Trailer, Homemade 2009	2009 Homemade	ITTRH718581504839	HR
VEH	1	On-Highway Trailers	15.40138	Trailer, Homemade 2014	2014 Homemade	16VEX1827E3H17313	HR
VEH	1	On-Highway Trailers	15.40139	Trailer, Straight Edge	Straight Edge	NOVIN0200530839	HR
VEH	1	On-Highway Trailers	15.40140	Trailer, Straight Edge	Straight Edge Red	NOVIN0200801727	HR
VEH	1	On-Highway Trailers	15.40141	Trailer, Dump 2016	Dump Trailer 2016	AL020116IT	HR
VEH	1	On-Highway Trailers	15.40142	Trailer, Homemade 2000	Homemade Grill 2000	NOVIN0200722668	HR
VEH	1	On-Highway Trailers	15.40143	Trailer, Utility 2014	Utility 2014	AL021014IT	HR
VEH	1	On-Highway Trailers	15.40144	Trailer, Box Trailer 1994	Box Trailer 1994	NOVIN0200267551	HR
VEH	1	On-Highway Trailers	15.40145	Trailer, Utility 1997	Utility 1997	NOVIN0200530828	HR
VEH	1	On-Highway Trailers	15.40146	Trailer, Flatbed 1977	1977 Flatbed	NOVIN0200532321	HR
VEH	1	On-Highway Trailers	15.40147	Trailer, Utility 1997	1997 Utility Trailer	NOVIN0200532322	HR
VEH	1	On-Highway Trailers	15.40148	Trailer, Straight Edge Green	Straight Edge Green	NOVIN0200530761	HR
VEH	1	On-Highway Trailers	15.40149	Trailer, Homemade 2006	2006 Homemade	NOVIN0200530758	HR
VEH	1	On-Highway Trailers	15.40150	Trailer, Utility Trailer 1995	1995 Utility	NOVIN0200121301	HR
VEH	1	On-Highway Trailers	15.40151	Trailer, Homemade	Homemade MOT	NOVIN0200797432	HR
VEH	1	On-Highway Trailers	15.40152	Trailer,Water Tank	Water TAnk Trailer	NOVIN0200532313	HR
VEH	1	On-Highway Trailers	15.40153	Trailer, Triple Crown 2020	2020 Triple Crown Trailer	1XNBU1621L1105860	HR
VEH	1	On-Highway Trailers	15.40154	Trailer, Triple Crown 2020	2020 Triple Crown Trailer	1XNBU1623L1105861	HR
VEH	1	On-Highway Trailers	15.40155	Trailer, Rolling Straight Edge	2020 Rolling Straight Edg	7689A	HR
VEH	1	On-Highway Trailers	15.40156	Trailer, Elite Dump 2020	2020 Elite Dump Trailer	5THBRM42LL007744	HR
VEH	1	On-Highway Trailers	15.40158	Pressure Washer, North Star 20	2020 North Star 157595	4K1PT4C17LK008308	HR
VEH	1	On-Highway Trailers	15.40159	Trailer, Welding Carry-On 2021	2021 Carry-On Trailer for	4YMBU0818MG087750	HR
VEH	1	On-Highway Trailers	15.40160	Trailer, Triple Crown 2021	2021 Triple Crown Trailer	1XNBU101XM1123887	HR
VEH	1	On-Highway Trailers	15.40161	Trailer, Leeboy L200 2002	2002 Leeboy L200	1B9D5091150309748	HR
VEH	1	On-Highway Trailers	15.40162	Trailer, Leeboy L300 2020	2020 Leeboy L300	1B9BT1218L1309006	HR
VEH	1	On-Highway Trailers	15.40163	Trailer, CTS Dump 2016	2016 CTS End Dump Trailer	5TU343029GS000655	HR
VEH	1	On-Highway Trailers	15.40164	Trailer, Big Tex Dump 2020	2020 Big Tex End Dump Tra	16VDX1625L5031185	HR
VEH	1	On-Highway Trailers	15.40165	Trailer, Big Tex Dump 2016	2016 Big Tex End Dump Tra	16VDX1421G5067271	HR
VEH	1	On-Highway Trailers	15.40166	Trailer, Maxx-D Dump 2017	2017 Maxx-D End Dump Trai	5RBDM1428HM050486	HR
VEH	1	On-Highway Trailers	15.40167	Trailer, Rolls Rite 2020	2020 Rolls Rite 52K Trail	1R9PD3025LM356068	HR
VEH	1	On-Highway Trailers	15.40168	Trailer, Rolls Rite 2013	2013 Rolls Rite 48K Trail	1R9PD3028DM356132	HR
VEH	1	On-Highway Trailers	15.40169	Trailer, Rolls Rite 2016	2016 Rolls Rite Trailer	1R9PD222XGM356323	HR
VEH	1	On-Highway Trailers	15.40170	Trailer, Interstate 2006	2006 Interstate 20' Trail	1JKBST18X6M007924	HR
VEH	1	On-Highway Trailers	15.40171	Trailer, Rolls Rite 2006	2006 Interstate Gooseneck	1R9GD30266M356245	HR
VEH	1	On-Highway Trailers	15.40172	Trailer, Better Built 2017	2017 Better Built 18'	4MNFP1827H1001389	HR
VEH	1	On-Highway Trailers	15.40173	Trailer, Better Built 2014	2014 Better Built 18'	4MNFB1824E1000923	HR
VEH	1	On-Highway Trailers	15.40174	Trailer, Rolls Rite 2016	2016 Rolls Rite 16'	1R9BD182XGM356334	HR
VEH	1	On-Highway Trailers	15.40175	Trailer, Rolls Rite 2013	2013 Rolls Rite 16'	1R9BD1821DM356024	HR
VEH	1	On-Highway Trailers	15.40176	Trailer, Rolls Rite 2012	2012 Rolls Rite 16'	1R9PD1822CM356201	HR
VEH	1	On-Highway Trailers	15.40177	Trailer, Big Tex 60SP 2006	2006 Big Tex 60SP	16VNX142762D17006	HR
VEH	1	On-Highway Trailers	15.40178	Trailer, Hardi 12' 2007	2007 Hardi 12' Trailer	1H9U012187W509279	HR
VEH	1	On-Highway Trailers	15.40179	Trailer, Quality 10' 2004	2004 Quality 10' Trailer	1Z9GA10154P062187	HR
VEH	1	On-Highway Trailers	15.40180	Trailer, RS Enclosed 2019	2019 Rock Solid Enclosed	7H2BE2421KD013793	HR
VEH	1	On-Highway Trailers	15.40181	Trailer, Look Enclosed 2017	2017 Look Enclosed Traile	53BLTEA11JU029429	HR
VEH	1	On-Highway Trailers	15.40182	Trailer, Look Enclosed 2017	2017 Look Enclosed Traile	53BLTEA18JU029430	HR
VEH	1	On-Highway Trailers	15.40183	Trailer, Water Tank 2019	2019 Water Wagon Trailer	5V4TK2430KP000001	HR
VEH	1	On-Highway Trailers	15.40184	Trailer, Water Tank 2007	2007 Water Wagon Trailer	5VUTK24327P000007	HR
VEH	1	On-Highway Trailers	15.40185	Trailer, Water Tank 500 gal	Custom Water Wagon Traile	CUSTOM 500 GAL	HR
VEH	1	On-Highway Trailers	15.40186	Enclosed Utility Trailer 22021	2021 Triple Crown Enclose	TBD-MARK	HR
VEH	1	On-Highway Trailers	15.40187	Trailer, Big Tex 14GN20 2019	2019 Big Tex 14GN20		HR
VEH	1	On-Highway Trailers	15.40188	Trailer, Big Tex 22GN20 2019	2019 Big Tex 22GN20		HR
VEH	1	On-Highway Trailers	15.40189	Trailer, Misc Eqp Trailer		4277	HR
VEH	1	On-Highway Trailers	15.40190	Trailer, Reedy Branch 16' 2020	2020 Reedy Branch 16' Tra	78123	HR
VEH	1	On-Highway Trailers	15.40191	Trailer, Lee 20' 1998	1998 Lee 20' Trailer		HR
VEH	1	On-Highway Trailers	15.40192	Trailer, Bye-Rite 20' 2016	2016 Bye-Rite 20' Trailer	5VTB1UK21GR003199	HR
VEH	1	On-Highway Trailers	15.40193	Trailer, Irondog 30' Gooseneck	Irondog 30' Gooseneck Tra		HR

VEH	1	On-Highway Trailers	15.40194	Trailer, Caliber 20' 2016	2016 Caliber 20' Trailer	57BEM7209G1516293	HR
VEH	1	On-Highway Trailers	15.40195	Dump Trailer, Irondog 24' 2012	2012 Irondog 24' Dump Tra	5FEF525222C000001	HR
VEH	1	On-Highway Trailers	15.40197	Trailer, Bye-Rite 20' 2017	2017 Bye-Rite 20' Trailer	7F3B1UK24HR005506	HR
VEH	1	On-Highway Trailers	15.40198	Trailer, Caliber 20' 2017	2017 Caliber 20' Trailer	57BEM720XH1031484	HR
VEH	1	On-Highway Trailers	15.40199	Trailer, Starcraft Camper 2018	2018 Starcraft Truck Camp	1SABSOBTXJ2ZY5157	HR
VEH	1	On-Highway Trailers	15.40200	Trailer, Evergreen Travel 2016	2016 Evergreen Travel Tra	5ZWTGGE25G1005535	HR
VEH	1	On-Highway Trailers	15.40201	Trailer, Empire Enclosed 2019	2019 Empire 28' Enclosed	7F81E2828KD006782	HR
VEH	1	On-Highway Trailers	15.40202	Trailer, PJ LD352 35' 2019	2019 PJ LD352 35' Trailer	4P5LD3528K1308419	HR
VEH	1	On-Highway Trailers	15.40203	Trailer, Bye-Rite 20' 2018	2018 Bye-Rite 20' Trailer	7F3B1UK25JR000904	HR
VEH	1	On-Highway Trailers	15.40204	Trailer, La Chalet 2021	2021 La Chalet Trailer		HR
VEH	1	On-Highway Trailers	15.40205	Trailer, La Chalet 2021	2021 La Chalet Trailer		HR
VEH	1	On-Highway Trailers	15.40206	Trailer, Bye-Rite 20' 2019	2019 Bye-Rite 20' Trailer	7F3B1UK21KR002280	HR
VEH	1	On-Highway Trailers	15.40207	Trailer, Bye-Rite 20' 2019	2019 Bye-Rite 20' Trailer	7F3B1UK28KR003412	HR
VEH	1	On-Highway Trailers	15.40208	Trailer, Utility LeChalet 2019	2019 LeChalet Utility Tra		HR
VEH	1	On-Highway Trailers	15.40209	Trailer, Utility LeChalet 2021	2021 LeChalet Utility Tra		HR
VEH	1	On-Highway Trailers	15.40210	Trailer, Bye-Rite 20' 2019	2019 Bye-Rite 20' Trailer	7F3B1UK26KR002159	HR
VEH	1	On-Highway Trailers	15.40211	Trailer, Bye-Rite 20' 2020	2020 Bye-Rite 20' Trailer	7F3B1UK20LR004278	HR
VEH	1	On-Highway Trailers	15.40212	Trailer, Bye-Rite 20' 2020	2020 Bye-Rite 20' Trailer	7F3B1UK27LR004276	HR
VEH	1	On-Highway Trailers	15.40213	Trailer, Utility Bye-Rite 2015	2015 Bye-Rite 10' Utility	5VTB1UA19FR001627	HR
VEH	1	On-Highway Trailers	15.40214	Trailer, Enclosed 10' 1999	1999 Enclosed 10' Trailer		HR
VEH	1	On-Highway Trailers	15.40215	Trailer, Utility TC 2019	2019 Triple Crown Utility	1XNBU1210K1092949	HR
VEH	1	On-Highway Trailers	15.40216	Trailer, Neptune Vacuum Tanker	Neptune Vacuum Tanker Tra		HR
VEH	1	On-Highway Trailers	15.40217	Trailer, Utility BR 12' 2020	2020 Bye-Rite Utility Tra	7F3B1UL10LR005016	HR
VEH	1	On-Highway Trailers	15.40218	Trailer, Utility TC 2020	2020 Triple Crown Utility	1XNBU1215L1103820	HR
VEH	1	On-Highway Trailers	15.40219	Trailer, Utility TC 2021	2021 Triple Crown Utility	1XNBU1217M1120636	HR
VEH	1	On-Highway Trailers	15.40220	Trailer, Empire Enclosed 2020	2020 Empire 12' Enclosed	7F81E1210LD009221	HR
VEH	1	On-Highway Trailers	15.40221	Trailer, Utility BR 12' 2020	2020 Bye-Rite Utility Tra	7F3B1UL16LR004372	HR
VEH	1	On-Highway Trailers	15.40222	Trailer, Utility BR 16' 2017	2017 Bye-Rite Utility Tra	7F3B1UG25HR005507	HR
VEH	1	On-Highway Trailers	15.40223	Trailer, Utility BR 16' 2017	2017 Bye-Rite Utility Tra	7F3B1UG22HR006601	HR
VEH	1	On-Highway Trailers	15.40224	Trailer, Utility BR 16' 2017	2017 Bye-Rite Utility Tra	7F3B1UG28HR006957	HR
VEH	1	On-Highway Trailers	15.40225	Trailer, Utility BR 16' 2017	2017 Bye-Rite Utility Tra	7F3B1UG21HR006900	HR
VEH	1	On-Highway Trailers	15.40226	Trailer, Utility BR 16' 2019	2019 Bye-Rite Utility Tra	7F3B1FP23KR002012	HR
VEH	1	On-Highway Trailers	15.40227	Trailer, Utility BR 16' 2019	2019 Bye-Rite Utility Tra	7F3B1FP29KR002094	HR
VEH	1	On-Highway Trailers	15.40228	Trailer, Utility BR 16' 2020	2020 Bye-Rite Utility Tra	7F3B1FP22LR003928	HR
VEH	1	On-Highway Trailers	15.40229	Trailer, Utility BR 16' 2020	2020 Bye-Rite Utility Tra	7F3B1FP21LR004570	HR
VEH	1	On-Highway Trailers	15.40230	Trailer, Empire Enclosed 2020	2020 Empire 16' Enclosed	7F81E1621LD009103	HR
VEH	1	On-Highway Trailers	15.40231	Trailer, Utility BR 16' 2021	2021 Bye-Rite Utility Tra	7F3B1FP27MR007586	HR
VEH	1	On-Highway Trailers	15.40232	Trailer, Utility Custom 20'	Custombuilt 20' UtilityTr		HR
VEH	1	On-Highway Trailers	15.40233	Trailer, Utility BR 20' 2020	2020 Bye-Rite Utility Tra	7F3B1UK27LR005668	HR
VEH	1	On-Highway Trailers	15.40234	Trailer, Utility BR 20' 2020	2020 Bye-Rite Utility Tra	7F3B1UK23LR005666	HR
VEH	1	On-Highway Trailers	15.40235	Trailer, Utility BR 20' 2020	2020 Bye-Rite Utility Tra	7F3B1UK24LR006101	HR
VEH	1	On-Highway Trailers	15.40236	Trailer, Utility BR 20' 2020	2020 Bye-Rite Utility Tra	7F3B1UK2XLR005860	HR
VEH	1	On-Highway Trailers	15.40237	Trailer, Utility BR 20' 2020	2020 Bye-Rite Utility Tra	7F3B1UK26LR003975	HR
VEH	1	On-Highway Trailers	15.40238	Trailer, Utility BR 20' 2020	2020 Bye-Rite Utility Tra	7F3B1UK23LR005859	HR
VEH	1	On-Highway Trailers	15.40239	Trailer, Utility BR 20' 2020	2020 Bye-Rite Utility Tra	7F3B1UK21LR004368	HR
VEH	1	On-Highway Trailers	15.40240	Trailer, Utility BR 20' 2020	2020 Bye-Rite Utility Tra	7F3B1UK21LR005603	HR
VEH	1	On-Highway Trailers	15.40241	Trailer, Utility BR 20' 2021	2021 Bye-Rite Utility Tra	7F3B1UK29MR007956	HR
VEH	1	On-Highway Trailers	15.40242	Trailer, Utility BR 20' 2021	2021 Bye-Rite Utility Tra	7F3B1UK22MR008205	HR
VEH	1	On-Highway Trailers	15.40243	Trailer, Utility BR 20' 2021	2021 Bye-Rite Utility Tra	7F3B1UK24MR008206	HR
VEH	1	On-Highway Trailers	15.40244	Trailer, Utility BR 20' 2021	2021 Bye-Rite Utility Tra	7F3B1UK27MR007342	HR
VEH	1	On-Highway Trailers	15.40245	Dump Trailer, Big Tex 2015	2015 Big Tex 14LX Dump Tr	16VDX1426F3007349	HR
VEH	1	On-Highway Trailers	15.40246	Dump Trailer, Big Tex 2015	2015 Big Tex 14LX Dump Tr		HR
VEH	1	On-Highway Trailers	15.40247	Dump Trailer, Big Tex 2017	2017 Big Tex 25DU Dump Tr	16VDX202XH2080499	HR
VEH	1	On-Highway Trailers	15.40248	Dump Trailer, Irondog 2018	2018 Irondog 14' Dump Tra	1Z9CD142XJC524271	HR
VEH	1	On-Highway Trailers	15.40249	Dump Trailer,Triple Crown 2019	2019 Triple Crown Dump Tr	1XNBD142XK1092947	HR
VEH	1	On-Highway Trailers	15.40250	Trailer, Vector Vacuum Tanker	Vector Vacuum Tanker Trai	1V9PT2120A1090005	HR
VEH	1	On-Highway Trailers	15.40251	Trailer, Vermeer Vacuum Tanker	Vermeer Vacuum Tanker Tra	181002	HR
VEH	1	On-Highway Trailers	15.40252	Homemade Trailer 2022	2022 Homemade Trailer	NOVIN0201358528	HR
VEH	1	On-Highway Trailers	15.40253	Trailer, Misc Eqp Trailer		4277-2	HR
VEH	1	On-Highway Trailers	15.40254	Trailer, Straightedge		1R9BU0815DF600456	HR
VEH	1	On-Highway Trailers	15.40255	Trailer, Water Trailer 2022	2022 Water Trailer	1XNBU1218N1132246	HR
VEH	1	On-Highway Trailers	15.40257	Trailer, Straight Edge 2022	Straight Edge Trailer,202	4T9BU1413NG035161	HR
VEH	1	On-Highway Trailers	15.40258	Trailer, Straight Edge 2022	Straight Edge Trailer,202	4T9BU1412NG035409	HR
VEH	1	On-Highway Trailers	15.40259	Trailer, Triple Crown 2020	7x18 Utility Trailer	1XNBU1821L1102681	HR
VEH	1	On-Highway Trailers	15.40260	Trailer, Utility BR 20' 2021	2021 Bye-Rite Utility Tra	7F3B1UK29MR007343	HR
VEH	1	On-Highway Trailers	15.40261	Homemade Trailer 2022	2022 Homemade Trailer	NOVIN0201384566	HR
VEH	1	On-Highway Trailers	15.40262	Trailer, Elite Utility 2023	2023 Elite Utility Traile	5THBU1215PC000424	HR
VEH	1	On-Highway Trailers	15.40263	Homemade Trailer 2023	2023 Homemade Trailer	NOVIN0201392915	HR
VEH	1	On-Highway Trailers	15.40264	Trailer, Gator Made Tilt 2023	2023 GatorMade Aardvark T	421HD2226PS011601	HR
VEH	1	On-Highway Trailers	15.40265	Trailer, Topline w/sidegate 22	2022 Topline Trailer	4UMJT1215NM000049	HR
VEH	1	On-Highway Trailers	15.40266	Trailer, Bye-Rite 10' 2023	2023 Bye-Rite 10' Trailer	7F3B1U12PR012946	HR
EQP	A	Crawler Tractors	15.45021	Dozer, Cat D5N LGP 2004	2004 Cat D5N LGP Dozer	CKT00291	HR
EQP	A	Crawler Tractors	15.45022	IP Dozer, CatD5G 2006	2006 Cat D5G LGP Dozer	RKG02199	HR
EQP	A	Crawler Tractors	15.45027	Dozer, Komatsu D51P LGP 2008	2008 Komatsu D51P LGP Doz	B10899	HR

EQP	A	Crawler Tractors	15.45045	Dozer,Cat D3K2LGP 2016	2016 CAT Tractor	KL202121	HR
EQP	A	Crawler Tractors	15.45046	Dozer, Cat D5K2 2017	2017 Cat D5K2 Dozer	KY203166	HR
EQP	A	Crawler Tractors	15.45047	Dozer,Cat D3K2LGP 2017	2017 Cat Tractor	KL203005	HR
EQP	A	Crawler Tractors	15.45048	Dozer, Cat D5K2 2018	2018 Cat D5K2 Dozer	KY205365	HR
EQP	A	Crawler Tractors	15.45049	Dozer, Cat D5K2 2019	2019 Cat D5K2 Dozer	KY207361	HR
EQP	A	Crawler Tractors	15.45050	Dozer, Cat D5K2 2019	2019 Cat D5K2 Dozer	KY207614	HR
EQP	A	Crawler Tractors	15.45053	Dozer, CAT D6N 2013	2013 CAT D6N	PBA00658	HR
EQP	A	Crawler Tractors	15.45058	Dozer, CAT D6K2 2015	2015 CAT D6K2 LGP	RST01883	HR
EQP	A	Crawler Tractors	15.45061	Dozer, CAT D6K2 2018	2018 CAT D6K2 LGP	EL700353	HR
EQP	A	Crawler Tractors	15.45062	Dozer, Komatsu 61PX 2016	2016 Komatsu 61PX	40768	HR
EQP	A	Crawler Tractors	15.45063	Dozer, CAT D6K2 2020	2020 CAT D6K2	EL703304	HR
EQP	A	Crawler Tractors	15.45064	Dozer, Cat D3K2 LGP 2020	2020 Cat D3K2 Dozer GPS	KL207888	HR
EQP	A	Crawler Tractors	15.45065	Dozer, Cat D3K 2021	2021 Cat D3K Dozer GPS	XKY00485	HR
EQP	A	Crawler Tractors	15.45066	Dozer, Cat D1 LGP 2020	2020 D1 LGP Dozerw/SlopeA	XKL00183	HR
EQP	A	Crawler Tractors	15.45067	Dozer, Cat D4 AccuGrade 2021	CAT D4 Accugrade Dozer	JPH00236	HR
EQP	A	Crawler Tractors	15.45068	Dozer, Cat D1 2021	RPO 2021 D1 Dozer w GPS	XKL00405	HR
EQP	A	Crawler Tractors	15.45069	Dozer, JD 700K LGP 2019	JD 700K LGP	1T0700KXLKF354809	HR
EQP	A	Crawler Tractors	15.45070	Dozer, JD 550K LGP 2016	JD 550K LGP	1T0550KXJGF299109	HR
EQP	A	Crawler Tractors	15.45071	Dozer, CAT D5K2 LGP 2014	2014 CAT D5K2 LGP	CAT0D5K2VKYY01469	HR
EQP	A	Crawler Tractors	15.45072	Dozer, Komatsu D37PX-24 2017	2017 Komatsu D37PC-24	KMT0D131LGA085057	HR
EQP	A	Crawler Tractors	15.45073	Dozer, JD 450J LGP 2012	2012 JD 450J LGP	1T0450JXLCD228212	HR
EQP	A	Crawler Tractors	15.45074	Dozer, CAT D3K2LGP 2018	2018 CAT Tractor	KL207540	HR
EQP	A	Crawler Tractors	15.45075	Dozer, CAT D1 LGP 2021	2021 D1 Dozer	XKL00521	HR
EQP	A	Crawler Tractors	15.45076	Dozer, Komatsu D39PXi-24 2020	2020 Komatsu D39PXi-24	96802	HR
EQP	A	Crawler Tractors	15.45077	Dozer, JD 550K LGP 2018	2018 JD 550K LGP	1T0550KXTJF337803	HR
EQP	A	Crawler Tractors	15.45079	Dozer, JD 650k LGP 2013	2013 JD 650K LGP	1T0650KXCDE248314	HR
EQP	A	Crawler Tractors	15.45080	Dozer, JD 650k LGP 2014	2013 JD 650k LGP	1T0650KXHEE262298	HR
EQP	A	Crawler Tractors	15.45081	Dozer, JD 650K LGP 2018	2018 JD 650K LGP	1T0650KXHJF328891	HR
EQP	A	Crawler Tractors	15.45082	Dozer, JD 650K LGP 2019	2019 JD 650K LGP	1T0650KXCKF364916	HR
EQP	A	Crawler Tractors	15.45083	Dozer, JD 650k LGP 2019	2019 JD 650K LGP	1T0650KXCKF364432	HR
EQP	A	Crawler Tractors	15.45084	Dozer, Komatsu D39PX-24 2017	2017 Komatsu D39PX-24	KMT0D130PGA095263	HR
EQP	A	Crawler Tractors	15.45085	Dozer, Komatsu D39PX-24 2017	2017 Komatsu D39PX-24	KMT0D130PGA095568	HR
EQP	A	Crawler Tractors	15.45087	Dozer, JD 750K LGP 2018	2018 JD 750K LGP	1T0750KXEJF335423	HR
EQP	A	Crawler Tractors	15.45088	Dozer, JD 750K LGP 2018	2018 JD 750K LGP	1T0750KXKJF334973	HR
EQP	A	Crawler Tractors	15.45089	Dozer, Cat D3K LGP 2022	2022 D3K LGP Dozer	XKY02381	HR
EQP	A	Crawler Tractors	15.45090	Dozer, JD 450K 2019	2019 JD 450K Dozer	1T0450KXEKF358060	HR
EQP	A	Crawler Tractors	15.45091	Dozer, Cat D4 2021	2021 CAT D4 Dozer	JPH00598	HR
EQP	A	Crawler Tractors	15.45092	RPO Dozer, Cat D3K 2021	RPO 2021 D3K Dozer	KL207632	HR
EQP	E	Wheel Loaders	15.46014	IP Loader Cat938G 2002	2002 Cat 938G Loader	6SW01304	HR
EQP	E	Wheel Loaders	15.46027	Loader, Cat 938G 2005	2005 Cat 938G Loader	RTB01163	HR
EQP	E	Wheel Loaders	15.46028	Loader, Komatsu WA380-5 2006	2006 Komatsu WA380-5 Load	A52636	HR
EQP	E	Wheel Loaders	15.46029	Loader, Cat 950H 2006	2006 Cat 950H Loader	KSK01033	HR
EQP	E	Wheel Loaders	15.46030	Loader, Cat 950H 2006	2006 Cat 950H Loader	KSK01035	HR
EQP	E	Wheel Loaders	15.46044	Loader, Komatsu WA250 2007	2007 Komatsu WA250 Loader	A74523	HR
EQP	E	Wheel Loaders	15.46051	Loader, Cat 938H 2008	2008 CAT 938H LOADER	JKM00163	HR
EQP	E	Wheel Loaders	15.46053	Loader, Cat 938H 2009	2009 CAT 938H LOADER	JKM00160	HR
EQP	E	Wheel Loaders	15.46065	Loader, Cat 950H 2006	2006 Cat 950H Loader	KSK00374	HR
EQP	E	Wheel Loaders	15.46069	Loader, Komatsu WA320P2-6 2009	2009 Komatsu WA320P2-6 Lo	70916	HR
EQP	E	Wheel Loaders	15.46075	PLT Loader,Komatsu WA470 2017	2017 Komatsu WA470 Loader	A49256	HR
EQP	E	Wheel Loaders	15.46076	Loader,Cat 930M 2018	2018 CAT 930M Loader	KTG03564	HR
EQP	E	Wheel Loaders	15.46077	Loader, Cat 930M 2018	2018 CAT 930M Loader	KTG03693	HR
EQP	E	Wheel Loaders	15.46078	Loader, JD 544K 2018	2018 John Deere 544K	1DW544KZESF685677	HR
EQP	E	Wheel Loaders	15.46080	PLT Loader, Volvo L110H 2015	2015 Volvo L110H Loader	L110H10411	HR
EQP	E	Wheel Loaders	15.46081	PLT Loader, Cat 966M 2019	2019 CAT Loader 966M	GMS00587	HR
EQP	E	Wheel Loaders	15.46082	PLT Loader, Cat 966M 2019	2019 CAT Loader 966M	EJA02165	HR
EQP	E	Wheel Loaders	15.46088	Loader, JD 544J 2005	2005 JD 544J Loader	DW544JZ598426	HR
EQP	E	Wheel Loaders	15.46094	RB Auction, Komatsu WA270 2014	2014 Komatsu WA270	80546	HR
EQP	E	Wheel Loaders	15.46095	Loader, CAT 930K 2014	2014 CAT 930K Loader	RHN03455	HR
EQP	E	Wheel Loaders	15.46097	Loader, CAT 930K 2014	2014 CAT 930K Loader	RHN02651	HR
EQP	E	Wheel Loaders	15.46098	Loader, JD 544K 2013	2013 JD 544K Loader	1DW544KZADE653060	HR
EQP	E	Wheel Loaders	15.46100	Loader, Komatsu WA270 2018	2018 Komatsu WA270	83910	HR
EQP	E	Wheel Loaders	15.46102	Loader, JD 544L 2019	2019 JD 544L Loader	1DW544LZCKF695580	HR
EQP	E	Wheel Loaders	15.46103	Loader, JD 624K 2015	2015 JD 624K Loader	1DW624KPTFF670499	HR
EQP	E	Wheel Loaders	15.46104	PLT Loader, Volvo L150G 2015	2015 Volvo L150G	4574	HR
EQP	E	Wheel Loaders	15.46105	RB Auction, Komatsu WA470 2016	2016 Komatsu WA470	A49144	HR
EQP	E	Wheel Loaders	15.46108	Loader, CAT 938M 2020	2020 CAT 938M	J3R08028	HR
EQP	E	Wheel Loaders	15.46109	Loader, CAT 938M 2021	2021 CAT 938M	J3R07552	HR
EQP	E	Wheel Loaders	15.46110	Loader, JD 624P 2021	2021 JD 624P Loader	MLZ10965	HR
EQP	E	Wheel Loaders	15.46111	Loader, JD 624P 2021	2021 JD 624P Loader	MLZ10555	HR
EQP	E	Wheel Loaders	15.46112	Loader, Komatsu WA380-8 2017	2017 Komatsu WA380-8	KMTWA130HHNA74407	HR
EQP	E	Wheel Loaders	15.46113	Loader, JD 544K-II 2018	2018 John Deere 544K-II	1DW544KZHHF684280	HR
EQP	E	Wheel Loaders	15.46114	Loader, JD 544K 2015	2015 John Deere	1DW544KZTFE669673	HR
EQP	E	Wheel Loaders	15.46115	Loader, JD 444J 2005	2005 John Deere 444J	DW444JZ594914	HR
EQP	E	Wheel Loaders	15.46116	PLT Loader, John Deere 744L 21	2021 John Deere 744L	1DW744LXKMF710559	HR

EQP	E	Wheel Loaders	15.46117	PLT Loader, CAT 966M 2022	2022 CAT 966M	CAT8966MVEJA03816	HR
EQP	E	Wheel Loaders	15.46118	Loader, JD 524K II 2017	2017 JD 524K II Loader	1DW524KZAHF681799	HR
EQP	E	Wheel Loaders	15.46119	Loader, JD 524K II 2018	2018 JD 524K II Loader	1DW524KZCJF690151	HR
EQP	E	Wheel Loaders	15.46120	Loader, JD 524K II 2018	2018 JD 524K II Loader	1DW524KZDJF690148	HR
EQP	E	Wheel Loaders	15.46121	Loader, JD 524K II 2018	2018 JD 524K II Loader	1DW524KZTJF685994	HR
EQP	E	Wheel Loaders	15.46122	Loader, JD 524K II 2018	2018 JD 524K II Loader	1DW524KZEJF685894	HR
EQP	E	Wheel Loaders	15.46123	Loader, JD 524K II 2018	2018 JD 524K II Loader	1DW524KZVJF689843	HR
EQP	E	Wheel Loaders	15.46124	Loader, JD 544K 2013	2013 JD 544K Loader	1DW544KZTDE650683	HR
EQP	E	Wheel Loaders	15.46125	Loader, JD 544K 2015	2015 JD 544K Loader	1DW544KZEFE669668	HR
EQP	E	Wheel Loaders	15.46126	Loader, JD 544K II 2017	2017 JD 544K II Loader	1DW544KZEHF684149	HR
EQP	E	Wheel Loaders	15.46127	Loader, JD 544K II 2017	2017 JD 544K II Loader	1DW544KZCHF691101	HR
EQP	E	Wheel Loaders	15.46128	Loader, JD 524K II 2018	2018 JD 544K II Loader	1DW544KZKJF689878	HR
EQP	E	Wheel Loaders	15.46131	Loader, JD 544K 2013	2013 JD 544K Wheel Loader	1DW544KZPDE655030	HR
EQP	E	Wheel Loaders	15.46132	Loader, JD 544K 2014	2014 JD 544K Wheel Loader	1DW544KZTEE663239	HR
EQP	E	Wheel Loaders	15.46133	Loader, JD 544K 2015	2015 JD 544K Wheel Loader	1DW544KZAFE670220	HR
EQP	E	Wheel Loaders	15.46134	Loader, JD 624K 2013	2013 JD 624K Wheel Loader	1DW624KZADE654591	HR
EQP	E	Wheel Loaders	15.46135	PLT Loader, JD 624K 2013	2013 JD 624K Wheel Loader	1DW624KZHGF673711	HR
EQP	E	Wheel Loaders	15.46136	Loader, Komatsu WA320-8 2018	2018 Komatsu WA320-8	KMTWA13SHHNA38261	HR
EQP	E	Wheel Loaders	15.46137	Loader, JD 544 2021	2021 JD Loader 544	1DW544PAJMLZ12365	HR
EQP	E	Wheel Loaders	15.46138	Loader, JD 544 2021	2021 John Deere 544 Loade	1DW544PAKMLZ11571	HR
EQP	F	Skid Steer Loaders	15.46139	Loader, JD 317G 2019	2019 JD 317G Loader	1T0317GJVKJ361651	HR
EQP	E	Wheel Loaders	15.46140	PLT Loader, John Deere 824L 22	RPO 2022 JD 824L Loader	1DW824LXVNL714855	HR
EQP	E	Wheel Loaders	15.46141	PLT Loader, CAT 966M 2022	RPO 2022 CAT 966MLL	EJA03871	HR
EQP	E	Wheel Loaders	15.46142	PLT Loader, Komatsu WA47510 22	RPO 2022 Komatsu WA475-10	A40188	HR
EQP	E	Wheel Loaders	15.46143	Loader, CAT 930M 2021	2021 CAT 930M Loader	F5K00846	HR
EQP	E	Wheel Loaders	15.46144	Loader, JD 544P 2021	2021 JD 544P Wheel Loader	1DW544PAEMLZ12469	HR
EQP	E	Wheel Loaders	15.46145	Loader, JD 524L 2020	2020 JD 524L Loader	1DW524LZPLF706880	HR
EQP	E	Wheel Loaders	15.46146	Loader, JD 544L 2019	2019 John Deere 544L Load	1DW544LZLKF696790	HR
EQP	E	Wheel Loaders	15.46147	Loader, JD 544L 2019	2019 John Deere 544L Load	1DW544LZEKF701554	HR
EQP	E	Wheel Loaders	15.46148	RPO Loader, Komatsu WA320-8 22	RPO 2022 Komatsu WA320-8	A39986	HR
VEH	E	Wheel Loaders	15.46149	RPO Loader, CAT 938M 2023	RPO 2023 CAT 938M	J3R10528	HR
EQP	C	Agricultural Tractors	15.47002	Tractor, Challenger MT445 2002	2002 Challenger MT445 Tra	L24181	HR
EQP	D	Tractor-Loader-Backhoes	15.47022	Loader/Dragbox, Cat 416D 2006	2006 Cat 416D Loader/Drag	B2D02207	HR
EQP	D	Tractor-Loader-Backhoes	15.47025	Stolen Loader/Backhoe, CAT 07	2007 Cat 430E Loader/Back	EAT00776	HR
EQP	D	Tractor-Loader-Backhoes	15.47029	Loader/Backhoe, Cat 430E 2007	2007 Cat 430E Loader/Back	EAT00832	HR
EQP	D	Tractor-Loader-Backhoes	15.47043	Loader/Dragbox, Cat 416D 2004	2004 Cat 416D Loader/Drag	BFP12994	HR
EQP	D	Tractor-Loader-Backhoes	15.47044	Loader/Dragbox, Cat414E 2008	2008 Cat 414E Loader/Drag	ELB00772	HR
EQP	D	Tractor-Loader-Backhoes	15.47047	Loader/Dragbox, Cat 414E 2008	2008 Cat 414E Loader/Drag	ELB00775	HR
EQP	C	Agricultural Tractors	15.47049	Tractor, John Deere 2015	5100E Utility Tractor	1LV5100EJFY440836	HR
EQP	D	Tractor-Loader-Backhoes	15.47050	Loader/Backhoe, Cat 420 2016	2016 Cat 420 Loader/Backh	CJWJ03105	HR
EQP	D	Tractor-Loader-Backhoes	15.47051	Loader/Backhoe, JD 310 2017	2017 John Deere 310SL	1T0310SLJHF314371	HR
EQP	D	Tractor-Loader-Backhoes	15.47053	Loader/Dragbox, JD 210L 2017	2017 John Deere 210L Load	1T8210ELCHJB94538	HR
EQP	F	Skid Steer Loaders	15.47054	Tractor, Cat 299D2 2018	2018 CAT 299D2	FD203362	HR
EQP	D	Tractor-Loader-Backhoes	15.47055	Loader/Backhoe, Case 590SN 13	2013 Case 590SN	JJGNS95NC591252	HR
EQP	C	Agricultural Tractors	15.47056	GCT Tractor,New Holland 2003	2003 New Holland Tractor	HK17491	HR
EQP	C	Agricultural Tractors	15.47060	Tractor, New Holland 2007	2007 New Holland TC45A	Z7DB04369	HR
EQP	C	Agricultural Tractors	15.47061	Tractor, Kubota M126 2012	2012 Kubota M126X Tractor	50171	HR
EQP	C	Agricultural Tractors	15.47062	Tractor, New Holland T4 2017	2017 New Holland T4.75	ZHAH51240	HR
EQP	C	Agricultural Tractors	15.47064	Tractor, Kubota M6S 2018	2018 Kubota M6S Tractor	51373	HR
EQP	D	Tractor-Loader-Backhoes	15.47065	Loader/Backhoe, CAT 420F2 2020	2020 CAT 420F2	HWC05810	HR
EQP	F	Skid Steer Loaders	15.47066	Tractor, JD 333G 2021	2021 John Deere 333G Load	1T0333GMLMF403838	HR
EQP	D	Tractor-Loader-Backhoes	15.47067	Tractor, JD 310SL 2015	2015 JD 310SL	1T0310SLVFF280528	HR
EQP	C	Agricultural Tractors	15.47068	Tractor, JD 8520 2002	2002 JD 8520	RW8520P0022854	HR
EQP	C	Agricultural Tractors	15.47069	Tractor, Kubota M7060D 2019	2019 Kubota M7060D	79199	HR
EQP	C	Agricultural Tractors	15.47070	Tractor, NewHolland TN75A 2012	2012 New Holland TN75A	HJE016034	HR
EQP	C	Agricultural Tractors	15.47071	Tractor, JD 5055E 2014	2014 JD 5055E	1PY5055EHEB025662	HR
EQP	C	Agricultural Tractors	15.47072	Tractor, JD 5300 2001	2001 John Deere 5300 Util	LV53000331614	HR
EQP	C	Agricultural Tractors	15.47073	Tractor, Massey Ferg 2315 2002	2002 Massey Ferg 2315	9681L36117	HR
EQP	C	Agricultural Tractors	15.47074	Tractor, Massey Ferg 2315 2003	2003 Massey Ferg 2315	9681M31045	HR
EQP	C	Agricultural Tractors	15.47076	Tractor, Kubota L4760HSTC 21	2021 Kubota L4760HSTC Tra	42597	HR
EQP	D	Tractor-Loader-Backhoes	15.47077	Loader/Backhoe, CAT 420XE 2023	2023 CAT 420XE	H9X02271	HR
EQP	G	Scrapers & Box Blades	15.48007	Scraper, Cat 613C 2006	2006 Cat 613C Scraper	BLJ02892	HR
EQP	G	Scrapers & Box Blades	15.48008	Scraper, Cat 615CII 2005	2005 Cat 615CII Scraper	9XG01861	HR
EQP	G	Scrapers & Box Blades	15.48015	Scraper, Cat 613C 2005	2005 Cat 613C Scraper	BLJ02860	HR
EQP	G	Scrapers & Box Blades	15.48016	Scraper, Cat 613C 2005	2005 Cat 613C Scraper	BLJ02878	HR
EQP	G	Scrapers & Box Blades	15.48017	Scraper, Cat 615CII 2006	2006 Cat 615CII Scraper	9XG01973	HR
EQP	G	Scrapers & Box Blades	15.48018	Scraper, Cat 615C 2005	2005 Cat 615C Scraper	9XG01820	HR
EQP	G	Scrapers & Box Blades	15.48019	Scraper, Cat 615CII 2006	2006 Cat 615CII Scraper	9XG02011	HR
EQP	H	Graders	15.49014	Motorgrader, Cat 12H 2005	2005 Cat 12H Motorgrader	AMZ007734	HR
EQP	H	Graders	15.49015	Motorgrader, Cat 140H 2004	2004 Cat 140H Motorgrader	CCA00483	HR
EQP	H	Graders	15.49026	Motorgrader, Cat 12H 2007	2007 Cat 12H Motorgrader	CBK01307	HR
EQP	H	Graders	15.49027	Motorgrader, Cat 12M 2008	2008 Cat 12M Motorgrader	B9R00070	HR
EQP	H	Graders	15.49028	Motorgrader, Cat 12M 2009	2009 Cat 12M Motorgrader	B9F00490	HR
EQP	H	Graders	15.49034	Motorgrader, Cat 12H 2004	2004 Cat 12H Motorgrader	AMZ00417	HR

EQP	H	Graders	15.49038	Motorgrader, Cat 12M 2011	2011 Cat 12M Motorgrader	B9F00946	HR
EQP	H	Graders	15.49039	Motorgrader, Cat 12M 2012	2012 Cat 12M Motorgrader	B9F01011	HR
EQP	H	Graders	15.49040	Motorgrader, Cat 12M 2012	2012 Cat 12M Motorgrader	B9F01013	HR
EQP	H	Graders	15.49041	Motorgrader, JD 672G 2016	2016 672G Motor Grader	670958	HR
EQP	H	Graders	15.49042	Motorgrader, CAT 12M3 2018	2018 12M3 MotorGrader	0N9F00923	HR
EQP	H	Graders	15.49043	Motorgrader, Cat 12M3 2018	2018 12M3 Motor Grader	N9F00852	HR
EQP	H	Graders	15.49044	Motorgrader, Cat 12M 2011	2011 Cat 12M Motorgrader	MCB9C01003	HR
EQP	H	Graders	15.49046	Motorgrader, Leeboy 965B 2019	2019 965B Leeboy Grader	241450	HR
EQP	H	Graders	15.49048	Motorgrader, Cat 12H 2007	2007 Cat 12H Motorgrader	AMZ1272	HR
EQP	H	Graders	15.49053	Motorgrader, Cat 12H 2006	2006 Cat 12H Grader	AMZ 01053	HR
EQP	H	Graders	15.49054	Motorgrader, JD 670B 1994	1994 John Deere 670B	DW670BK547951	HR
EQP	H	Graders	15.49055	Motorgrader, JD 672G 2022	2022 JD 672G w/ Robotic S	1DW672GPCNF713220	HR
EQP	H	Graders	15.49056	Motorgrader, CAT 120H 2005	2005 CAT 120H Motorgrader	CAT0120HCCAF00498	HR
EQP	H	Graders	15.49057	Motorgrader, CAT 12M 2011	2011 Cat 12M Motorgrader	CAT0012MPB9F01301	HR
EQP	H	Graders	15.49058	Motorgrader, CAT 12M3 2017	2017 Cat 12M3 Motorgrader	CAT0012MHN9R00320	HR
EQP	H	Graders	15.49059	Motorgrader, JD 670G 2011	2011 John Deere 670G Moto	1DW670GXTBE635738	HR
EQP	H	Graders	15.49060	Motorgrader, JD 670GP 2012	2012 John Deere 670GP Mot	1DW670GPTCE643310	HR
EQP	H	Graders	15.49061	Motorgrader, JD 772G 2015	2015 John Deere 772G AWD	1DW772GXTFF669761	HR
EQP	H	Graders	15.49062	Motorgrader, CAT 120 JOY 2020	2020 CAT 120 JOY	0Y9C00817	HR
EQP	48	Dump Off Rd	15.50018	Off Road Dump Tk, CAT 725 2014	2014 Cat 725	OTFB00266	HR
EQP	48	Dump Off Rd	15.50019	Off Road Dump Tk, CAT 725 2014	2014 Off Road Dump 725	OTFB00267	HR
EQP	48	Dump Off Rd	15.50020	Off Road Dump Tk, JD 300D2 17	2017 JD 300D2	1DW300DXHBD638006	HR
EQP	48	Dump Off Rd	15.50021	Off Road Dump Tk, VolvoA30G 20	2020 Volvo A30G	E0A30GP00752034	HR
EQP	48	Dump Off Rd	15.50022	Off Road DumpTk, Volvo A25G 18	2018 Volvo A25G RPO	742216	HR
EQP	48	Dump Off Rd	15.50023	Off Road DumpTk, Volvo A25G 19	2019 Volvo A25G RPO	742311	HR
EQP	48	Dump Off Rd	15.50024	Off Road DumpTk, Volvo A25G 17	2018 Volvo A25G RPO	742022	HR
EQP	48	Dump Off Rd	15.50025	Off Road DumpTk, Volvo A25G 18	2018 Volvo A25G RPO	742087	HR
EQP	48	Dump Off Rd	15.50026	Off Road DumpTk, Volvo A25G 18	2018 Volvo A25G RPO	742091	HR
EQP	48	Dump Off Rd	15.50027	Off Road DumpTk, Volvo A25G 19	2019 Volvo A25G RPO	742298	HR
EQP	48	Dump Off Rd	15.50028	Off Road DumpTk, Volvo A25G 19	2019 Volvo A25G RPO	742313	HR
EQP	I	Excavation Equipment	15.51020	Excavator, Cat 330DL 2006	2006 Cat 330DL	MWP00494	HR
EQP	I	Excavation Equipment	15.51034	RB Auction Ex, Cat 330DL 2007	2007 Cat 330DL	MWP02598	HR
EQP	I	Excavation Equipment	15.51042	Excavator, Cat 303.5CR 2007	2007 Cat 303.5 CR	DMY00983	HR
EQP	I	Excavation Equipment	15.51045	Excavator, Cat 320CL 2005	2005 Cat 320CL Excavator	PAB02994	HR
EQP	I	Excavation Equipment	15.51056	Excavator, Cat 324DL 2009	2009 Cat 324DL	JJG01082	HR
EQP	I	Excavation Equipment	15.51060	Excavator, Cat 308E 2015	2015 Cat 308E	FJX04483	HR
EQP	I	Excavation Equipment	15.51061	Excavator, JD 50G 2016	2017 John Deere 50G	283595	HR
EQP	I	Excavation Equipment	15.51062	Excavator, JD 60G 2016	2016 John Deere 60G	286192	HR
EQP	I	Excavation Equipment	15.51063	Excavator,Cat 326F 2017	2017 Cat 326F Excavator	WGL10313	HR
EQP	I	Excavation Equipment	15.51064	Excavator, JD 210G 2017	2017 John Deere Excavator	1FF210GXCHF525389	HR
EQP	I	Excavation Equipment	15.51065	Excavator, JD 210G 2018	2018 John Deere Excavator	1FF210GXJHF525172	HR
EQP	I	Excavation Equipment	15.51068	Excavator, JD 85G 2019	2019 JD 85G	1FF085GXEKK020942	HR
EQP	I	Excavation Equipment	15.51074	Excavator, Komatsu PC210 2017	2017 PC200 Komatsu	S00435	HR
EQP	I	Excavation Equipment	15.51082	Excavator, CAT 336EL 2013	2013 CAT 336EL Excavator	JRJ00245	HR
EQP	I	Excavation Equipment	15.51084	Excavator, Bobcat E63 2017	2017 Bobcat E63 Mini	B34R11586	HR
EQP	I	Excavation Equipment	15.51085	Excavator, Komatsu PC210 2017	2017 PC210 Komatsu	C80257	HR
EQP	I	Excavation Equipment	15.51088	Excavator, CAT 336FL 2018	2018 CAT 336FL Excavator	RKB20750	HR
EQP	I	Excavation Equipment	15.51089	Excavator, CAT 305.5E 2015	2015 CAT 305.5E	EDX00867	HR
EQP	I	Excavation Equipment	15.51090	Excavator, John Deere 85G 2020	2020 John Deere 85G	FF085GXHKJ021135	HR
EQP	I	Excavation Equipment	15.51092	Excavator, CAT 336 2020	2020 CAT 336	DKS01898	HR
EQP	I	Excavation Equipment	15.51093	Excavator, CAT 330GC 2021	2021 CAT 330GC	SCZ10066	HR
EQP	I	Excavation Equipment	15.51094	Excavator,Cat 330GC 2021	2021 Cat 330GC Excavator	GDW00217	HR
EQP	I	Excavation Equipment	15.51095	Excavator, Cat 315GC 2021	2021 CAT 315GC Excavator	FTY00151	HR
EQP	I	Excavation Equipment	15.51096	Excavator, JD 300G 2018	2018 John Deere 300G	1FF300GXCJF730733	HR
EQP	I	Excavation Equipment	15.51097	Excavator, Doosan DX300LC 2007	2007 Doosan DX300LC	DHKHECG0S7006179	HR
EQP	I	Excavation Equipment	15.51098	Excavator, Doosan DX225LC 2016	2007 Doosan DX300LC	DHKCEBA0KE0001667	HR
EQP	I	Excavation Equipment	15.51099	Excavator, Komatsu PC210 2016	2016 Komatsu PC210LC-11	KMTPC257AFS00162	HR
EQP	I	Excavation Equipment	15.51100	Excavator, JohnDeere 135G 2019	2019 John Deere 135G	1FF135GXKJFS01168	HR
EQP	I	Excavation Equipment	15.51101	Excavator, Bobcat E55 2019	2019 Bobcat E55	A11913557	HR
EQP	I	Excavation Equipment	15.51102	Excavator, CAT 305.5 E2 2018	2018 CAT 305.5 E2	CAT305SECCR505630	HR
EQP	I	Excavation Equipment	15.51103	Excavator, Kubota KX057-4 2012	2012 Kubota KX057-4	21658	HR
EQP	I	Excavation Equipment	15.51104	Excavator, Bobcat E42 2015	2015 Bobcat E42	AG3414453	HR
EQP	I	Excavation Equipment	15.51105	Excavator, Bobcat E35i 2020	2020 Bobcat E35i	B3Y216139	HR
EQP	I	Excavation Equipment	15.51106	Excavator, Bobcat E26 2014	2014 Bobcat E26	B33211303	HR
EQP	I	Excavation Equipment	15.51107	Excavator, John Deere 60G 2021	2021 John Deere 60G w Thu	1FF060GXJMJ294463	HR
EQP	I	Excavation Equipment	15.51108	Excavator, John Deere 60G 2021	2021 John Deere 60G w Thu	1FF060GXAMJ294161	HR
EQP	I	Excavation Equipment	15.51109	Excavator, JohnDeere 160G 2017	2017 John Deere 160G Exca	1FF160GXAHF056845	HR
EQP	I	Excavation Equipment	15.51110	Excavator, Komatsu PC210L 2014	2014 Komatsu PC210LC Exca	KMTPC243HS4A10379	HR
EQP	I	Excavation Equipment	15.51111	Excavator, JohnDeere 245G 2018	2018 John Deere 245G Exca	1FF245GXHJF800685	HR
EQP	I	Excavation Equipment	15.51113	Excavator, JohnDeere 120C 2005	2005 John Deere 120C Exca	FF120CX035349	HR
EQP	I	Excavation Equipment	15.51114	Excavator, Komatsu PC228U 17	2017 Komatsu PC228US Exca	KMTPC250CHC003348	HR
EQP	I	Excavation Equipment	15.51115	Excavator, Komatsu PC290L 2017	2017 Komatsu PC290LC Exca	KMTPC255PHWA27696	HR
EQP	I	Excavation Equipment	15.51116	Excavator, Hitachi 350LC 2015	2015 Hitachi 350LC Excava	1FFDDC70TEE930725	HR
EQP	I	Excavation Equipment	15.51117	Excavator, JohnDeere 350G 2015	2015 John Deere 350G Exca	1FF350GXCFF810722	HR

EQP	I	Excavation Equipment	15.51118	Excavator, JohnDeere 245G 2017	2017 John Deere 245G Exca	1FF245GXHGF800095	HR
EQP	I	Excavation Equipment	15.51119	Excavator, JohnDeere 210G 2019	2019 John Deere 210G Exca	1FF210GXTKF527913	HR
EQP	I	Excavation Equipment	15.51120	Excavator, JohnDeere 245G 2020	2020 John Deere 245G Exca	1FF245GXLKF801416	HR
EQP	I	Excavation Equipment	15.51121	Excavator, JohnDeere 300G 2019	2019 John Deere 300G Exca	1FF300GXLKF731452	HR
EQP	I	Excavation Equipment	15.51123	Excavator, JohnDeere 245G 2020	2020 John Deere 245G Exca	1FF245GXJKF801412	HR
EQP	I	Excavation Equipment	15.51124	Excavator, JohnDeere 210G 2019	2019 John Deere 210G Exca	1FF210GXEKF527858	HR
EQP	I	Excavation Equipment	15.51125	Excavator, JohnDeere 245G 2020	2020 John Deere 245G Exca	1FF245GXAKF801415	HR
EQP	I	Excavation Equipment	15.51126	Excavator, JohnDeere 210G 2017	2017 John Deere 210G Exca	1FF210GXHHF525034	HR
EQP	I	Excavation Equipment	15.51127	Excavator, JohnDeere 300G 2019	2019 John Deere 300G Exca	1FF300GXAKF731353	HR
EQP	I	Excavation Equipment	15.51128	Excavator, JohnDeere 300G 2019	2019 John Deere 300G Exca	1FF300GXAKF731298	HR
EQP	I	Excavation Equipment	15.51129	Excavator, JohnDeere 350G 2008	2008 John Deere 350G Exca	FF350DX806545	HR
EQP	I	Excavation Equipment	15.51130	Excavator, John Deere 85G 2015	2015 John Deere 85G Excav	1FF085GXJFJ018136	HR
EQP	I	Excavation Equipment	15.51131	Excavator, John Deere 50G 2019	2019 John Deere 50G Excav	1FF050GXKJH289188	HR
EQP	I	Excavation Equipment	15.51133	Excavator, John Deere 50G 2014	2014 John Deere 50G Excav	1FF050GXPDH280901	HR
EQP	I	Excavation Equipment	15.51134	Excavator, Komatsu PC55MR 2017	2017 Komatsu PC55MR5 Exca	KMTPC259AHE020549	HR
EQP	I	Excavation Equipment	15.51136	Excavator, John Deere 75G 2015	2015 John Deere 75G Excav	1FF075GXHFJ015540	HR
EQP	I	Excavation Equipment	15.51137	Excavator, John Deere 50G 2016	2016 John Deere 50G Excav	1FF050GXEGH284866	HR
EQP	I	Excavation Equipment	15.51138	Excavator, John Deere 35G 2017	2017 John Deere 35G Excav	1FF035GXCGK277603	HR
EQP	I	Excavation Equipment	15.51139	Excavator, John Deere 85G 2017	2017 John Deere 85G Excav	1FF085GXTHJ019107	HR
EQP	F	Skid Steer Loaders	15.51140	Tractor, John Deere 325G 2019	19 John Deere 325G Skid S	1T0325GXCKJ352327	HR
EQP	I	Excavation Equipment	15.51141	Excavator, CAT 349 2022	2022 CAT 349	RYG20670	HR
EQP	I	Excavation Equipment	15.51142	Excavator, Komatsu PC360LC 22	2022 Komatsu PC360LC-11	A38668	HR
EQP	I	Excavation Equipment	15.51143	Excavator, JohnDeere 300G 2019	2019 John Deere 300G Exca	1FF300GXJKF731297	HR
EQP	I	Excavation Equipment	15.51144	RPO Excavator,CAT 330 2022	RPO 2022 CAT 330 Excavato	WCH30385	HR
EQP	I	Excavation Equipment	15.51145	RPO Excavator, Komatsu PC23 22	RPO 22 Komatsu PC238 Exca	9052	HR
EQP	I	Excavation Equipment	15.51146	RPO Excavator, JD 30G 2022	RPO 2022 JD 30G Excavator	1FF030GXCPKZ39469	HR
EQP	K	Compaction Equipment	15.53009	Roller, Ing-Rand PT125R Traf01	2001 Ing-Rand PT125R Traf	162761	HR
EQP	K	Compaction Equipment	15.53021	Roller, Tampo 48" SF Pull Type	Tampo 48" Sheepfoot Rolle		HR
EQP	K	Compaction Equipment	15.53022	Roller, Tampo 48" SF Pull Type	Tampo 48" Sheepfoot Rolle		HR
EQP	K	Compaction Equipment	15.53023	Roller, Grid Pull Type	Grid Roller/Pull Type		HR
EQP	K	Compaction Equipment	15.53049	Roller, Cat CS563D Vib 2002	2002 Cat CS563D Vibratory	9MW01065	HR
EQP	K	Compaction Equipment	15.53051	Roller, Cat CS563D Vib 2002	2002 Cat CS563D Vibratory	9MW01291	HR
EQP	K	Compaction Equipment	15.53052	Roller, Cat CS533D Vib 2004	2004 Cat CS533D Vibratory	ASL00188	HR
EQP	K	Compaction Equipment	15.53053	Roller, Ing-Rand PT125R, 2003	2003 Ing-Rand PT125R Roll	174519	HR
EQP	K	Compaction Equipment	15.53058	Roller, Cat CS533E Vib 2005	2005 Cat CS533E Vibratory	ASL00329	HR
EQP	K	Compaction Equipment	15.53065	Roller, Bomag 530AH 2002	2002 Bomag 530AH Roller	9A2Z201945	HR
EQP	K	Compaction Equipment	15.53088	Roller, Cat CS423E Vib 2007	2007 Cat CS423E Vibratory	AST00490	HR
EQP	K	Compaction Equipment	15.53092	Roller, Dynapac 3 Wheel 2008	2008 Dynapac CS142 3Wheel	21120269	HR
EQP	K	Compaction Equipment	15.53093	Roller, Ing-Rand PT240R Traf08	2008 Ing-Rand PT240R Traf	197735	HR
EQP	K	Compaction Equipment	15.53094	Roller, Ing-Rand PT240R Traf08	2008 Ing-Rand PT240R Traf	198377	HR
EQP	K	Compaction Equipment	15.53104	Roller, DynapacCS141 3Wheel 14	2014 CS141 Dynapac 3 Whee	21720302	HR
EQP	K	Compaction Equipment	15.53107	Roller, Cat CS583 Vib 2001	2001 Cat CS583 Vibratory	2CZ00147	HR
EQP	K	Compaction Equipment	15.53108	Roller, Cat CS533E Vib 2005	2005 Cat CS533E Vibratory	ASL00755	HR
EQP	K	Compaction Equipment	15.53109	Roller, Cat CS533E Vib 2006	2006 Cat CS533E Vibratory	DAK00360	HR
EQP	K	Compaction Equipment	15.53112	Roller, Cat CB334E Vib 2006	2006 Cat CB334E Vib Rolle	C3A00120	HR
EQP	K	Compaction Equipment	15.53115	Roller, Cat CB334E Vib 2007	2007 Cat CB334E Vib Rolle	C3A00359	HR
EQP	K	Compaction Equipment	15.53117	Roller, Cat CS54 Vib 2009	2005 Cat CS54 Vibratory R	C5R00145	HR
EQP	K	Compaction Equipment	15.53118	Roller, Cat CB34 Vib 2009	2009 Cat CB34 Vib Roller	34500335	HR
EQP	K	Compaction Equipment	15.53120	Roller, Cat CB434D Vib 2009	2009 Cat CB434D Vib Rolle	CNH00981	HR
EQP	K	Compaction Equipment	15.53121	Roller, Cat CB34 Vib 2009	2009 Cat CB34 Vib Roller	34500413	HR
EQP	K	Compaction Equipment	15.53123	Roller, Dynapac CP142 Ro, 2009	2009 Dynapac CP142 Roller	2163BR2320	HR
EQP	K	Compaction Equipment	15.53124	Roller, Dynapac 3 Wheel 2009	2009 Dynapac CS142 3Wheel	21120278	HR
EQP	K	Compaction Equipment	15.53127	Roller, Cat CB54XW Vib 2010	2010 Cat CB54XW Vib Rolle	JLM00312	HR
EQP	K	Compaction Equipment	15.53128	Roller, Cat CB54XW Vib 2010	2010 Cat CB54XW Vib Rolle	JLM00328	HR
EQP	K	Compaction Equipment	15.53129	Roller, Hamm HD120 VIB 2014	HD120WVibratory Asphalt R	H-1841054	HR
EQP	K	Compaction Equipment	15.53131	Roller,CAT CB54XW VIB 2014	CB54XW 2014	K3J00192	HR
EQP	K	Compaction Equipment	15.53132	Roller,CAT CB54XW VIB 2014	CB54XW 2014	K3J00193	HR
EQP	K	Compaction Equipment	15.53133	Roller, Cat CB34B 2016	2016 CB34B CAT Asphalt Ro	XB400154	HR
EQP	K	Compaction Equipment	15.53134	Roller,Hamm HD1201VVHF 2015	Roller HD1201VVHF	H2070008	HR
EQP	K	Compaction Equipment	15.53135	Roller,Cat CB54XW 2015	2015 CB54XW Asphalt Rolle	CK3J00275	HR
EQP	K	Compaction Equipment	15.53136	Roller,Cat CB64 2016	2016 CB64 Roller Vibrator	CS600197	HR
EQP	K	Compaction Equipment	15.53137	Roller, Cat CS54B Vib 2018	2018 Cat CS54B Vib Roll (	CS500581	HR
EQP	K	Compaction Equipment	15.53138	Roller, Bomag CB224E 2014	2014 Bomag CB224E Compact	901A22231091	HR
EQP	K	Compaction Equipment	15.53139	Roller, Cat CB224E 2006	2006 Cat CB224E Vib	2241754	HR
EQP	K	Compaction Equipment	15.53140	Roller, Hamm HD14VV 2012	2012 Hamm HD14VV Roller	H2010896	HR
EQP	K	Compaction Equipment	15.53141	Roller, Hamm HD090V 2012	2012 Hamm HD090V Tandem	H1810353	HR
EQP	K	Compaction Equipment	15.53142	Roller, Sakai SV505 2013	2013 Sakai Sv505 Dirt Rol	B188C22169V	HR
EQP	K	Compaction Equipment	15.53143	Roller, Sakai SW770ND 2015	2015 Sakai SW770ND Vib Ro	4SW48-10130	HR
EQP	K	Compaction Equipment	15.53144	Roller, Sakai SW850ND 2015	2015 Sakai SW850ND Compac	4SW56-50202C	HR
EQP	K	Compaction Equipment	15.53145	Roller, Leeboy 420 2005	2005 Leeboy 420	44824	HR
EQP	K	Compaction Equipment	15.53147	RB Auction, Leeboy 420 2007	2007 Leeboy 420	49318-70781	HR
EQP	K	Compaction Equipment	15.53148	Roller, CAT CS423 2005	2005 CAT CS423	BWG00173	HR
EQP	K	Compaction Equipment	15.53151	Roller, Hamm 3410 2011	2011 Hamm 3410 Roller	H1791506	HR
EQP	K	Compaction Equipment	15.53152	Roller, Hamm 3307 2013	2013 Hamm 3307 Roller	H1890633	HR

EQP	K	Compaction Equipment	15.53155	Roller, Bomag BW11 2005	2005 Bomag BW11RH	90122202156	HR
EQP	K	Compaction Equipment	15.53157	Roller, CAT CB54 2015	2015 CAT CB54	K3J00276	HR
EQP	K	Compaction Equipment	15.53158	Roller, Bomag BW11 2015	2015 Bomag BW11RH	101538701030	HR
EQP	K	Compaction Equipment	15.53159	Roller, Hamm 3410 2013	2013 Hamm 3410 Roller	H1792083	HR
EQP	K	Compaction Equipment	15.53160	Roller, CAT CS433 2004	2004 CAT CS433	ASR00202	HR
EQP	K	Compaction Equipment	15.53161	Roller, Hamm HD70 2020	2020 Hamm HD70 w/ Cutting	H1860780	HR
EQP	K	Compaction Equipment	15.53162	Roller, Bomag BW138 2019	2019 Bomag BW138AD	101650341284	HR
EQP	K	Compaction Equipment	15.53163	Roller, Hamm HD120 2012	2012 Hamm HD120	H1840278	HR
EQP	K	Compaction Equipment	15.53165	Roller, Hamm HD120 2012	2012 Hamm HD120	H1840908	HR
EQP	K	Compaction Equipment	15.53166	Roller, Ing Rand DD110 2002	2002 Ing Rand DD110	167623	HR
EQP	K	Compaction Equipment	15.53167	Roller, Cat CB34B 2020	2020 CB34B CAT Asphalt Ro	XB400938	HR
EQP	K	Compaction Equipment	15.53168	Roller, CAT CW16 2020	2020 CAT CW16	TL500480	HR
EQP	K	Compaction Equipment	15.53169	Roller, Sakai SW8840171C 2020	2020 Sakai SW8840171C	3SW79-40171	HR
EQP	K	Compaction Equipment	15.53170	Roller,Cat CB13 2021	2021 CAT CB13	PWP00282	HR
EQP	K	Compaction Equipment	15.53171	Roller, CAT CW16 2021	2021 CAT CW16	TL500521	HR
EQP	K	Compaction Equipment	15.53172	Roller, Hamm HD+ 120i VO 2021	2021 Hamm HD120 Roller	H2430235	HR
EQP	K	Compaction Equipment	15.53173	Roller, Hamm HD70 2021	2021 Hamm HD70 Roller	H1860828	HR
EQP	K	Compaction Equipment	15.53174	Roller, Hamm HD12VV 2021	HD12 Vibratory Asphalt Ro	H2302748	HR
EQP	K	Compaction Equipment	15.53175	Roller, Hamm 12VV 2021	2021 Hamm 12VV Roller	H2302580	HR
EQP	K	Compaction Equipment	15.53176	Roller, Cat CB15 2020	2020 CAT CB15 Roller	M9400274	HR
EQP	K	Compaction Equipment	15.53177	Roller, CAT CB15 2021	2021 CAT CB15 Roller	M9400240	HR
EQP	K	Compaction Equipment	15.53178	Roller, CAT CB15 2021	2021 CAT CB15 Roller	M9400334	HR
EQP	K	Compaction Equipment	15.53179	Roller, Sakai SW884ND 2020	2020 Sakai SW884ND	3SW79-40174	HR
EQP	K	Compaction Equipment	15.53180	Roller, CAT CW16 2019	2019 CAT CW16	TL500400	HR
EQP	K	Compaction Equipment	15.53181	Roller, CAT CB13 2021	2021 CAT CB13	PWP00757	HR
EQP	K	Compaction Equipment	15.53182	Roller, Bomag BW177D-5 2017	2017 Bomag BW177D Roller	101586491247	HR
EQP	K	Compaction Equipment	15.53183	Roller, Bomag BW177D-3 2007	2007 Bomag BW177D Roller	901581531509	HR
EQP	K	Compaction Equipment	15.53184	Roller, CAT CB36B 2020	2020 CAT CB36B	CATCB36BCM3600342	HR
EQP	K	Compaction Equipment	15.53185	Roller, Bomag BW138AD-5 2014	2014 Bomag BW138AD-5 Roll	101650301438	HR
EQP	K	Compaction Equipment	15.53186	Roller, Multiquip AR14H 2016	2016 Multiquip AR14H	160903	HR
EQP	K	Compaction Equipment	15.53187	Roller, Bomag BW11RH 1996	1996 Bomag BW11RH	A222CT1501T	HR
EQP	K	Compaction Equipment	15.53188	Roller, CAT CS56B 2020	2020 CAT CS56B	SS600998	HR
EQP	K	Compaction Equipment	15.53189	Roller, CAT CS56B 2020	2020 CAT CS56B	SS600589	HR
EQP	K	Compaction Equipment	15.53190	Roller, Sakai SW884ND 2021	2021 Sakai SW884ND	3SW79-40195	HR
EQP	K	Compaction Equipment	15.53191	Roller, Sakai SW884ND 2021	2021 Sakai SW884ND	3SW79-40116	HR
EQP	K	Compaction Equipment	15.53192	Roller, HAMM H10i 2020	2020 HAMM H10i	H2351001	HR
EQP	K	Compaction Equipment	15.53193	Roller, CAT PS150C 2005	2005 Cat PS150C	CATPS150EFPS00345	HR
EQP	K	Compaction Equipment	15.53194	Roller, CAT PS150C 2007	2007 Cat PS150C	CATPS150CFPS00676	HR
EQP	K	Compaction Equipment	15.53195	Roller, CAT CB224E 2005	2005 CAT 224E	22400831	HR
EQP	K	Compaction Equipment	15.53196	Roller, CAT CB54 XW 2011	2011 CAT CB54 XW	CAT0CB54CJLM00358	HR
EQP	K	Compaction Equipment	15.53197	Roller, CAT CB64 2013	2013 CAT CB64	CAT0CB64PDJM00457	HR
EQP	K	Compaction Equipment	15.53198	Roller, HAMM HD12VV 2018	2018 Hamm HD12VV	WGH0H230EHAA01789	HR
EQP	K	Compaction Equipment	15.53199	Roller, HAMM HD+70iVV 2018	2018 Hamm HD+70iVV Double	WGH0H1B6LHAA00548	HR
EQP	K	Compaction Equipment	15.53200	Roller, HAMM H7i 2016	2016 Hamm H7i Smooth Drum	H2221037	HR
EQP	K	Compaction Equipment	15.53201	Roller, Remote walk behind 12	2012 Roller w/ remote	NA-GOLIATH	HR
EQP	K	Compaction Equipment	15.53202	Roller, Walk Behind 1900	1900 Walk Behind Roller	1743616	HR
EQP	K	Compaction Equipment	15.53203	Roller, Bomag BW211D-3 2005	2005 Bomag BW211D-3	901580-861368	HR
EQP	K	Compaction Equipment	15.53204	Roller, Bomag BW211D-5 2017	2017 Bomag BW211D-5	101586081112	HR
EQP	K	Compaction Equipment	15.53206	Roller, Sakai SW504 2022	2022 Sakai SW504	1SW74-30288	HR
EQP	K	Compaction Equipment	15.53207	Roller, Bomag BW177D-5 2019	2019 Bomag Single Drum Ro	101587291014	HR
EQP	K	Compaction Equipment	15.53208	Roller, Sakai SW884ND 2022	2022 Sakai SW884ND	3SW79-40200	HR
EQP	K	Compaction Equipment	15.53209	Roller, CAT CB13 Tandem 22	2022 CAT CB13 Roller	PWP01054	HR
EQP	K	Compaction Equipment	15.53210	Roller, CAT CB13 Tandem 22	2022 CAT CB13 Roller	PWP01050	HR
EQP	K	Compaction Equipment	15.53211	Roller, CAT CB15 2022	2022 CAT CB15 Roller	M9400401	HR
EQP	K	Compaction Equipment	15.53212	Roller, Hamm HD70i 2021	2021 Hamm HD70i Roller	H1860408	HR
EQP	K	Compaction Equipment	15.53213	Roller, CAT CB7 2021	2021 CAT CB7 Roller	NLJ00155	HR
EQP	K	Compaction Equipment	15.53214	Roller, Hamm HD+ 120i VO 2021	2021 Hamm HD120 Roller	H2430332	HR
EQP	K	Compaction Equipment	15.53215	Roller, Hamm HD+ 120i VO 2020	2020 Hamm HD120 Roller	H243.0274	HR
EQP	K	Compaction Equipment	15.53216	Roller, Hamm HD14iVV 2022	2022 Hamm HD14iVV Roller	H265.0066	HR
EQP	K	Compaction Equipment	15.53217	Roller, Bomag BW177D 2021	2021 Bomag BW177D Roller	101587291166	HR
EQP	K	Compaction Equipment	15.53218	Roller, Bomag BW211D-5 2020	2020 Bomag BW211D-5	101586081606	HR
EQP	K	Compaction Equipment	15.53219	Roller, Bomag BW145D 2020	2020 Bomag BW145D Roller	101587281024	HR
EQP	K	Compaction Equipment	15.53220	Roller, Bomag BW177D 2020	2020 Bomag BW177D Roller	101587061246	HR
EQP	K	Compaction Equipment	15.53221	Roller, Bomag BW138D 2020	2020 Bomag BW138D Roller	101650461225	HR
EQP	K	Compaction Equipment	15.53222	Roller, Bomag BW145D 2017	2017 Bomag BW145D Roller	101586541077	HR
EQP	K	Compaction Equipment	15.53224	Roller, Hamm HD14iVV 2018	2018 Hamm HD14iVV Roller	H2310440	HR
EQP	K	Compaction Equipment	15.53225	Roller, Hamm HD14IVV 2017	2017 Hamm HD14IVV Roller	H2310343	HR
EQP	K	Compaction Equipment	15.53226	RPO Roller, HAMM H10i 2022	RPO 2022 HAMM H10i Roller	H284.0714	HR
EQP	K	Compaction Equipment	15.53227	RPO Roller, Sakai 884 2023	RPO 2023 Sakai 884 Roller	3SW79-40288	HR
EQP	L	Aggregate Equipment	15.53228	RPO Roller, Sakai 850 2017	RPO 2017 Sakai 850 Roller	4SW56-50252C	HR
EQP	25	Paver 10ft	15.54029	Spare Paver, Cat 10FT 2010	2010 Cat AP1000D Paver	EAD00393	HR
EQP	25	Paver 10ft	15.54031	Paver,Cat AP1055F 2016	2016 AP1055F CAT Paver	TJ500361	HR
EQP	24	Paver 8ft	15.54033	Paver,Cat AP600F 8FT 2017	2017 Cat AP600F Paver	AP600150	HR
EQP	25	Paver 10ft	15.54035	Paver,Roadtec RP190E 2016	2016 Roadtec RP190E	4048	HR

EQP	25	Paver 10ft	15.54038	Paver, Cat AP1055F 2019	2019 Cat AP1055F	TJ500864	HR
EQP	25	Paver 10ft	15.54039	Paver, Cat AB1055F 2019	2019 Cat AB1055F	TJ500914	HR
EQP	25	Paver 10ft	15.54041	Paver, Roadtec RP190 2017 10ft	2017 Roadtec RP190 10ft	4086	HR
EQP	25	Paver 10ft	15.54042	Paver, Weiler P385B 2018	2018 Weiler P385B	P385B-2485	HR
EQP	25	Paver 10ft	15.54046	Paver, Cat AP1055F 2020	2020 Cat AP1055F Paver	TJ501125	HR
EQP	24	Paver 8ft	15.54047	Paver, Roadtec 8ft 2020	2020 RP170E	4096	HR
EQP	24	Paver 8ft	15.54048	Paver, CAT 8ft 2020	2020 AP655F	MH600544	HR
EQP	24	Paver 8ft	15.54049	Paver, Roadtec 8ft 2021	2021 Roadtec Paver	4075	HR
EQP	25	Paver 10ft	15.54050	Paver, Cat 10FT 2021	2021 CAT Paver 10FT	TJ501279	HR
EQP	25	Paver 10ft	15.54051	Paver, Cat AP1055F 2021	2021 CAT Paver	TJ501434	HR
EQP	24	Paver 8ft	15.54052	Paver, Weiler 8' 2020	2020 Weiler 8' Paver	1W90P385VLB003233	HR
EQP	25	Paver 10ft	15.54053	Paver, Cat AP1055F 2021	2021 CAT Paver	TJ501531	HR
EQP	25	Paver 10ft	15.54054	Paver, Cat AP1055F 2021	2021 CAT Paver	TJ501437	HR
EQP	24	Paver 8ft	15.54055	Paver, Cat AP655F 8ft 2021	2021 CAT Paver	MH600658	HR
EQP	25	Paver 10ft	15.54058	Paver, Cat AP1000F 10ft 2020	2020 CAT AP1000F Paver	CATAP100HAC400526	HR
EQP	24	Paver 8ft	15.54059	Paver, Cat AP600F 8ft 2020	2020 CAT AP600F Paver	CATAP600CAP600225	HR
EQP	25	Paver 10ft	15.54061	Paver, Cat AP1055F 10ft 2022	2022 CAT AP1055F Paver	F7T00100	HR
EQP	25	Paver 10ft	15.54062	RPO Paver,Cat AP1055F 10FT 21	RPO 2021 AP1055F CAT Pave	CATAP105CTJ501196	HR
EQP	25	Paver 10ft	15.54063	RPO Paver,Cat AP1055F 10FT 23	RPO 2023 AP1055F CAT Pave	F7T00156	HR
EQP	24	Paver 8ft	15.54064	RPO Paver,Cat AP655 8FT 23	RPO 2023 AP655 CAT Paver	R6600150	HR
EQP	25	Paver 10ft	15.54065	RPO Paver,Vogele 2000-3I 22	RPO 2022 Vogele Super2000	1174.0355	HR
EQP	L	Aggregate Equipment	15.55003	Spreader, Shoulder W530 2008	2008 W530 Shoulder Spread	W1022	HR
EQP	L	Aggregate Equipment	15.55004	Spreader, Shoulder W530 2008	2008 W530 Shoulder Spread	W1025	HR
EQP	L	Aggregate Equipment	15.55005	Spreader, Shoulder W-420 2010	2010 Weiler Shoulder	1028	HR
EQP	L	Aggregate Equipment	15.55006	Spreader, FH 2018	2018 Road Widener FH	181205	HR
EQP	L	Aggregate Equipment	15.55007	Spreader, Midland SW 1993	1993 Midland SW Widener	SW 169	HR
EQP	L	Aggregate Equipment	15.55008	Spreader, Weiler W430A 2022	Weiler W430A	W1423	HR
EQP	O	Road Maintenance Equipmen	15.56003	Mixer, Cat RM250 2002	2002 Cat RM250 Mixer	AWG00274	HR
EQP	L	Aggregate Equipment	15.56009	Milling Head, Cat PC250 2006	2006 Cat Milling Head	GDP-06-342	HR
EQP	O	Road Maintenance Equipmen	15.56010	Mixer, Cat RM300 Reclaim 2006	Cat RM300 Mixer/Reclaimer	BWR00239	HR
EQP	O	Road Maintenance Equipmen	15.56013	Mixer, Cat RM300 /Reclaim 2005	Cat RM300 Mixer/Reclaimer	BWR00205	HR
EQP	L	Aggregate Equipment	15.56016	Milling Machine,Wirtgen 2015	Wirtgen W210 Milling Mach	1520.101	HR
EQP	O	Road Maintenance Equipmen	15.56017	Mixer, Rex HDS 1987	1987 Rex HDS Mixer	HK1475	HR
EQP	L	Aggregate Equipment	15.56018	Auction Milling Head, Cat 2004	2004 Cat Milling Head		HR
EQP	L	Aggregate Equipment	15.56019	Milling Head, Cat 2018	2018 Cat Milling Head	HFP00757	HR
EQP	O	Road Maintenance Equipmen	15.56020	Mixer, Bomag 1000 1990	1990 Bomag 1000 Mixer	85893	HR
EQP	L	Aggregate Equipment	15.56022	Milling Machine, CAT PM822 18	2018 CAT PM822	CATPM822KSL800122	HR
EQP	L	Aggregate Equipment	15.56023	Milling Head, Cat 2018	2018 Cat Milling Head	ERC00286	HR
EQP	L	Aggregate Equipment	15.56024	Milling Head, Cat PC310B 2020	2020 CAT PC310B	LZP00823	HR
EQP	L	Aggregate Equipment	15.56025	Milling Head, Cat PC310 2020	2020 CAT PC310	0GPW00230	HR
EQP	L	Aggregate Equipment	15.56026	Milling Machine, CAT PM822 21	2021 CAT PM822	EE200301	HR
EQP	L	Aggregate Equipment	15.56027	Milling Head, Cat PC310 2021	2021 CAT PC310B	TBD-WLD	HR
EQP	L	Aggregate Equipment	15.56028	Milling Head, Cat PC310B 2017	2017 Cat Milling Head PC3	LZP003792	HR
EQP	L	Aggregate Equipment	15.56029	Milling Head, Bobcat	Bobcat Milling Head	CNV-TITAN	HR
EQP	L	Aggregate Equipment	15.56030	Milling Machine, Wirtgen 2022	2022 Wirtgen W210Fi Milli	2320.0436	HR
EQP	L	Aggregate Equipment	15.56031	RPO Milling Machine,Wirtgen 22	RPO 2022 Wirtgen W210FiMi	2320.0607	HR
EQP	L	Aggregate Equipment	15.56032	Milling Head, Cat PC306B 2019	2019 Cat Milling Head	PW200160	HR
EQP	L	Aggregate Equipment	15.56033	Milling Head, Cat PC306B 2022	2022 Cat Milling Head	ERC01135	HR
EQP	O	Road Maintenance Equipmen	15.57015	Broom, LB/Rosco Sweep Pro 2004	2004 LB/Rosco Sweep Pro B	41077	HR
EQP	O	Road Maintenance Equipmen	15.57023	Broom, LB/Rosco Sweep Pro 2006	2006 LB/Rosco Sweep Pro B	45012	HR
EQP	O	Road Maintenance Equipmen	15.57041	Broom, LB/Rosco Sweep Pro 2010	2010 LB/Rosco Sweep Pro B	60378	HR
EQP	O	Road Maintenance Equipmen	15.57047	Broom, LB/Rosco Sweep Pro 2010	2010 LB/Rosco Sweep Pro B	65468	HR
EQP	O	Road Maintenance Equipmen	15.57048	Broom, Roadtec FB100 2015	2015 Roadtec FB100 S/N100	FB100100X2006	HR
EQP	O	Road Maintenance Equipmen	15.57050	Broom, Leeboy Sweep Pro 2016	2016 Leeboy Sweep Pro Bro	135313	HR
EQP	O	Road Maintenance Equipmen	15.57051	Broom,Rosco Sweep Pro 2016	2016 Rosco Sweep Pro Broo	132054	HR
EQP	O	Road Maintenance Equipmen	15.57052	Broom, Leeboy Sweep Pro 2018	2018 Leeboy Sweep Pro Bro	192266	HR
EQP	O	Road Maintenance Equipmen	15.57053	Broom, Leeboy Sweep Pro 2018	2018 Leeboy Sweep Pro Bro	192626	HR
EQP	O	Road Maintenance Equipmen	15.57054	Broom, Broce 8300A 2008	2008 Broce Broom	405835	HR
EQP	O	Road Maintenance Equipmen	15.57055	Broom, Broce KR350 2013	2013 Broce KR350 Broom	408300	HR
EQP	Z	Miscellaneous Equipment	15.57056	Broom, Maya Pickup Broom 2018	2018 Maya Pick Up Broom		HR
EQP	O	Road Maintenance Equipmen	15.57058	Broom, LayMor 8HC 2006	2006 LayMor 8HC Broom	31699	HR
EQP	O	Road Maintenance Equipmen	15.57059	Broom, Kubota MX5200 2014	2014 Kubota MX5200 Sweepe	10276	HR
EQP	O	Road Maintenance Equipmen	15.57060	Broom, Ferguson 4607M 2018	2018 Ferguson 4607M	M46070LJM73801	HR
EQP	O	Road Maintenance Equipmen	15.57061	Broom, Superior SM74CZS 2020	2020 Superior Broom 400	921707	HR
EQP	O	Road Maintenance Equipmen	15.57062	Broom, Superior SM74CZS 2020	2020 Superior Broom	921706	HR
EQP	O	Road Maintenance Equipmen	15.57063	Broom, Rosco NV55 2020	2020 Rosco NV55 Broom	269298	HR
EQP	O	Road Maintenance Equipmen	15.57064	Broom, MasseyFerguson 4607M 21	2021 Massey Ferguson 4607	M46070LJM73501	HR
EQP	O	Road Maintenance Equipmen	15.57065	Broom, MasseyFerguson 4607M 21	2021 Massey Ferguson 4607	M46070LJM73401	HR
EQP	O	Road Maintenance Equipmen	15.57066	Broom, Superior SM74CZS 2021	2021 Superior Broom	921704	HR
EQP	O	Road Maintenance Equipmen	15.57067	Broom, Rosco NV55 2021	2021 Rosco NV55 Broom	300211	HR
EQP	Z	Miscellaneous Equipment	15.57068	Broom, Sweepster Attachment	Sweepster Broom Attachmen	CNV	HR
EQP	O	Road Maintenance Equipmen	15.57069	Broom, Smith Ch SCM400, 2021	2021 SCM400 2021	SCM2008	HR
EQP	O	Road Maintenance Equipmen	15.57070	Broom, Smith Ch SCM400, 2021	2021 SCM400 2021	SCM2009	HR
EQP	O	Road Maintenance Equipmen	15.57071	Broom, Laymor SM300 2014	2014 Laymor SM300	34910	HR

EQP	O	Road Maintenance Equipmen	15.57072	Broom, Laymor SM300 2013	2013 Laymor SM300	34603	HR
EQP	C	Agricultural Tractors	15.57073	Broom, Broce KR350 2017	2017 Broce KR350 Broom	410060	HR
EQP	O	Road Maintenance Equipmen	15.57074	Broom, LeeBoy Sweep Pro 2017	2017 LeeBoy Sweep Pro Bro	156189	HR
EQP	O	Road Maintenance Equipmen	15.57075	Broom, Rosco 4820SweepPro 2004	2004 Rosco 4820 SweepPro	42027	HR
EQP	Z	Miscellaneous Equipment	15.57077	Broom, Sweepster JD BR84C 2019	19 Sweepster Broom Attach	1T08R84CVK0000071	HR
EQP	O	Road Maintenance Equipmen	15.57078	Broom, SweepPro II 2019	2019 LeeBoy Sweep Pro	236631	HR
EQP	O	Road Maintenance Equipmen	15.57079	Broom, SweepPro II 2020	2020 LeeBoy Sweep Pro	242082	HR
EQP	O	Road Maintenance Equipmen	15.57080	Broom, MasseyFerguson 4607M 21	2021 Massey Ferguson 4607	M4607OMJM71902	HR
EQP	O	Road Maintenance Equipmen	15.57081	Broom, Superior SM74CZS 22	2022 Superior Broom	922799	HR
EQP	O	Road Maintenance Equipmen	15.57082	Broom, Superior SM74CZS 2022	2022 Superior Broom	921715	HR
EQP	O	Road Maintenance Equipmen	15.57083	Broom, Superior SM74CZS 2022	2022 Superior Broom	921705	HR
EQP	O	Road Maintenance Equipmen	15.57084	Broom, Rosco SweepPro II 2021	2021 Rosco SweepPro II Br	227293	HR
EQP	O	Road Maintenance Equipmen	15.57085	Broom, Leeboy RB50A 2021	2021 Leeboy RB50A Broom	239763	HR
EQP	O	Road Maintenance Equipmen	15.57086	RPO Broom, MasseyFergu 4607 23	RPO 2023 Massey Broom 460	AG3M4607ONJM7072	HR
EQP	O	Road Maintenance Equipmen	15.57087	RPO Broom, Broce MK1 2022	RPO 2022 Broce MK1 Broom	500238	HR
EQP	O	Road Maintenance Equipmen	15.58002	Spreader, Base Ulrich 1964	1964 Ulrich Base Spreader	1815146	HR
EQP	Z	Miscellaneous Equipment	15.59001	Harrow, Rome Offset Disk	Rome Offset Disk Harrow		HR
EQP	Z	Miscellaneous Equipment	15.59002	Harrow, Rome TRH 1430 Disk 778	Rome TRH 1430 Disk Harrow		HR
EQP	Z	Miscellaneous Equipment	15.59003	Harrow, Rome TRH 2030 Disk1509	Rome TRH 2030 Disk Harrow		HR
EQP	Y	Forestry Equipment	15.59004	Chopper, Marden S-8	Marden S-8 Chopper		HR
EQP	Y	Forestry Equipment	15.59011	Chopper, Marden B7GK offset	Marden B7GK Chopper Offse		HR
EQP	Z	Miscellaneous Equipment	15.59018	Rake, Fleco 6A Rock & Root	Fleco DA Rock & Root Rake		HR
EQP	Z	Miscellaneous Equipment	15.59020	Fire Fan, Fleco	Fleco Fire Fan		HR
EQP	Z	Miscellaneous Equipment	15.59035	Blower, Air Curtain w/trailer	Air Curtain Blower w/trai		HR
EQP	Z	Miscellaneous Equipment	15.59037	Buffalo Blower	BTCK84 Buffalo Blower	25748	HR
EQP	Z	Miscellaneous Equipment	15.59038	Buffalo Blower	BTCK84 Blower	25294	HR
EQP	C	Agricultural Tractors	15.59039	Buffalo Turbine 2020	2002 CTCK835Q Blower	31749	HR
EQP	Z	Miscellaneous Equipment	15.59040	Blower, Air Curtain	2005 New Concepts CP-200-	NA-GOLIATH1	HR
EQP	I	Excavation Equipment	15.60008	Cat H55DSHMR Hyd Hammer 2009	Cat H55DSHMR Hyd. Hammer,	BWM02651	HR
EQP	W	Pumps	15.61009	Pump, Jet Thompson 4"	Thompson 4" Jet	4J147	HR
EQP	U	Trenchers	15.61013	Trench Box, 6X20		N/A	HR
EQP	U	Trenchers	15.61014	Trench Box, 8X20			HR
EQP	U	Trenchers	15.61015	Trench Box,10X20		NA	HR
EQP	U	Trenchers	15.61016	Trench Box 10'X20'			HR
EQP	Z	Miscellaneous Equipment	15.61017	Manhole Box 10'X10'			HR
EQP	W	Pumps	15.61020	6" Vacuum Asst Trash Pump	6" Thompson Pump	V519	HR
EQP	W	Pumps	15.61021	6" Vacuum Asst Trash Pump	6" Thompson Pump	6TSV205	HR
EQP	W	Pumps	15.61023	RB Auction Pump, Thompson 6"	6" Thompson Hydraulic Pu	6TSV61	HR
EQP	W	Pumps	15.61026	Pump, Holland Hydraulic 12"	12" Holland Hydraulic Pum	820453	HR
EQP	W	Pumps	15.61030	Pump, Thompson Vacuum 8"	8" Thompson Vacuum Pump	PE4045D42540	HR
EQP	W	Pumps	15.61034	Pump, Vacuum Well Point 6"	6" Vacuum Well Point Pump	GVW047	HR
EQP	W	Pumps	15.61035	Pump, Hydraulic Mac 6"	6" Hydraulic Mac Pump	411	HR
EQP	Z	Miscellaneous Equipment	15.61037	Burchland Silt Fence Machine	2017 Burchland 84" Offset	917674	HR
EQP	W	Pumps	15.61039	RB Auction Pump, Holland 6"	2007 6" New Holland Pump	H25-D-646	HR
EQP	Z	Miscellaneous Equipment	15.61040	Pressure Washer, Honda 4000	Honda 4000 PSI	EZ4040G	HR
EQP	Z	Miscellaneous Equipment	15.61041	Wacker, Vibratory Tamp 2013	2019 Tamp	10284956	HR
EQP	Z	Miscellaneous Equipment	15.61042	RB Auction Pump, Holland 12"	2002 New Holland Pump 12"	H-12TA-5090	HR
EQP	Z	Miscellaneous Equipment	15.61043	Champion Model 1000	Champion Model 1000	3617300341	HR
EQP	Z	Miscellaneous Equipment	15.61044	Hobart Welder 2000	Hobart Welder 2000	L3370072H	HR
EQP	Z	Miscellaneous Equipment	15.61045	North Star Power 2012	North Star Power 2012		HR
EQP	Z	Miscellaneous Equipment	15.61046	Bobcat Hydraulic Clamp 2012	Bobcat Hydraulic Clamp 20	AJBV02061	HR
EQP	Z	Miscellaneous Equipment	15.61047	Nissan CPF02A20V 1985	Nissan CPF02A20V 1985	CPF02-024679	HR
EQP	Z	Miscellaneous Equipment	15.61048	Forklift, Toyota 7FGU30 2005	2005 Toyota 7FGU20 Forkli	60068	HR
EQP	W	Pumps	15.61049	Pump, Thompson Well Point 12"	12" Thompson Well Point P	PE4045T655503	HR
EQP	W	Pumps	15.61050	Pump, Thompson Jet Pump 6"	6" Thompson Jet Pump	6J-394	HR
EQP	Z	Miscellaneous Equipment	15.61051	Pressure Washer, Nilfisk 200KG		1N9BU1112LFBU1019	HR
EQP	Z	Miscellaneous Equipment	15.61052	Pressure Washer, Simpson		1F9FT0717LK451227	HR
EQP	W	Pumps	15.61053	RB Auction Pump, Holland 8"	2018 8" New Holland Pump	D8S-4045T-1401	HR
EQP	Z	Miscellaneous Equipment	15.61054	Manhole Box 8'X20'		941-8453A	HR
EQP	Z	Miscellaneous Equipment	15.61055	Manhole Box 8'X20'		941-8453B	HR
EQP	Z	Miscellaneous Equipment	15.61056	Manhole Box 8'X20' 2006			HR
EQP	Z	Miscellaneous Equipment	15.61057	Manhole Box 8'X20' 2006			HR
EQP	Z	Miscellaneous Equipment	15.61058	Manhole Box 8'X20' 2006			HR
EQP	Z	Miscellaneous Equipment	15.61059	7 Yds Bedding Box		941-9707	HR
EQP	Z	Miscellaneous Equipment	15.61060	Manhole Box 8'X 8'		18953	HR
EQP	Z	Miscellaneous Equipment	15.61061	Trench Shield Speed Shore 8x20		U206011S	HR
EQP	Z	Miscellaneous Equipment	15.61062	Trench Shield Speed Shore 8x20		U206415S	HR
EQP	Z	Miscellaneous Equipment	15.61063	Trench Shield 6x16x6 1998		98081300F	HR
EQP	Z	Miscellaneous Equipment	15.61064	Trench Shield 8x16 Speed Shore	2017 Speed Shore	U176943S	HR
EQP	Z	Miscellaneous Equipment	15.61065	Trench Shield 8x20 Speed Shore	2020 Speed Shore	U206012S	HR
EQP	Z	Miscellaneous Equipment	15.61066	Challenger Lift, 2021	2021 Challenger Lifts 440	210700000310000	HR
EQP	Z	Miscellaneous Equipment	15.61067	Truck Scales	Optima Axle Truck Scale		HR
EQP	Z	Miscellaneous Equipment	15.61068	Water Tank, 4800 Gallon 2002	2002 4800 Gallon wAter Ta		HR
EQP	Z	Miscellaneous Equipment	15.62002	Lab Trailer, Williams 8x36 '87	1987 Williams 8x36 Lab Tr	CC73387	HR

EQP	Z	Miscellaneous Equipment	15.62003	Office Trlr, Acton 10x40 '91	1991 Acton 10x40 Office T	1918818	HR
EQP	Z	Miscellaneous Equipment	15.62004	Office Trlr, Williams 10x40 00	2000 Williams 10x40 Offic	T8L1047	HR
EQP	Z	Miscellaneous Equipment	15.62008	Storage Cont, 40FT 2018	2018 40FT Storage Contain	ARTU5035352	HR
EQP	Z	Miscellaneous Equipment	15.62009	Storage Cont, 40FT 2018	2018 40FT Storage Contain	FLXU9062416	HR
EQP	Z	Miscellaneous Equipment	15.62010	Storage Cont, 40FT 2018	2018 40FT Storage Contain	FXLU9062910	HR
EQP	Z	Miscellaneous Equipment	15.62011	Storage Cont, 20FT 2020	2020 20FT Storage Contain	FXLU1822615	HR
EQP	Z	Miscellaneous Equipment	15.62012	Storage Cont, 20FT 2020	2020 20FT Storage Contain	FXLU1803955	HR
EQP	Z	Miscellaneous Equipment	15.62013	Storage Cont, Ningo 40FT 2003	2003 Ningbo Xinhuachang 4	FSCU4325430	HR
EQP	Z	Miscellaneous Equipment	15.63016	Level, LCA-TC805L	LCA-TC805L Level	503688	HR
EQP	Z	Miscellaneous Equipment	15.63040	RM 606 Prism	Prism, RM 606	15423467	HR
EQP	Z	Miscellaneous Equipment	15.63041	Georadio 600	600 Georadio	10215339	HR
EQP	Z	Miscellaneous Equipment	15.63042	5600 Super Charger Kit	Super Charger Kit 5600	736146	HR
EQP	Z	Miscellaneous Equipment	15.63043	SV170 Display (FRU)	Display SV170 (FRU)	4409B32284	HR
EQP	L	Aggregate Equipment	15.63047	2012 Accugrade GPS Kit-Trimble	attached to EQ. 15.45029	C02577	HR
EQP	O	Road Maintenance Equipmen	15.64003	Arrow Board, Flashing (solar)	Flashing Arrow Board (sol	079208W	HR
EQP	T	Lift Trucks	15.65001	Forklift, Komatsu FG15H 1996	1996 Komatsu FG15H Forkli	80868	HR
EQP	I	Excavation Equipment	15.65005	Landscape Tiller, CatLT13 1999	1999 Cat LT13 Landscape T	AAS00299	HR
EQP	Z	Miscellaneous Equipment	15.65013	Gravel Bedding Box	Box, Gravel Bedding		HR
EQP	O	Road Maintenance Equipmen	15.65018	Spreader Box, Tucker	Tucker Spreading Box	8232	HR
EQP	Z	Miscellaneous Equipment	15.65020	Clam Shell Bucket 1/2 yd	Clam Shell BUcket 1/2 yd		HR
EQP	L	Aggregate Equipment	15.65021	Crusher, Concrete NPK 618A	NPK 618A Concrete Crusher	56134	HR
EQP	V	Generator Sets	15.65024	Generator, Cat 58kw	Cat 58kw Generator	2033118	HR
EQP	Z	Miscellaneous Equipment	15.65026	Rolling Straight Edge, Cline	Cline Rolling Straight Ed		HR
EQP	F	Skid Steer Loaders	15.65034	Tractor, Caterpillar 236B 2007	2007 Caterpillar 236B	HEN05918	HR
EQP	F	Skid Steer Loaders	15.65038	Tractor, CAT 236B 2007	2007 Caterpillar 236B	HEN07204	HR
EQP	F	Skid Steer Loaders	15.65041	Tractor, Caterpillar 236B 2007	2007 Caterpillar 236B	HEN07328	HR
EQP	Z	Miscellaneous Equipment	15.65080	Rolloff Container, 20cy Capaci	20cy Rolloff Container		HR
EQP	M	Asphalt Equipment	15.65088	Shuttle Buggy, MTV100E 2016	2016 Roadtec MTV100E	4008	HR
EQP	O	Road Maintenance Equipmen	15.65090	Broom, BA18HYD Cat 2008	2008 BA18HYD Cat Broom	AN202434	HR
EQP	M	Asphalt Equipment	15.65093	Shuttle Buggy, Roadtec 2009	2009 Roadtec Shuttle Bugg	MTV-1000D147	HR
EQP	F	Skid Steer Loaders	15.65098	Tractor, Cat 277B MTL 2008	2008 Cat 277B MTL Track L	JWF01730	HR
EQP	J	Off-Highway Trucks	15.65101	Water Wagon, Cat 613C 1994	1994 Cat 613C Water Wagon	8LJ00861	HR
EQP	J	Off-Highway Trucks	15.65103	Water Wagon, Cat 613C 1995	1995 Cat 613C Water Wagon	8LJ01375	HR
EQP	83	Light Plant	15.65104	Lightsource Light Plant	Light Plant, Lightsource	314622UGK789	HR
EQP	83	Light Plant	15.65105	Lightsource Light Plant	Light Plant, Lightsource	314627UGK789	HR
EQP	Z	Miscellaneous Equipment	15.65107	MM515 Mity Mite Pipe Puller	Puller, Mity Mite MM515 P		HR
EQP	F	Skid Steer Loaders	15.65112	Tractor,Cat 297D2 MTL 2017	2017 Cat 297D2 MTL	BL700275	HR
EQP	Z	Miscellaneous Equipment	15.65116	Blower - Buffalo BTCKB4		23145	HR
EQP	M	Asphalt Equipment	15.65117	Shuttle Buggy,Roadtec 1000D 14	2014 Roadtec 1000D MTV	MTV1000DX170	HR
EQP	Z	Miscellaneous Equipment	15.65118	Buffalo KB4 Blower		23644	HR
EQP	F	Skid Steer Loaders	15.65119	Tractor, CAT 297DHF 2015	2015 CAT 297DHF MTL	BL700232	HR
EQP	83	Light Plant	15.65120	Light Tower	2012 PRO Light	1262PRO2V12	HR
EQP	83	Light Plant	15.65122	Light Tower	2012 PRO II Light	1191PRO2V12	HR
EQP	83	Light Plant	15.65123	Light Tower	2012 PRO II Light	1254PRO2V12	HR
EQP	83	Light Plant	15.65124	Light Tower	2015 PROII LT	0201PR02V14	HR
EQP	83	Light Plant	15.65125	Light Tower	2015 RPOII LT	0001PR02V13	HR
EQP	83	Light Plant	15.65126	Light Tower	2015 PROII LT	0209PR02V14	HR
EQP	83	Light Plant	15.65127	Light Tower	2015 PROII LT	0202PR02V14	HR
EQP	83	Light Plant	15.65128	Light Tower	2013 PRO II Allmand	0012PR02V13	HR
EQP	83	Light Plant	15.65129	Light Tower	2014 PRO II Allmand	0204PRO2V14	HR
EQP	83	Light Plant	15.65130	Light Tower	2014 PRO II Light	1423PRO2V14	HR
EQP	83	Light Plant	15.65131	Light Tower	2014 PRO II Light	1426PRO2V14	HR
EQP	Z	Miscellaneous Equipment	15.65132	Telescopic Boom Lift	Genie S-40	S4003-7303	HR
EQP	Z	Miscellaneous Equipment	15.65133	Telescopic Boom Lift	Genie S65 DSL	S65-26414	HR
EQP	Z	Miscellaneous Equipment	15.65134	Telescopic Boom Lift	Genie S65 DSL 2016	S65-35234	HR
EQP	X	Air Compressors	15.65135	Compressor, 2016 Sullair	2016 Air Compressor	201602120041	HR
EQP	V	Generator Sets	15.65136	Generator, CAT 100kW	2012 CAT Generator	D4D02554	HR
EQP	83	Light Plant	15.65138	Light Tower		1109474	HR
EQP	Z	Miscellaneous Equipment	15.65139	Telescopic Boom Lift 2007	JLG 4005 2007	300116985	HR
EQP	X	Air Compressors	15.65140	Compressor, Ingersoll 2002	2002 Air Compressor	181612090317	HR
EQP	F	Skid Steer Loaders	15.65141	Tractor, Cat 272C 2011	2011 Cat 272C MTL	0272CKRD02322	HR
EQP	F	Skid Steer Loaders	15.65142	Tractor, Cat 299D2 2018	2018 Cat 299D2 MTL	JFD203610	HR
EQP	83	Light Plant	15.65143	Light Tower		1109476	HR
EQP	F	Skid Steer Loaders	15.65144	GCT Tractor, Cat 226D 2015	2015 Cat 226D MTL	CAT0226DHHRD1130	HR
EQP	Z	Miscellaneous Equipment	15.65145	GCT, Lull/Forklift, Cat 2002	2002 Cat Lull/Forklift	CAT0TH63VSWM08045	HR
EQP	Z	Miscellaneous Equipment	15.65147	UTV, JD Gator 2019	2019 JD Gator	1M0560EACKM021551	HR
EQP	Z	Miscellaneous Equipment	15.65148	Timble GPS Base Station	Base Station		HR
EQP	Z	Miscellaneous Equipment	15.65149	Fuel Master OKE	OKE Fuel Master		HR
EQP	Z	Miscellaneous Equipment	15.65150	Nuclear Power Density Gauge	Nuclear Power Density Gau		HR
EQP	Z	Miscellaneous Equipment	15.65151	Power Density Gauge	Power Density Gauge		HR
EQP	F	Skid Steer Loaders	15.65152	Tractor, Cat 299D3 2019	2019 CAT 299D3 MTL	DY900770	HR
EQP	F	Skid Steer Loaders	15.65153	Tractor, Kubota SVL75 MTL 12	2012 Kubota MTL	11336	HR
EQP	F	Skid Steer Loaders	15.65154	Tractor, CAT 299D 2013	2013 CAT 299D MTL	0299DJHCL00797	HR
EQP	F	Skid Steer Loaders	15.65155	R8 Auction Tractor, Kubota 16	2016 Kubota SV95 MTL	32807	HR

EQP	F	Skid Steer Loaders	15.65156	Tractor, Bobcat T590 T4 2017	2017 Bobcat T590 T4	ALJU22637	HR
EQP	F	Skid Steer Loaders	15.65157	Tractor, Bobcat T650 T4 2017	2017 Bobcat T650 T4	ALJG20184	HR
EQP	F	Skid Steer Loaders	15.65159	Tractor, CAT 289D 2019	2019 CAT 289D MTL	TAW10178	HR
EQP	O	Road Maintenance Equipmen	15.65160	Kubota MX5100F 2012	Kubota MX5100F 2012	14109	HR
EQP	F	Skid Steer Loaders	15.65161	Tractor, JD 325G 2019	2019 JD 325G MTL	1T0325GMEKJ356256	HR
EQP	F	Skid Steer Loaders	15.65162	Tractor, JD 333G 2019	2019 JD 333G MTL	1T0333GMCKF364069	HR
EQP	F	Skid Steer Loaders	15.65163	Tractor, CAT 299D 2020	2020 CAT 299D	DY901531	HR
EQP	F	Skid Steer Loaders	15.65164	Tractor,Bobcat S250 2008	2008 Bobcat S250	G396223	HR
EQP	M	Asphalt Equipment	15.65165	Shuttle Buggy, Roadtec 2010	2010 Roadtec 1000D	MTV1000DX154	HR
EQP	F	Skid Steer Loaders	15.65166	Tractor,JD 332G 2019	2019 JD 332G MTL	1T0332GMJJF340529	HR
EQP	83	Light Plant	15.65167	Light Tower		5ARLS1616AB003245	HR
EQP	83	Light Plant	15.65168	Light Tower		5ARLS1619AB003238	HR
EQP	Z	Miscellaneous Equipment	15.65169	Fuel Master PAL	PAL Fuel Master		HR
EQP	M	Asphalt Equipment	15.65170	Shuttle Buggy, Roadtec 2019	2019 Roadtec 1000E	4001	HR
EQP	Z	Miscellaneous Equipment	15.65173	Fuel Master PEN	PEN Fuel Master		HR
EQP	F	Skid Steer Loaders	15.65174	Tractor, CAT 299D3 2020	2020 CAT 299D3	DY901461	HR
EQP	Z	Miscellaneous Equipment	15.65175	Survey Equipment	PLC Survey Equipment		HR
EQP	F	Skid Steer Loaders	15.65176	Tractor, CAT 236D 2020	2020 CAT 236D	BGZ04934	HR
EQP	Z	Miscellaneous Equipment	15.65177	Fuel Master DEF	DEF Fuel Master		HR
EQP	Z	Miscellaneous Equipment	15.65178	Astec 271K Mobile Screen	Mobile Screen w JD engine	145866 / 143866	HR
EQP	F	Skid Steer Loaders	15.65179	Tractor, CAT 299D3XE 2020	2020 CAT 299D3XE and Cold	BX9020104	HR
EQP	F	Skid Steer Loaders	15.65180	Tractor, JD 318 2016	2016 JD 318	1T0318EJPFJ283638	HR
EQP	M	Asphalt Equipment	15.65181	Shuttle Buggy, Roadtec 2017	Roadtec MTV1100E	4005	HR
EQP	X	Air Compressors	15.65182	Compressor, Sullair SN5509	2020, Sulair Air Compress	202011210002	HR
EQP	M	Asphalt Equipment	15.65183	Shuttle Buggy, WeilerE1250B 21	Weiler E1250B 2021	1509	HR
EQP	Z	Miscellaneous Equipment	15.65184	GPS Base Station	Base Station		HR
EQP	F	Skid Steer Loaders	15.65185	Tractor, JD 333G 2021	2021 JD 333G MTL	1T0333GMPMF396378	HR
EQP	F	Skid Steer Loaders	15.65186	Tractor, JD 333G 2021	2021 JD 333G MTL	1T0333GMPMF395956	HR
EQP	F	Skid Steer Loaders	15.65187	Tractor, JD 333G 2021	2021 JD 333G MTL	1T0333GMPMF395955	HR
EQP	Z	Miscellaneous Equipment	15.65188	GCT, Telescopic Boom Lift	Genie S6S DSL 2021	S6S-37419	HR
EQP	F	Skid Steer Loaders	15.65189	Tractor, Cat 299D3 2021	2021 CAT 299D3 MTL	DY904167	HR
EQP	X	Air Compressors	15.65190	Compressor, Atlas Copco 2021	2021 Atlas Copco Portable	4500A1012MR030795	HR
EQP	83	Light Plant	15.65191	Light Tower	2021 PRO II Light	08-003104	HR
EQP	83	Light Plant	15.65192	Light Tower	2021 PRO II Light	08-003112	HR
EQP	83	Light Plant	15.65193	Light Tower	2021 PRO II Light	08-003109	HR
EQP	F	Skid Steer Loaders	15.65194	Loader, John Deere 325G 2021	2021 John Deere 325G	1T0325GMVMJ395572	HR
EQP	F	Skid Steer Loaders	15.65195	Tractor, John Deere 325G 2019	2019 John Deere 325G	1T0325GMVKJ358485	HR
EQP	M	Asphalt Equipment	15.65196	Shuttle Buggy, Roadtec 1100 21	2021 Roadtec 1100 MTV	SN-4018	HR
EQP	F	Skid Steer Loaders	15.65197	Tractor, CAT 299D3XE 2021	2021 CAT 299D3XE	BX903226	HR
EQP	Z	Miscellaneous Equipment	15.65198	Light Tower	Magnum MLT65K Tower	3002704170	HR
EQP	X	Air Compressors	15.65199	Compressor, Doonsan C185 2016	2016 Doosan C185WKUB Air	477321UFAAF08	HR
EQP	F	Skid Steer Loaders	15.65200	Tractor, CAT 289D 2019	2019 CAT 289D	CAT0289DLTAW12137	HR
EQP	F	Skid Steer Loaders	15.65201	Tractor, Bobcat T770 2021	2021 Bobcat T770	AT63309398	HR
EQP	F	Skid Steer Loaders	15.65202	Tractor, Bobcat T770 2017	2017 Bobcat T770	AT6313134	HR
EQP	83	Light Plant	15.65205	Light Tower	Grandwatt 4TN4000XD-1720	GW-00012152015-07	HR
EQP	83	Light Plant	15.65207	Light Tower	PRO II Light Tower	08-003091	HR
EQP	83	Light Plant	15.65208	Light Tower	2021 PRO II Light Tower	08-003110	HR
EQP	83	Light Plant	15.65209	Light Tower	2021 PRO II Light Tower	08-003097	HR
EQP	Z	Miscellaneous Equipment	15.65210	GME Trench Box	8x20 Trench Box		HR
EQP	Z	Miscellaneous Equipment	15.65211	Tri Rex Fall Protection Cart		3178	HR
EQP	Z	Miscellaneous Equipment	15.65212	Tri Rex Fall Protection Cart		3222	HR
EQP	Z	Miscellaneous Equipment	15.65213	Pipe Laser, 2018 AGL GL 3000			HR
EQP	Z	Miscellaneous Equipment	15.65214	Pipe Laser, 2018 AGL GL 3000		GX2819	HR
EQP	Z	Miscellaneous Equipment	15.65215	Trench Box, Speed Shore 8x10			HR
EQP	Z	Miscellaneous Equipment	15.65216	Asphalt Recycler, Heat Design	HDE MR75-T		HR
EQP	Z	Miscellaneous Equipment	15.65217	Asphalt Heater, HM 4-48 2017	2017 Asphalt Heater	1604098IR48C1M1-1308	HR
EQP	Z	Miscellaneous Equipment	15.65218	2019 Raptor Batwing Mower		85822	HR
EQP	Z	Miscellaneous Equipment	15.65219	2021 FODS Track Out Mats			HR
EQP	Z	Miscellaneous Equipment	15.65220	Pipe Taping Machine, 2019	2019 Transmate 3"-8"	501909401	HR
EQP	Z	Miscellaneous Equipment	15.65221	Air Curtain Blower, T300 2017	2017 Air Burners T300	T30FDN17697	HR
EQP	Z	Miscellaneous Equipment	15.65222	Sod Layer, Bobcat	Bobcat Sod Layer	679100608	HR
EQP	Z	Miscellaneous Equipment	15.65223	Straw Crimper, Brown BDH-750		S306	HR
EQP	Z	Miscellaneous Equipment	15.65224	Tiller Attachmnt, Bobcat 76		SS106290	HR
EQP	Z	Miscellaneous Equipment	15.65225	Straw Mulcher, Agri Metal 97	1997 Agri Metal HP PTO L/	18341	HR
EQP	Z	Miscellaneous Equipment	15.65226	Leveling Disk, JD 637 2002		CNV-TITAN2	HR
EQP	Z	Miscellaneous Equipment	15.65227	Mulcher Atchmnt, Denis DAF 15	2015 Denis DAF180D	1501F8134	HR
EQP	Z	Miscellaneous Equipment	15.65228	Offset Disk, Tome TRW-20-S 18	2018 Rome TRW 20-S	10TRW-61S	HR
EQP	Z	Miscellaneous Equipment	15.65229	UTV, Cub Cadet Challenger 16	2016 Cub Cadet Chlnger 75	1212	HR
EQP	Z	Miscellaneous Equipment	15.65230	Blower Attachment, Buffalo 21		34369	HR
EQP	F	Skid Steer Loaders	15.65231	Tractor, John Deere 331G 2021	2021 John Deere 331G	1T0331GMEMF410070	HR
EQP	F	Skid Steer Loaders	15.65232	Tractor, CAT 299D3 2021	2021 CAT 299D3	BX903391	HR
EQP	Z	Miscellaneous Equipment	15.65233	Asphalt Heater Box		TBD UPON PURCHASE	HR
EQP	Z	Miscellaneous Equipment	15.65234	Pipe Laser, TP-L6AV 2021		PS000156	HR
EQP	F	Skid Steer Loaders	15.65235	Tractor, Bobcat T300 2007	2007 Bobcat T300 Track Lo	532015605	HR

EQP	F	Skid Steer Loaders	15.65238	Tractor, John Deere 331G 2017	2017 John Deer 331G Loade	1T0331GMCHF316455	HR
EQP	F	Skid Steer Loaders	15.65239	Tractor, John Deere 331G 2018	2018 John Deer 331G Loade	1T0331GKJJF334695	HR
EQP	F	Skid Steer Loaders	15.65240	Tractor, John Deere 331G 2018	2018 John Deer 331G Loade	1T0331GMCJF325386	HR
EQP	M	Asphalt Equipment	15.65243	Shuttle Buggy, Weiler 2018	2018 Weiler Shuttle Buggy	1W9E1250KJB001209	HR
EQP	V	Generator Sets	15.65244	Generator, MCII 60kw 2002	2002 MCII 60kw Generator	HX62925	HR
EQP	V	Generator Sets	15.65245	Generator, MCII 60kw 2002	2002 MCII 60kw Generator	HX62569	HR
EQP	V	Generator Sets	15.65246	Generator, MCII 60kw 2010	2010 MCII 60kw Generator	HX70225	HR
EQP	V	Generator Sets	15.65247	Generator, MCII 60kw 2010	2010 MCII 60kw Generator	HX70250	HR
EQP	V	Generator Sets	15.65248	Generator, TA 100kw 2012	2012 TA 100kw Generator		HR
EQP	W	Pumps	15.65251	Pump, Thompson Vacuum Asst 8"	8" Thompson Vacuum Assist	8V118	HR
EQP	W	Pumps	15.65252	Pump, Thompson Hydraulic 6"	6" Thompson Hydraulic Pum	3SHPU243	HR
EQP	W	Pumps	15.65256	Pump, Thompson Enviroprime 6"	6" Thompson Enviroprime P	6TSC259	HR
EQP	W	Pumps	15.65259	Pump, Thompson Trailer Mtd 6"	6" Thompson Trailer Mtd P	6JSCF240	HR
EQP	W	Pumps	15.65261	Pump, Thompson Portable 8"	8" Thompson Portable Pump	12JSCG193	HR
EQP	W	Pumps	15.65262	Pump, Pioneer Trailer Mtd 6"	6" Pioneer Trailer Mtd Pu	P6C00TE42	HR
EQP	Z	Miscellaneous Equipment	15.65263	Conveyor, Custom Stationary	Custom Stationary Conveyo		HR
EQP	Z	Pickup Trucks	15.65264	Bucket Truck, Ford F700 1991	1991 Ford F700 w/ 91 Alte	1FDWK74P7MVA22120	HR
EQP	Z	Miscellaneous Equipment	15.65265	Mower, John Deere Z915E 2021	2021 John Deere Z915E Mow	1TC915ECLMT092230	HR
EQP	Z	Miscellaneous Equipment	15.65266	Sod Installer, KWMI Ride-On	2021 KWMI RideOn Sod Inst		HR
EQP	Z	Miscellaneous Equipment	15.65268	Telehandler, Cat TH83 1999	1999 Cat TH83 Telehandler	3RN02022	HR
EQP	O	Road Maintenance Equipmen	15.65269	Mixer, Cat RM250C Reclaim 2003	Cat RM250C Mixer/Reclaime	CATRM250TAWG00290	HR
EQP	Z	Miscellaneous Equipment	15.65270	Gator, John Deere ATV 2019	2019 JD Side by Side Gato	1M0590MBTKM020816	HR
EQP	Z	Miscellaneous Equipment	15.65271	Gator, John Deere ATV 2020	2020 JD Side by Side Gato	1M0590MBELM030289	HR
EQP	83	Light Plant	15.65272	Light Tower	2011 PRO II Allmand	0609PR011	HR
EQP	Z	Miscellaneous Equipment	15.65273	Mower, John Deere Z930M 2019	2019 John Deere Z930M Mow	1TC930MVPJT070084	HR
EQP	Z	Miscellaneous Equipment	15.65274	Mower, John Deere Z820A 2009	2009 John Deere Z820A Mow	TC820AG010186	HR
EQP	83	Light Plant	15.65275	Light Tower	2012 PRO II Allmand	3531PR0212	HR
EQP	83	Light Plant	15.65276	Light Tower	2011 Magnum MLT3060M Towe	1103218	HR
EQP	83	Light Plant	15.65277	Light Tower	2013 Magnum MLT3060K Towe	1302948	HR
EQP	83	Light Plant	15.65278	Light Tower	2014 Magnum MLT3060M Towe	1414579	HR
EQP	83	Light Plant	15.65279	Light Tower	2020 Generac MLTSMDS Towe	3006863279	HR
EQP	83	Light Plant	15.65280	Light Tower	2020 Generac MLT6SMDS Tow	3006863289	HR
EQP	83	Light Plant	15.65281	Light Tower	2006 Terex RL4060D1-4MH T	GUF25578	HR
EQP	83	Light Plant	15.65282	Light Tower	2006 Terex RL4060D1-4MH T	GUF25575	HR
EQP	Z	Miscellaneous Equipment	15.65283	Gator, John Deere XUV 2007	2020 JD XUV 620I 4x4 Gato	M0XUVGX010781	HR
EQP	F	Skid Steer Loaders	15.65284	Tractor, John Deere 325G 2019	2019 John Deer 325G Loade	1T0325GMJKJ356359	HR
EQP	Z	Miscellaneous Equipment	15.65285	Radar, Radiodetection Grid Pen	Radiodetection Grid Radar	7508561001	HR
EQP	Z	Miscellaneous Equipment	15.65286	ATV, Yamaha Viking 2015	2015 Yamaha Viking 4x4 AT	5Y4AM8ZY3FA101103	HR
EQP	O	Road Maintenance Equipmen	15.65287	Message Board, Work Area Solar	Work Area Protection Msg	1P91A1210GG301890	HR
EQP	O	Road Maintenance Equipmen	15.65288	Message Board, Work Area Solar	Work Area Protection Msg	1P91A1211GG301901	HR
EQP	Z	Miscellaneous Equipment	15.65289	Mower, Bad Boy Elite	2014 Bad Boy Elite Mower		HR
EQP	O	Road Maintenance Equipmen	15.65290	Message Board, Work Area Solar	Work Area Protection Msg	1P91A1214GG301889	HR
EQP	Z	Miscellaneous Equipment	15.65291	Camera, Earthcam Solar Trailer	Earthcam Solar Trailer Ca	MTCAM0000510047	HR
EQP	Z	Miscellaneous Equipment	15.65292	Container, 40' Storage 2018	2018 40' Storage Containe	LFIU8006922	HR
EQP	Z	Miscellaneous Equipment	15.65293	Tire Changer, Coats 1400 2D	Coats Balancer Tire Chang	1812306134	HR
EQP	Z	Miscellaneous Equipment	15.65294	Tire Changer, Coats HIT 5000	Coats HIT 5000 Tire Chang	506400470	HR
EQP	Z	Miscellaneous Equipment	15.65295	Tire Changer, Coats RC-55	Coats RC-55 Tire Changer	1904101036	HR
VEH	1	On-Highway Trailers	15.65296	Trailer, Sanchez Straight Edge	Sanchez Straight Edge Tra		HR
VEH	1	On-Highway Trailers	15.65297	Trailer, Sanchez Straight Edge	Sanchez Straight Edge Tra		HR
EQP	F	Skid Steer Loaders	15.65298	Tractor, John Deere 317G 2018	2018 John Deer 317G Loade	1T0317GJCJJ333801	HR
EQP	Z	Miscellaneous Equipment	15.65300	Coupler Fork, 444-624	2018 John Deer 317G Loade	J000098808-1	HR
EQP	Z	Miscellaneous Equipment	15.65301	Coupler Fork, 444-624	2018 John Deer 317G Loade	J000120889-1	HR
EQP	Z	Miscellaneous Equipment	15.65303	Mulching Head, Magnum Mini 05	2005 Magnum Mini		HR
EQP	Z	Miscellaneous Equipment	15.65304	Planer, JD CP24E 2020	2020 JD CP24E	1T0CP24ECL0000010	HR
EQP	F	Skid Steer Loaders	15.65305	Tractor, CAT 236D3 2022	2022 CAT 23D3	CAT0236DLJXL01942	HR
EQP	F	Skid Steer Loaders	15.65306	Tractor, CAT 299D3XE 22	2022 CAT 299D3XE RPO	CAT0299DCLB301478	HR
EQP	F	Skid Steer Loaders	15.65307	Tractor, John Deere 331G 2018	2018 John Deer 331G Loade	1T0331GKPJF327057	HR
EQP	X	Air Compressors	15.65308	Compressor, Sullair 185JD	2006 Sullair Air Compress	200605170063	HR
EQP	F	Skid Steer Loaders	15.65309	Tractor, John Deere 333G 2021	2021 John Deere 333G	1T0333GMCMF390276	HR
EQP	M	Asphalt Equipment	15.65310	Shuttle Buggy, Weiler 2023	2023 Weiler E1250C Shutti	1W9E1250HPC001612	HR
EQP	M	Asphalt Equipment	15.65311	RPO ShuttleBu, Roadtec 1100 22	RPO 2022 Roadtec MTV1100E	4019	HR
PLT	Z	Miscellaneous Equipment	15.66001	Asphalt Plant, CMI PTD 400 '93	1993 CMI PTD 400 Asphalt		HR
PLT	Z	Miscellaneous Equipment	15.66003	Asphalt Plant CMI PTD 400 2000	2000 CMI PTD 400 Asphalt		HR
PLT	M	Asphalt Equipment	15.66005	Asphalt Plant CMI PTD 400 2002	2002 CMI PTD 400 Asphalt		HR
EQP	Z	Miscellaneous Equipment	15.70001	2000 Tiara 43		SSUS4096E900	HR
PLT	M	Asphalt Equipment	15.92007	Burner, Long Reach Starjet		M61449	HR
PLT	M	Asphalt Equipment	15.94013	Fiber Metering Device	10K Heavy duty	12-112	HR
PLT	M	Asphalt Equipment	15.95008	Drag Chain 6x4x3/8x32"		A2868 K2E3	HR
PLT	M	Asphalt Equipment	15.98034	Drag Chain Double 6x4x3/8x34"		A2868	HR
EQP	Z	Miscellaneous Equipment	15.99000	I/C Rentals	I/C Rentals	12345	HR
EQP	Z	Miscellaneous Equipment	15.99001	Lab Trailer, Williams 1999	1999 Williams Lab Trailer	DS-08940	HR
EQP	Z	Miscellaneous Equipment	15.99510	Miscellaneous FRP	Diesel		HR
EQP	Z	Miscellaneous Equipment	15.99520	Miscellaneous WLD	Diesel		HR
EQP	Z	Miscellaneous Equipment	15.99530	Miscelaneous PCY			HR

EQP	Z	Miscellaneous Equipment	15.99535	Small Engine, PCY			HR
EQP	Z	Miscellaneous Equipment	15.99550	Miscellaneous HOS/TAL	GAS		HR
VEH	Z	Miscellaneous Equipment	15.99555	Miscellaneous TLH	Diesel		HR
EQP	Z	Miscellaneous Equipment	15.99560	Miscellaneous PLC	Diesel		HR
EQP	Z	Miscellaneous Equipment	15.99570	Miscellaneous OKE	GAS		HR
EQP	Z	Miscellaneous Equipment	15.99580	Miscellaneous PAL	GAS		HR
EQP	Z	Miscellaneous Equipment	15.99585	Miscellaneous Pen			HR
EQP	I	Excavation Equipment	15.99902	Troxler Gyratory 41408	Troxler 41408 Gyratory	741	HR
PLT	Z	Miscellaneous Equipment	15.99903	NCAT Asphalt Furnace	NCat Asphalt Furnace	1087990651272	HR
EQP	Z	Miscellaneous Equipment	15.99998	General Equipment Number	General Equipment Number	1234567	HR
EQP	Z	Miscellaneous Equipment	15.99999	Outside Rentals	Outside Rentals	123456	HR
VEH	2	Pickup Trucks	15.L0009	Donald Tate, Ford Expedit 2015	2015 Ford Expedition	1FMJU1HT3FEF16261	HR
VEH	2	Pickup Trucks	15.L0028	Chris Harrell,Jeep Wrangler 07	2007 Jeep Wrangler X Limi	1J4GB39157L115167	HR
VEH	2	Pickup Trucks	15.L0032	Bruno Hartwich - Pickup	Chevrolet 1500, 1996	2GCEC19W2T1136309	HR
VEH	2	Pickup Trucks	15.L0040	Pursell, Chad - Pickup	Toyota Tundra, 2004	5TBET34194S462246	HR
VEH	4	Sport Utility Vehicles	15.L0073	Lago, Karen Ford	Ford		HR
VEH	4	Sport Utility Vehicles	15.L0074	Robert Delisle, Jeep Cherokee	2021 Jeep Grand Cherokee	1C4RJEBGXMC862562	HR
VEH	2	Pickup Trucks	15.L0077	Travis Jamison - Truck	2015 Nissan Titan	1N6BA0EC0FN500600	HR
VEH	4	Sport Utility Vehicles	15.L0078	Ross, Penny - Toyota Camry		123	HR
VEH	4	Sport Utility Vehicles	15.L0083	Dalton, Grady - Toyota Car		321	HR
VEH	2	Pickup Trucks	15.L0085	Jeremy Bayn Powell Pickup	2012 Ford F150	1FTFW1ET4CFB36909	HR
VEH	2	Pickup Trucks	15.L0095	James Patterson, Ram 2022	2022 Dodge Ram 2500	3C6UR5DL0NG165162	HR
VEH	2	Pickup Trucks	15.L0099	Jimmy Strain Pick Up	2010 Chevrolet	3GCRCSE02AG204377	HR
VEH	2	Pickup Trucks	15.L0107	Thurman Matney- Pickup	Dodge Ram 2014	3C6JR6AT7EG284887	HR
VEH	2	Pickup Trucks	15.L0109	Robert Pecher, Ford 2003	Ford 2003		HR
VEH	2	Pickup Trucks	15.L0110	Justin Andrews, SILV1500 2014	2014 SILV1500 2 WD	3GCPCREC1EG284464	HR
VEH	2	Pickup Trucks	15.L0113	Michael Eastmond, Ford F250 15	2015 Ford F250	1FT7W2BT2FEA27065	HR
VEH	2	Pickup Trucks	15.L0116	Kenneth Ramsdell, F150 2019	2019 Ford F150	1FTEW1C57KFB83687	HR
VEH	2	Pickup Trucks	15.L0122	Matt Steele, Ford F150 2018	2018 Ford F150	1FTEW1EGXJFD48919	HR
VEH	2	Pickup Trucks	15.L0123	Chad Schind, Ford F250 2002	2002 Ford F250	1FTNX21F12EA96999	HR
VEH	2	Pickup Trucks	15.L0126	Paul Carlson, Ford F250 2022	2022 Ford F250	1FT7W2B6SNEG30505	HR
VEH	2	Pickup Trucks	15.L0127	Richard Straily, Ford F250 21	2021 Ford F250	1FTEW1CG8HKD51760	HR
VEH	2	Pickup Trucks	15.L0132	William Joiner, Ford 150 2010	2010 Ford F150	1FTFW1CV3AK38785	HR
VEH	4	Sport Utility Vehicles	15.L0133	Holly Toole, Toyota Corolla 22	2022 Toyota Corolla Cross	7MUEAAAG2NV025903	HR
VEH	2	Pickup Trucks	15.L0145	Ed Miller, Ford F250 2022	2022 Ford F250	1FT7W2BT7NEE12829	HR
VEH	2	Pickup Trucks	15.L0147	Matt Carden, GMC 1500 2022	2022 GMC 1500 Sierra		HR
VEH	2	Pickup Trucks	15.L0149	Charles Wibbing			HR
VEH	2	Pickup Trucks	15.L0150	Christy Roper, Chevy 2021	2021 Chevy Silverado	1GCPYCEF0MZ233769	HR
VEH	4	Sport Utility Vehicles	15.L0151	Sal Bonacci, Jeep Wrangler 16	2016 Jeep Wrangler	1C4BJWDG0GL306463	HR
VEH	2	Pickup Trucks	15.L0155	Mike Darville, Chevy 2018	2018 Chevy	3GCUKREC7JG476410	HR
VEH	2	Pickup Trucks	15.L0160	Jacob Ertle, Toyota Tundra 21	2021 Toyota Tundra	5TFHYSF16MX973132	HR
VEH	2	Pickup Trucks	15.L0161	Jamie Moretz, Ford F250 2018	2018 Ford F250	1FT7W2BTXJEC87402	HR
VEH	2	Pickup Trucks	15.L0166	Bryan Turner, Ford F350 2017	2017 Ford F150	1FTBW3DT7HEB45428	HR
VEH	2	Pickup Trucks	15.L0167	Lance Holland, Ford F150 2018	2018 Ford F150	1FTEW1E57JKF33208	HR
VEH	2	Pickup Trucks	15.L0168	Calvin Lewis, Tacoma 2022	2022 Toyota Tacoma	3TMAZ5CN3NM187575	HR
VEH	2	Pickup Trucks	15.L0169	John Behory, Ford 2016	2016 Ford	1FTEW1EF1GKF65623	HR
VEH	2	Pickup Trucks	15.L0170	William Rainard, GMC Sierra 20	2020 GMC Sierra	3GTU9CED3LG111971	HR
VEH	2	Pickup Trucks	15.L0173	Darren Wilder, Dodge Ram 2018	2018 Dodge Ram	3C6RR7KTXJG167628	HR
VEH	2	Pickup Trucks	15.L0175	Justin Holloway, Ford F150 15	2015 Ford F150	1FTEW1EFXFKF01580	HR
VEH	4	Sport Utility Vehicles	15.L0176	Connie Crowley, Acura MDX 2016	2016 Acura MDX	5FRYD3H49GB019589	HR
VEH	4	Sport Utility Vehicles	15.L0178	Macy Rogers, GMC Yukon 2016	2016 GMC Yukon	JTEZU5JR7F5085738	HR
VEH	2	Pickup Trucks	15.L0179	Bobby Braun, Chvy Avalance 03	2003 Chevy Avalanche	3GNEK13T03G208902	HR
VEH	2	Pickup Trucks	15.L0182	James Haywood, Dodge Ram 2023	2023 Dodge Ram	1C6SRFHT9PN522548	HR
VEH	2	Pickup Trucks	15.L0183	James Grier, Dodge Ram 2019	2019 Dodge Ram	1C6RR6FG4KS564656	HR
VEH	4	Sport Utility Vehicles	15.L0184	Noah Baker,GMC Envoy 2007	2007 GMC Envoy	1GKDS13S672201385	HR
VEH	2	Pickup Trucks	15.L0187	Billy Powell, Ford F250 2020	2020 Ford F250	1FT722BT6LEC54979	HR
VEH	2	Pickup Trucks	15.L0188	Bill Anderson, Ddg Ram 1500 18	2018 Dodge Ram 1500	1C6RR6PT8JS195598	HR
VEH	2	Pickup Trucks	15.L0189	Eli Miller, GMC 1500 2022	2022 GMC 1500 Sierra	TBD-1018-2	HR
VEH	4	Sport Utility Vehicles	15.L0191	Tonya Turner, Chevy Tahoe 2018	2018 Chevy Tahoe	1GNSCBKC6JR111708	HR
VEH	4	Sport Utility Vehicles	15.L0192	Mark D'Annunzio, Jeep GC 2021	2021 Jeep Grand Cheroke	1C4RJEBG9MC843775	HR
VEH	4	Sport Utility Vehicles	15.L0193	Sue Walker, Ford Expedition 21	2021 Ford Expedition	1FMJU1KT7MEA69164	HR
VEH	4	Sport Utility Vehicles	15.L0194	Kathryn Barnes, Ford Exp 2021	2021 Ford Expedition	1FMJK1JT7MEA40657	HR
VEH	4	Sport Utility Vehicles	15.L0196	Michelle Davis, Kia Sorento 13	2013 Kia Sorento	5XYKT3A69DG403849	HR
VEH	2	Pickup Trucks	15.L0198	Courtland Stoltz, Frontier 18	2018 Nissan Frontier	1N6AD0ER7JN760623	HR
VEH	2	Pickup Trucks	15.L0199	Leland Caudill, Chevy Silv 22	2022 Chevy Silv 1500	3GCUYGED3NG1200134	HR
VEH	2	Pickup Trucks	15.L0200	Victoria Blocker, Nis Titan 11	2011 Nissan Titan	1N6BA0EKXBN325614	HR
VEH	4	Sport Utility Vehicles	15.L0201	Christina Sheets, Toyota 4R 21	2021 Toyota 4Runner	JTEFU5JR3M5241886	HR
VEH	2	Pickup Trucks	15.L0202	Ernest Barnett, Chev Silv 2019	2019 Chevy Silverado	2GCVKPEC4K1166458	HR
VEH	2	Pickup Trucks	15.L0204	Daniel Hoyt, GMC Sierra 2013	2013 GMC Sierra	1GT120C87DF186476	HR
VEH	2	Pickup Trucks	15.L0206	James Johnson, Dodge Ram 2022	2022 dodge Ram 1500	1C6SRFLT1NN192313	HR
VEH	2	Pickup Trucks	15.L0210	Frank Bly, Toyoya Tacoma 2019	2019 Toyota Tacoma	3TMCZ5ANXLM349906	HR
VEH	2	Pickup Trucks	15.L0211	Jake Benitez, Ram 2500 2020	2020 Ram 2500	3C6UR5SL3LG200289	HR
VEH	2	Pickup Trucks	15.L0212	David Corbin, Silverado 2019	2019 Chevy Silverado	3GCUYEED2KG298276	HR
VEH	2	Pickup Trucks	15.L0213	Darryl Finch, GMC 2018	2018 GMC	3GTU2LEC6JG199861	HR

VEH	2	Pickup Trucks	15.L0215	Joseph Peterson, Ford F250 18	2018 Ford F250	1FT7W2BT1JEC61285	HR
VEH	2	Pickup Trucks	15.L0217	John Pollman, Ford F150 2023	2023 Ford F150	1FTFW1ED0PF822231	HR
VEH	2	Pickup Trucks	15.L0218	Campbell Swatts, Silverado 22	2022 Chevy Silverado	1GC4YREY5LF135456	HR
VEH	2	Pickup Trucks	15.L0219	Robert Gross, Ram 2500 2015	2015 Dodge Ram 2500	3C6UR5DL1FG520275	HR
VEH	2	Pickup Trucks	15.L0221	Chris Gross, Toyota Tundra 19	2019 Toyota Tundra	5TFAY5F16KX786617	HR
VEH	2	Pickup Trucks	15.L0222	John Bass, Toyota Tundra 2020	2020 Toyota Tundra	5TFHY5F19LX927194	HR
VEH	2	Pickup Trucks	15.L0223	Ronald Drake, Chev Tahoe 2017	2017 Chevy Tahoe	1GNSCBKC6HR289175	HR
VEH	2	Pickup Trucks	15.L0224	Robert Cornell, Chevy Silv 18	2018 Chevy Silverado	3GCUKREC5JG626482	HR
VEH	2	Pickup Trucks	15.L0225	Calvin L Smith, Chevy Silv 21	2021 Chevy Silverado	1GC4YUEY7MF157690	HR
VEH	2	Pickup Trucks	15.L0228	Bryce Littlefield, Toy Tund 16	2016 Toyota Tundra	5TFDW5F11GX551309	HR
VEH	2	Pickup Trucks	15.L0229	Joseph True, Ford F150 2019	2019 Ford F150	1FTEW1EP3KFC06493	HR
VEH	2	Pickup Trucks	15.L0231	Michael Ford, Chevy Silv 2020	2020 Chevy Silverado	3GCUYDED2LG163181	HR
VEH	4	Sport Utility Vehicles	15.L0232	Carlos Gonzalez, Kia 2020	2020 Kia Telluride	5XYP54HC1LG066075	HR
VEH	4	Sport Utility Vehicles	15.L0233	Caitlin Harrison, 4Runner 2021	2021 Toyota 4 Runner	JTEFU5JRXM5233753	HR
VEH	2	Pickup Trucks	15.L0234	James Davis, Chev Silverado 14	2014 Chevy Silverado	3GCUKREC6EG427088	HR
VEH	2	Pickup Trucks	15.L0235	David Weeks, Jeep Wrangler 20	2020 Jeep Wrangler	1C4HJXEG5LW267716	HR
VEH	2	Pickup Trucks	15.L0236	Christian Grimes, GMC 2022	2017 Toyota Tacoma	1GTUUEET4NZ603073	HR
VEH	2	Pickup Trucks	15.L0238	Austin Amos, Ram 1500 2013	2013 Dodge Ram 1500	1C6RR7GT4DS699933	HR
VEH	2	Pickup Trucks	15.L0239	Casey Martin, Ford F250 2020	2020 Ford F250	1FT7W23T6LEE58794	HR
VEH	2	Pickup Trucks	15.L0240	Arthur Calder, GMC 2500 22	2022 GMC K2500	1GT49REYXNF160773	HR
VEH	4	Sport Utility Vehicles	15.L0241	Jose Hernandez, Ford Expl 2020	2020 Ford Explorer	1FMSK7DH8LGD13476	HR
VEH	2	Pickup Trucks	15.L0242	Brittany Bradly, Kia Telluride 21	2021 Kia Telluride Sport	5XYP34HC8MG165550	HR
VEH	2	Pickup Trucks	15.L0243	Robert Calhoun, Ford F150 2014	2014 Ford F150	1FTFW1EF0EFC63542	HR
VEH	2	Pickup Trucks	15.L0244	Larry Martin, Ford F150 2018	2018 Ford F150	1FTEW1EP3JFE37330	HR
VEH	2	Pickup Trucks	15.L0245	Dianne Beasley, Tacoma 2013	2013 Toyota Tacoma	5TFTX4GNXDX019850	HR
VEH	2	Pickup Trucks	15.L0246	Phillip Ondrovic, Silverado 21	2021 Chevy Silverado	1GCUYDED3MZ302638	HR
VEH	2	Pickup Trucks	15.L0247	Robert Matthews, Ford F150 22	2022 Ford F150 King Ranch	1FTEW1E88NFA84422	HR
VEH	2	Pickup Trucks	15.L0248	Donald Lipford, Ford F250 2015	2015 Ford F250	1FT7W2BT0FEC51337	HR
VEH	2	Pickup Trucks	15.L0250	James Wilkerson, Chevy Sil 23	2023 Chevy Silverado	2GC4YNEY9P1710955	HR
VEH	2	Pickup Trucks	15.L0251	Kelby Sheets, Silverado 2014	2014 Chevy Silverado	1GCNKREC8EZ226586	HR
VEH	2	Pickup Trucks	15.L0252	Melissa Thomas, GMC Terrain 21	2021 GMC Terrain Sport WG	3GKALVEV9ML399310	HR
VEH	2	Pickup Trucks	15.L0253	Aaron Palmer, Ford F150 2017	2017 Ford F150	1FTEW1EF4HFA85389	HR
VEH	2	Pickup Trucks	15.L0254	Chris Bauldree, Chevy Trave 15	2015 Chevy Traverse	1GNKRFED2FJ249827	HR
VEH	2	Pickup Trucks	15.L0255	James Moller, Chevy Silv 2021	2021 Chevy Silverado	1GC4YLEY0MF129045	HR
VEH	2	Pickup Trucks	15.L0257	Brian Owen, Dodge Ram 1500 19	2019 Dodge Ram 1500	1C6RREJT7KN635152	HR
VEH	2	Pickup Trucks	15.L0258	Steve Straily, Ford F150 2023	2023 Ford F150	1FTEW1CP6PKD73903	HR
VEH	2	Pickup Trucks	15.L0260	Todd Batchelor, GMC K2500 20	2020 GMC K2500	1GT49PEY9LF308980	HR
VEH	2	Pickup Trucks	15.L0261	Victor Jackson, Nissan Titan	2011 Nissan Titan	1N6BA0EC3BN316150	HR
VEH	2	Pickup Trucks	15.L0262	Jeremy Bowman, Dodge 1500 20	2020 Dodge Ram 1500	1C6RREFT4LN306581	HR
VEH	2	Pickup Trucks	15.L0263	John Scherer, Tundra 2022	2022 Toyota Tundra	5TFLA5AB6NX003538	HR
VEH	4	Sport Utility Vehicles	15.L0264	Morgan Quirk, Kia Telluride 23	2023 Kia Telluride	5XYP34GC6PG387834	HR
VEH	2	Pickup Trucks	15.L0265	Aaron Gray, Chevy Silverado 12	2012 Chevy Silverado	3GCPCSE02CG140027	HR
VEH	2	Pickup Trucks	15.L0266	William Thames, Colorado 2021	2012 Chevy Colorado	1GCGSCEN7M1141372	HR
VEH	2	Pickup Trucks	15.L0267	James Haney, Toyota Tundra 23	2023 Toyota Tundra	5FTJC5DB3PX020880	HR
VEH	2	Pickup Trucks	15.L0269	Clinton Hopper, Ford F250 2017	2017 Ford F250	1FT7W2BT9HEF05615	HR
VEH	4	Sport Utility Vehicles	15.L0270	Ryan Dix, Dodge Journey 2015	2015 Dodge Journey	3C4PDCBB3FT535452	HR
VEH	4	Sport Utility Vehicles	15.L0271	Nabilah Miah, Honda Civic 2019	2019 Honda Civic	19XFC1F39KE013851	HR
VEH	2	Pickup Trucks	15.L0272	Danny Peters, Ford F250 2020	2020 Ford F250	1FT7W2BT7LED44609	HR
VEH	2	Pickup Trucks	15.L0273	Aaron Campbell,GMC Canyon 2018	2018 GMC Canyon	1GTG6DEN5J1182587	HR
VEH	2	Pickup Trucks	15.L0274	John Gilliland,GMC Sierra 2019	2019 GMC Sierra	2GTV2LEC0K1176591	HR
VEH	4	Sport Utility Vehicles	15.L0275	Kalan Langston,GMC Acadia 2017	2017 GMC Acadia	1GKKNJLA7HZ244700	HR
VEH	2	Pickup Trucks	15.L0276	Adalberto Satiago,ToyotaTun 16	2016 Toyota Tundra	5TFRM5F10GX096707	HR
VEH	4	Sport Utility Vehicles	15.L0277	Ana Malo, Nissan Sentra 2015	2015 Nissan Sentra	3N1AB7APXFL679177	HR
VEH	2	Pickup Trucks	15.L0278	Herbert Joyner, Ram 1500 2014	2014 Dodge Ram 1500	1C6RR7FT7ES123725	HR
VEH	2	Pickup Trucks	15.L0279	Joseph Chambliss,Toyota Tun 10	2010 Toyota Tundra	5TFRY5F16AX087036	HR
EQP	78	Trailer	15.R0034	Trailer, 14 X 60 Off, Modspace	Modspace, 14 X 60 Off Tra	DSI14013A	HR
EQP	78	Trailer	15.R0035	Trailer, 14 X 60 Off, Modspace	Modspace, 14 X 60 Off Tra	DSI14013B	HR
HVH	0	On-Highway TruckS	15.R0075	Dump Truck, Kenworth T800 2016	T800 Kenworth Dump Truck	3BKDXPEX6GF480767	HR
HVH	0	On-Highway TruckS	15.R0076	Dump Truck,Kenworth T800 2016	T800 Kenworth Dump Truck	3BKDXPEX1GF480773	HR
HVH	0	On-Highway TruckS	15.R0077	Dump Truck,Kenworth T800 2016	T800 Kenmworth Dump Truck	3BKDXPEX4GF480766	HR
HVH	0	On-Highway TruckS	15.R0078	Dump Truck,Kenworth T800 2016	T800 Kenworth Dump Truck	3BKDXPEX6GF480770	HR
HVH	0	On-Highway TruckS	15.R0079	Dump Truck,Kenworth T800 2016	T800 Kenworth Dump Truck	3BKDXPEXXGF480769	HR
HVH	0	On-Highway TruckS	15.R0080	Dump Truck,Kenworth T800 2016	T800 Kenworth Dump Truck	3BKDXPEXXGF480772	HR
HVH	0	On-Highway TruckS	15.R0081	Dump Truck,Kenworth T800 2016	T800 Kenworth Dump Truck	3BKDXPEX8GF480768	HR
HVH	0	On-Highway TruckS	15.R0095	Dump Truck,Kenworth T800 2016	T800 Kenworth Dump Truck	1NKDX4EX0GJ123813	HR
HVH	0	On-Highway TruckS	15.R0096	Dump Truck,Kenworth T800 2016	T800 Kenworth Dump Truck	1NKDX4EX2GJ123814	HR
HVH	0	On-Highway TruckS	15.R0097	Dump Truck,Kenworth T800 2016	T800 Kenworth Dump Truck	1NKDX4EX4GJ123815	HR
HVH	0	On-Highway TruckS	15.R0098	Dump Truck,Kenworth T800 2016	T800 Kenworth Dump Truck	1NKDX4EX6GJ123816	HR
HVH	0	On-Highway TruckS	15.R0099	Dump Truck, Kenworth T800 2016	T800 Kenworth Dump Truck	1NKDX4EX8GJ123817	HR
HVH	0	On-Highway TruckS	15.R0100	Dump Truck,Kenworth T800 2016	T800 Kenworth Dump Truck	1NKDX4EXXGJ123818	HR
HVH	0	On-Highway TruckS	15.R0119	Dump Truck,Kenworth T800 2017	T800 Kenworth Dump Truck	INKDX4EX1HJ164839	HR
HVH	0	On-Highway TruckS	15.R0120	Dump Truck, Kenworth T800 2017	T800 Kenworth Dump Truck	1NKDX4EX8HJ164840	HR
HVH	0	On-Highway TruckS	15.R0121	Dump Truck, Kenworth T800 2017	T800 Kenworth Dump Truck	1NKDX4EXXHJ164841	HR
HVH	0	On-Highway TruckS	15.R0122	Dump Truck, Kenworth T800 2017	T800 Kenworth Dump Truck	INKDX4EX1HJ164842	HR

HVH	0	On-Highway TruckS	15.R0123	Dump Truck, Kenworth T800 2017	T800 Kenworth Dump Truck	1NKDX4EX3HJ164843	HR
HVH	0	On-Highway TruckS	15.R0124	Dump Truck, Kenworth T800 2017	T800 Kenworth Dump Truck	1NKDX4EXXHJ164838	HR
EQP	48	Dump Off Rd	15.R0126	Off Road Dump, JD 300D 2018	300D2 John Deere Off Road	1DW300DXCGE674301	HR
EQP	48	Dump Off Rd	15.R0127	Off Road Dump, JD 300D 2018	300D2 John Deere Off Road	1DW300DXPGE674303	HR

DANIEL A HOYT

4511 Micanopy Crescent Drive, Lakeland Florida 33811
(817) 771-8567, DAHoyt2014@yahoo.com

Summary of Qualifications

- **Industry experience – 25+ years in public and private infrastructure projects from hands-on operations roles to project and division management leadership**
- **P & L management – responsible for financial results from project to division level**
- **Strategic growth – expansion through acquisitions and organic growth in existing and new markets**
- **Leadership – skilled at influencing subordinates, peers, superiors and outside stakeholders through trust, commitment and teamwork**
- **Commitment to safety – track record of operating in a safety-first manner for the protection of construction teams and betterment of company financial performance**
- **Customer focus – promoting win-win relationships for company and project owners**

Work History

July 2015 – Present

The Lane Construction Corporation

Construction Manager, Area 5 B of I-4 Ultimate ***(November 2017 – Present)***

Lane is part of a three-party construction joint venture team (Skanska, Granite, Lane) building a $2.6B design-build/P3 project for FDOT D5 reconstructing 21 miles of I-4, including the addition of four tolled express lanes while maintaining the existing, free general use lanes through Orlando, FL. Dan leads operations for earthwork fill, asphalt paving, concrete paving and concrete barrier wall.

Headcount under Dan's responsibility ranges from 180 to 240 employees (current) with direct reports including:

- General Superintendent, Roadway – over 2.5MM cy earthwork fill and trucking operation, 240,000 cy of concrete paving, 210 miles of CIP barrier wall, and concrete plant operations. Team includes 7 additional superintendents and 14 foremen.
- Senior Asphalt Superintendent – over 1.6MM tons of asphalt paving operations. Team includes 2 additional superintendents and 5 foremen.
- Senior Project Engineers – over scheduling, job costing, billing, submittals, etc.
- Quality Control

Project Manager, I-35 Express Project ***(July 2015 – November 2017)***

Dan was asked to rejoin Lane and turnaround a struggling asphalt operation on $1.7B three-party joint venture (Archer Western, Granite, Lane) constructing a design-build project consisting of 28 miles of IH-35E in Dallas & Denton Counties, TX. More than 1.5MM tons of asphalt were used in constructing the roadway, of which more than 340,000 tons were stone mastic asphalt (SMA). Dan was responsible for all asphalt construction and daily production at the on-site plant.

Upon joining the project, Dan inherited one paving crew and was tasked with ramping up the operation to meet project milestones. Dan brought on 3 additional crews and led a group of 2 superintendents, 4 foremen, 2

project engineers and added a subcontractor partner (3 crews and an on-site plant). Key to the successful turnround of the paving operation was close coordination with earthwork and bridge operations.

March 2015 to July 2015

DAB Construction, Vice President

Responsible for all operations of a $80MM per year company consisting of a construction division (grading, underground utility, asphalt paving) and three asphalt plants. Responsible for all facets from estimating to financial profit and loss.

November 2013 to March 2015

DeMoya Group, Project Manager

Completed several construction projects, including the $84MM design-build, joint venture Gandy Boulevard Project in St. Pete, FL and the $134MM I-4 rebuild from Gandy Boulevard to I-295. Additionally, he assisted with closeout of the Wekiva Parkway Section 4 project. In his role, he was responsible for overall management of construction projects and oversaw roadway and drainage take offs and pricing.

July 2010 to July 2013

The Lane Construction Corporation, Florida Asphalt Plant Manager

P&L responsibility for a $60MM+ operation in Tampa, Florida, including Hillsborough, Pasco, Hernando, Manatee and Polk counties. Established budgets for 6 plant locations, 1 lime rock mine, large repair and maintenance facility, and regional office. Responsible for the safety and welfare of all employees and of the environmental impacts associated with operational areas. Highlights include:

- Leading a team of 175+ employees with direct reports of an Operations Manager, Plants Manager, Office Manager, Safety Manager and an Estimator. Operations included 6 paving and 3 milling crews, 5 construction crews and 3 Project Managers.
- Turning around operation from $6MM loss to $1MM profit.
- Expanding operation through acquisition of 2 asphalt plants (Daytona and Melbourne).

August 2009 to July 2010

APAC Southeast, Operations Manager

Managed a $50MM+ operation. Responsible for daily, weekly and monthly job costs for construction crews and 3 asphalt plants. Team included 5 Project Managers, 1 Plant Manager, QC Manager, 3 Superintendents and 6 paving crews building FDOT and private work. Dan was a leader in bringing reorganization to the forefront and downsized a top-heavy culture with proper organizational structure leading to fixed and variable cost cuts saving $2.4MM without compromising safety, quality or commitment to the customer.

September 2008 to August 2009

Hubbard Construction Company, Project Manager

Duties included daily, weekly, and monthly job costs, plant operations and crew operations. Bid FDOT work as well as private work, budget creation and monthly status reviews. Sought out potential growth in the market north and south of the Palm Beach areas as well as creating other opportunities associated with the construction industry.

1992 – September 2008

The Lane Construction Corporation

Dan advanced through multiple levels within Lane starting as an asphalt paving foreman in 1992. During his tenure he was promoted to Assistant Plant Manager in 1997, Superintendent for key asphalt operations and special projects in 2001, Plant Manager for multiple asphalt plants in northern Virginia/Washington D.C. area and field operations for five paving crews in 2006, and Assistant District Manager in Florida for multiple asphalt plants, a lime rock mine, a fleet repair facility, and a regional office in 2008.

- **Assistant District Manager – Florida**
  Oversight of a $22,000,000 asphalt operations in Florida, establishing budgets for three asphalt plant locations, lime rock mine, large repair facility and regional office. Cost analysis of all jobs and projects as well as the plant budgets. Implementation and execution of corporate goals, oversight and evaluation of potential growth opportunities in Florida and the successful procurement of key contracts. Responsible for the safety and welfare of all employees and of the environmental impacts associated with these operations. Led the successful acquisition of a competitor's facility in the Tampa market which allowed the broadening of the market base to expand the service region to utilize our industry strength.

- **Plants Manager, Alexandria Virginia**
  Manager in charge of all asphalt related operations for 2 to 5 plants in Metro DC as well as field operations consisting of 5 paving crews, 3 complete milling and clean-up crews, 2 stone base crews and all other related aspects of operations. Responsible for a team of 195 employees and the monitoring of costs, establishing budgets and executing the operation.

- **Superintendent – Special Projects**
  Superintendent of key asphalt operations and special projects throughout the entire organization. Daily, weekly and monthly monitoring of various projects ongoing within the company along the east coast.

- **Assistant Plant Manager, PA**
  In charge of asphalt paving and milling in the Pittsburgh plants area of western PA. Duties included daily, weekly and monthly scheduling of asphalt and milling crews and their associated equipment and trucking needs as well as monitoring of quality control in the field and daily correspondence with the owners.

- **Foreman**
  Led paving crews on various public and private projects. Daily quantities, time, figuring mix, repairing and updating of paving equipment.

Early career

- Direnzo and Sons - Foreman (1990 - 1992)
- Blue Rock Industries – Laborer to Foreman to Estimator / PM (1985 - 1990)

Education

University of Maine at Orono
BS Economics with minor in Finance, May 1985

Jamie Moretz

Vice President – Central and South Florida Divisions

Jamie Moretz has 25 years of management experience in Florida's civil construction industry, previously serving as Vice President of a large Florida-based civil contractor and asphalt producer prior to joining C.W. Roberts Contracting, Inc. in August of 2020. Throughout the course of his professional career, Jamie has proven success in all areas of civil construction operations from estimating and project management to operations and division management and executive leadership. Jamie is a graduate engineer with a Bachelor of Science from Clemson University.

CWR
CONTRACTING, INC.

REFERENCES

Credit References

Banking:

- PNC Bank
  One Financial Pkwy
  Kalamazoo, MI 49009

  Ryan Anthony
  VP of Corporate Banking
  205-746-1923

Insurance

- McGriff, Seibels & Williams, Inc.
  P.O. Box 10265
  Birmingham, AL 35202

  Dave Nichols
  Account Representative
  205-252-9871

Bonding

- Turner Insurance & Bonding Co.
  2601 Bell Road
  Montgomery, AL 36117

  Renee Ellis or
  Paul Scott
  334-244-0004

Trade References

- Eli Roberts & Sons Oil Company
  2195 Lake Bradford Road
  Tallahassee, Florida 32310

  Charlie Roberts-President
  850-576-3145, Fax 850-574-3788
  lori@eliroberts.com

- Ring Power
  32000 Blue Star Hwy
  Midway, FL 32343

  Ted Gerrell
  Vice-President, Regional Manager
  850-536-2304, Fax 850-536-2383

- Beard Equipemnt Company
  2480 E. I-65 Service Rd. N.
  Mobile, Alabama 36617

  Tommy Slay
  850-251-0741
  slay@beardequipment.com

CWR CONTRACTING, INC.

C. W. Roberts Contracting, Inc.
Earthwork, Roadways, Storm Drain & Underground Utilities
8581 SW Jayme Way, Palm City, FL 34990
Office: 772-288-0951 Fax: 772-288-0983

CWR CONTRACTING, INC.

Completed Projects & Professional References

GOVERNMENT/PUBLIC REFERENCES

MARTIN COUNTY BOCC
2401 SE MONTEREY ROAD
STUART, FL 34996
LOGAN HUBER (772) 288-5932
FAX (772) 288-5789
EMAIL: LHUBER@MARTIN.FL.US

PROJECTS:

MAPP ROAD MULTIMODAL ENHANCEMENTS
CONTRACT DATE: 06/09/2017
COMPLETED: 09/26/2018
ORIGINAL CONTRACT AMOUNT: $1,378,371.20
COMPLETED CONTRACT AMOUNT: $1,378,822.59

MAPP ROAD TOWN CENTER STORMWATER IMPROVEMENTS
CONTRACT DATE: 07/18/2017
COMPLETED: 09/06/2018
ORIGINAL CONTRACT AMOUNT: $851,815.20
COMPLETED CONTRACT AMOUNT: $870,820.41

FARM ROAD RECONSTRUCTION
CONTRACT DATE: 04/25/2017
COMPELTED: 02/09/2018
ORGINAL CONTRACT AMOUNT: $2,478,265.73
COMPLETED CONTRACT AMOUNT: $2,384,028.27

KRYSTI BROTHERTON (772) 288-5777
FAX: (772) 288-5789
EMAIL: KBROTHER@MARTIN.FL.US

MAPP ROAD RESURFACING
CONTRACT DATE: 04/10/2018
COMPLETED: 11/09/2018
ORIGINAL CONTRACT AMOUNT: $743,850.82
COMPLETED CONTRACT AMOUNT: 663,384.30

SR 76 INTERCHANGE IMPROVEMENTS
CONTRACT DATE: 06/09/2015
COMPLETED: 07/05/2017
ORIGINAL CONTRACT AMOUNT: $5,784,913.57
COMPLETED CONTRACT AMOUNT: $5,988,445.07

KEN VREELAND (772) 288-5430
EMAIL: KVREELAN@MARTIN.FL.US

NORTH RIVER SHORES NEIGHBORHOOD RESTORATION (RESURFACING)
CONTRACT DATE: 07/30/2019
COMPLETED DATE: 12/17/2019
ORIGINAL CONTRACT AMOUNT: $1,283,054.66
COMPLETED CONTRACT AMOUNT: $1.302.748.40

SW HIGH MEADOW AVENUE
CONTRACT DATE: 10/17/2019
COMPLETED DATE: 04/30/2020
ORIGINAL CONTRACT AMOUNT: $60,891.00
COMPLETED CONTRACT AMOUNT: $58,641.00

LUKAS LAMBERT (772) 221-2300
EMAIL: LLAMBERT@MARTIN.FL.US

ROADWAY RESURFACING
CONTRACT DATE: 01/07/2020
COMPLETED DATE: TBD
ORIGINAL CONTRACT AMOUNT: $7.499,256.50
COMPLETED CONTRACT AMOUNT: TBD

MARTIN COUNTY ANNUAL W/O #21 CROSS RIP AT DIXIE HIGHWAY
CONTRACT DATE: 07/07/2021
COMPLETED DATE: 09/30/2021
ORIGINAL CONTRACT AMOUNT: $177,101.51
COMPLTED CONTRACT AMOUNT: $194,024.48

DOUG NORMAN
EMAIL: DNORMAN@HOYLETANNER.COM

CUSTOMS RAMP REHABILITATION
CONTRACT DATE: 09/29/2020
COMPLETED DATE: 10/31/2021
ORIGINAL CONTRACT AMOUNT: $716,519.15
COMPLETED CONTRACT AMOUNT: $677,803.85

GEORGE DZAMA (772) 463-2837
EMAIL: GDZAMA@MARTIN.FL.US

MARTIN COUNTY ANNUAL W/O #10 TROPICAL FARMS
CONTRACT DATE: 12/18/2020
COMPLETED DATE: 3/31/2021
ORIGINAL CONTRACT AMOUNT: $675,469.15
COMPLETED CONTRACT AMOUNT: $794,143.37

MARTIN COUNTY ANNUAL W/O #13 SHERIFF'S OFFICE
CONTRACT DATE: 01/22/2021
COMPLETED DATE: 3/23/2021
ORIGINAL CONTRACT AMOUNT: $169,966.25
COMPLETED CONTRACT AMOUNT: $177,569.20

GOMEZ AFFORDABLE HOUSING
CONTRACT DATE: 01/05/2021
COMPLETED DATE: 04/18/2022
ORIGINAL CONTRACT AMOUNT: $847,962.65
COMPLETED CONTRACT AMOUNT: $899,899.72

MARTIN COUNTY UTILITIES
PO BOX 9000
STUART, FL 34995

PROJECTS:
MC SOLID WASTE LANDFILL
CONTRACT DATE: 11/13/2019
COMPLETED DATE: 02/29/2020
ORIGINAL CONTRACT AMOUNT: $148,280.98
COMPLETED CONTRACT AMOUNT: $153,137.08

CITY OF PORT ST LUCIE
121 SW PORT ST LUCIE BOULEVARD
PORT ST LUCIE, FL 34984
CLYDE CUFFY (772)871-7643
FAX (772) 871-5289
EMAIL: CCUFFY@CITYOFPSL.COM
ENGINEER: GARY JONES (CAPTEC ENGINEERING)
(772) 692-4344
EMAIL: GJONES@GOCAPTEC.COM

MARCELO DIMITRIOU (772) 979-0082
ENGINEER (CULPEPPER & TERPENING)
EMAIL: MDIMITRIOU@CT-ENG.COM

PROJECTS:
ROSSER BOULEVARD SIDEWALK RECONSTRUCTION & FULL DEPTH RECLAMATION
CONTRACT DATE: 06/05/2017
COMPLETED: 02/19/2018
ORIGINAL CONTRACT AMOUNT: $1,578,570.26
COMPLTED CONTRACT AMOUNT: $1,560,234.32

TRADITION LOOP ROAD
CONTRACT DATE: 07/30/2018
COMPLETED: 01/01/2020
ORIGINAL CONTRACT AMOUNT: $3,306,048.40
COMPLETED CONTRACT AMOUNT: $3,439,463.15

EMPIRE STREET
CONTRACT DATE: 09/29/2017
COMPLETED: 01/12/2018
ORIGINAL CONTRACT AMOUNT: $136,617.00
COMPLTED CONTRACT AMOUNT: $123,839.60

INDIAN RIVER COUNTY
180 27TH STREET
VERO BEACH, FL 32960
JILL WILLIAMS (772) 226-1380
EMAIL: JWILLIAMS@IRCGOV.COM

PROJECTS:
(CR510) 85TH STREET RIGHT TURN LANE ADDITION
CONTRACT DATE: 05/01/2018
COMPLETED: 08/31/2018
ORIGINAL CONTRACT AMOUNT: $151,016.30
COMPLTED CONTRACT AMOUNT: $127,726.03

CITY OF VERO BEACH
PO BOX 1389
VERO BEACH, FL 32960
DON DEXTER (772) 978-4872
FAX (772) 770-5836
EMAIL: DDEXTER@COVB.ORG

PROJECTS:
STREET RESURFACING PROJECT
CONTRACT DATE: 08/09/2017
COMPLETED: 01/31/2018
ORIGINAL CONTRACT AMOUNT $530,930.00
COMPLETED CONTRACT AMOUNT: $327,277.00

CONN BEACH RESTORATION 2017
CONTRACT DATE: 02/24/2017
COMPLETED: 03/16/2017
ORIGINAL CONTRACT AMOUNT: $319,375.00
COMPLETED CONTRACT AMOUNT: $354,026.97

CONN BEACH RESTORATION
CONTRACT DATE: 02/15/2012
COMPLETED: 03/23/2018
ORIGINAL CONTRACT AMOUNT: $321,877.00
COMPLTED CONTRACT AMOUNT: $321,877.00

CONN BEACH RESTORATION
CONTRACT DATE: 020/15/2012
COMPLETED: 04/11/2018
ORIGINAL CONTRACT AMOUNT: $272,218.75
COMPLTED CONTRACT AMOUNT: $255,691.38

CITY OF VERO BEACH RESURFACING 2021
CONTRACT DATE: 07/01/2021
COMPLETED: 09/30/2021
ORIGINAL CONTRACT AMOUNT: $504,624.00
COMPLETED CONTRACT AMOUNT: $471,294.00

CITY OF SEBASTIAN
1225 MAIN STREET
SEBASTIAN, FL 32958
FRANK WATANABE (772) 388-8228
EMAIL: FWATANABE@CITYOFSEBASTIAN.ORG

PROJECTS:
AIRPORT DRIVE EAST - SEBASTIAN AIRPORT
CONTRACT DATE: 02/06/2014
COMPLETED: 07/30/2015
ORIGINAL CONTRACT AMOUNT: $752,741.10
COMPLETED CONTRACT AMOUNT: $705,629.09

ST LUCIE COUNTY
2300 VIRGINIA AVENUE
FORT PIERCE, FL 34982
LORI ROCKY (772) 462-2517
EMAIL: ROCKYL@STLUCIECO.ORG
ENGINEER: MARCELO DIMITRIOU (77) 979-0082
CULPEPPER & TERPENING

EMAIL: MDIMITRIOU@CT-ENG.COM

PROJECTS:
NORTH 2ND STREET
CONTRACT DATE: 03/23/2015
COMPLETED: 04/14/2018
ORIGINAL CONTRACT AMOUNT: $5,749,548.13
COMPLETED CONTRACT AMOUNT: $6,497,397.64

PRIMA VISTA BOULEVARD MILLING & RESURFACING & DRAINAGE WEST OF US HWY 1
CONTRACT DATE: 10/01/2019
COMPLETED DATE: 12/1/2021
ORIGINAL CONTRACT AMOUNT: $3,314,504.48
COMPLETED CONTRACT AMOUNT: $3,451,041.56

KEVIN LINDGREN (772) 462-2350
EMAIL: LINDGRENK@STLUCIECO.GOV

TCIA STORMWATER IMPROVEMENTS
CONTRACT DATE: 11/10/2020
COMPLETED DATE: 06/30/2021
ORIGINAL CONTRACT AMOUNT: $197,078.00
COMPLETED CONTRACT AMOUNT: $246,690.83

ST LUCIE COUNTY FIRE DISTRICT
5900 FORT PIERCE BOULEVARD
FORT PIERCE, FL 34951
JENNIFER CHAMBERS (772) 621-3380
EMAIL: JCHAMBERS@SLCFD.ORG

PROJECTS:
ST LUCIE COUNTY FIRE STATION #7
CONTRACT DATE:
COMPLETED DATE: 02/17/2020
ORIGINAL CONTRACT AMOUNT: $67,145.00
COMPLETED CONTRACT AMOUNT: $71,240.00

CITY OF STUART
121 SW FLAGLER AVENUE
STUART, FL 34994
MARC ROGOLINO (772) 221-4700
EMAIL: MROGOLINO@CI.STUART.FL.US

PROJECTS:
NE CARDINAL AVENUE - MILL & OVERLAY
CONTRACT DATE: 07/25/2019
COMPLETED: 02/17/2020
ORIGINAL CONTRACT AMOUNT: $30,680.00
COMPLETED CONTRACT AMOUNT: $83,996.50

PALM CITY ROAD RAISED CROSSWALKS
CONTRACT DATE: 10/1/2019
COMPLETED: 03/12/2020
ORIGINAL CONTRACT AMOUNT: $43,707.50
COMPLETED CONTRACT AMOUNT: $60,797.68

ZONE 2 MILL & OVERLAY
CONTRACT DATE: 12/2/2019
COMPLETED: 04/13/2020
ORIGINAL CONTRACT AMOUNT: $180,765.30
COMPLETED CONTRACT AMOUNT: $189,465.30

CITY OF FORT PIERCE
100 N. US HIGHWAY 1
FORT PIERCE, FL 34950
ED SEISSIGER (772) 467-3780
EMAIL: ESEISSIGER@CITYOFFORTPIERCE.COM

PROJECTS:
2020 STREET RESURFACING PROJECT
CONTRACT DATE: 1/6/2021
COMPLETED DATE: 1/13/2021
ORIGINAL CONTRACT AMOUNT: $263,948.80
COMPLETED CONTRACT AMOUNT: $270,668.80

ST JOHNS WATER MANAGEMENT DISTRICT
4049 REID STREET
PALATKA, FL 32308
JAMES RIDER (321) 984-4941
EMAIL: JRIDER@SJRWMD.COM

PROJECTS:
TOM LAWTON ACCESS ROAD
CONTRACT DATE: 01/18/2021
COMPLETED DATE: 04/30/2021
ORIGINAL CONTRACT AMOUNT: $180,000.00
COMPLETED CONTRACT AMOUNT: $159,750.00

FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)
3601 OLEANDER AVENUE
FORT PIERCE, FL 34982
JOHN WHITFORD (772) 429-4817
EMAIL: JOHN.WHITFORD@DOT.STATE.FL.US

PROJECTS:
SR76 PORT ST LUCIE TWIN BRIDGES
CONTRACT DATE: 02/5/2021
COMPLETED DATE: 03/22/2021
ORIGINAL CONTRACT AMOUNT: $230,542.76
COMPLETED CONTRACT AMOUNT: $230,542.76

BILL SMITHSON (561) 685-3273
EMAIL: BSMITHSON@K-FACTORINC.COM

E4U33 A1A INDIAN RIVER COUNTY
CONTRACT DATE: 05/11/2020
COMPLETED DATE: 2/17/2022
ORIGINAL CONTRACT AMOUNT: $6,709,661.59
COMPLETED CONTRACT AMOUNT: $6,392,680.27

GC/DEVELOPER REFERENCES

CAM CONSTRUCTION
8109 E. MARTIN LUTHER KING JR. BOULEVARD
TAMPA, FL 33619
MIKE LEMONS (713) 626-8643
FAX: (772) 626-8699
EMAIL: MLEMONS@CAMCONSTRUCTIONSERVICES.COM

PROJECTS:
DOLLAR TREE #1790 - FORT PIERCE
CONTRACT DATE: 03/01/2018
COMPLETED: 07/26/2018
ORIGINAL CONTRACT AMOUNT: $406,699.95
COMPLETED CONTRACT AMOUNT: $410,615.85

W. H. BASS, INC.
11300 JOHNS CREEK PARKWAY, SUITE 100
DULUTH, GA 30097
FRANK TATE/SARAH AKINES (770) 729-3864 OFFICE
EMAIL: FTATE@WHBASS.COM

PROJECTS:
CHICK FIL A (FORT PIERCE)
CONTRACT DATE: 020/15/2018
COMPLETED: 08/01/2018
ORIGINAL CONTRACT AMOUNT: $325,905.62
COMPLETED CONTRACT AMOUNT: $342,597.25

HOOKS CONSTRUCTION
2211 S. KANNER HIGHWAY
STUART, FL 34994
MIKE MELTZER (772) 419-8828 OFFICE
EMAIL: MIKE@HOOKSCONSTRUCTION.NET

PROJECTS:
BARON SHOPPES
CONTRACT DATE: 08/01/2017
COMPLETED: 06/30/2018
ORIGINAL CONTRACT AMOUNT: $466,926.39
COMPLETED CONTRACT AMOUNT: $489,097.72

BEN COOPER (772) 419-8828 OFFICE
EMAIL: INVOICE@HOOKSCONSTRUCTION.NET

COPPER CREEK AMENITIES CENTER
CONTRACT DATE: 05/06/2019
COMPLETED: 09/01/2020
ORIGINAL CONTRACT AMOUNT: $434,024.68
COMPLETED CONTRACT AMOUNT: $491,391.94

WIELAND CORPORATION
4162 ENGLISH OAK DRIVE
LANSING, MI 48911
JULIE LUCAS (517) 346-9643 OFFICE EXT. 102
EMAIL: JLUCAS@WIELANDBUILDS.COM

PROJECTS:
TRADITIONS PARCELS B & C (HOFCAT)
CONTRACT DATE: 09/05/2017
COMPLETED: 04/30/2018
ORIGINAL CONTRACT AMOUNT: $2,183,278.99
COMPLETED CONTRACT AMOUNT: $2,608,373.25

CULPEPPER & TERPENING, INC.
2980 S. 25TH STREET
FORT PIERCE, FL 34981
BUTCH "J.P." TERPENING (772) 464-3537 OFFICE EXT 102
EMAIL: BTERPENING@CT-ENG.COM

PROJECTS:
SEABRANCH RESIDENTIAL
CONTRACT DATE: 08/05/2016
COMPLETED: 04/30/2018
ORIGINAL CONTRACT AMOUNT: $2,183,278.99
COMPLETED CONTRACT AMOUNT: $2,608,373.25

BAYVIEW CONSTRUCTION SERVICES
4826 SE RAILWAY AVENUE
STUART, FL 34997
JOE CIARAVINO (772) 283-9300 OFFICE EXT. 104
EMAIL: JOE@BAYVIEWSCONSTRUCTION.COM

PROJECTS:
WATERBLASTING TECHNOLOGIES
CONTRACT DATE: 06/26/2017
COMPLETED: 04/30/2018
ORIGINAL CONTRACT AMOUNT: $311,000.00
COMPLETED CONTRACT AMOUNT: $253,500.90

LIVING WATER CONSTRUCTION
6574 N. STATE ROAD 7, 217
COCONUT CREEK, FL 33073
ANGELA GARGIN (954) 977-5902 OFFICE
EMAIL: LWC.ANGELA@GMAIL.COM

PROJECTS:
POPEYE'S KANNER BUSINESS PARK
CONTRACT DATE: 05/01/2017
COMPLETED: 10/31/2017
ORIGINAL CONTRACT AMOUNT: $269,560.93
COMPLETED CONTRACT AMOUNT: $287,056.45

HUNT CONSTRUCTION GROUP (AN AECOM COMPANY)
150 N. ORANGE AVENUE, SUITE 200
ORLANDO, FL 32801
JACK MCGOWAN (561) 684-3375 OFFICE
FAX: (561) 689-8531
EMAIL: JOHN.MCGOWAN@AECOM.COM

PROJECTS:
BALLPARK OF THE PALM BEACHES
CONTRACT DATE: 10/29/2015
COMPLETED: 07/05/2017
ORIGINAL CONTRACT AMOUNT: $15,757,840.71
COMPLETED CONTRACT AMOUNT: $16,139,732.35

CPG CONSTRUCTION, LLLP
200 E. CANTON AVE., SUITE 102
WINTER PARK, FL 32789
KURT VAN WAGONER (407) 741-8543 OFFICE
FAX: (407) 643-2560
EMAIL: KVANWAGONER@CPGCONSTRUCTION.COM

PROJECTS:
GROVE PARK APARTMENTS
CONTRACT DATE: 02/02/2015
COMPLETED: 03/31/2016
ORIGINAL CONTRACT AMOUNT: $3,263,841.80
COMPLETED CONTRACT AMOUNT: $3,508,048.83

FLORIDIAN NATIONAL GOLF CLUB
3700 SE FLORIDIAN DRIVE
PALM CITY, FL 34990
CHRISTY H. ZSIROS (772) 781-5010
FAX: (772) 781-1631
EMAIL: CZIROS@THEFLORIDIAN.COM

PROJECTS:
FLORIDIAN SHORELINE RESTORATION
CONTRACT DATE: 04/01/2018
COMPLETED: 09/28/2018
ORIGINAL CONTRACT AMOUNT: $592,450.00
COMPLETED CONTRACT AMOUNT: $549,755.90

FLORIDIAN PHASE 4 & 5 LOT GRADING
CONTRACT DATE: 05/22/2017
COMPLETED: 11/16/2017
ORIGINAL CONTRACT AMOUNT: $1,476,750.15
COMPLETED CONTRACT AMOUNT: $2,418,975.92

FLORIDIAN UPLAND RETAINING WALLS
CONTRACT DATE: 03/29/2017
COMPLETED: 07/05/2017
ORIGINAL CONTRACT AMOUNT: $1,152,452.15
COMPLETED CONTRACT AMOUNT: $1,130,227.15

PIPELINE UTILITIES, INC.
3610 FISCAL COURT
RIVIERA BEACH, FL 33404
GARY DUCOTE (561) 842-8833 OFFICE
FAX: (561) 881-0013
EMAIL: GARY@PIPELINEUTILITIES.COM

PROJECTS:
CHRIST FELLOWSHIP PHASE II
CONTRACT DATE: 01/18/2017
COMPLETED: 07/05/2017
ORIGINAL CONTRACT AMOUNT: $743,661.93
COMPLETED CONTRACT AMOUNT: $533,956.07

DEL WEBB @ TRADITION
CONTRACT DATE: 2/19/2019
COMPLETED: 08/1/2020
ORIGINAL CONTRACT AMOUNT: $2,953,191.79
COMPLETED CONTRACT AMOUNT: $2,899,734.51

AUSTIN TYO (561) 842-8833
EMAIL: AUSTIN@PIPELINE.COM

PLACE OF HOPE
CONTRACT DATE:
COMPLETED: 08/07/2020
ORIGINAL CONTRACT AMOUNT: $219,429.25
COMPLETED CONTRACT AMOUNT: $235,599.33

CLAYTON JACKSON/SUZANNE ABDELLA (5611 578-1507
EMAIL: CLAYTON@PIPELINEUTILITIES.COM
EMAIL: SUZANNES@PIPELINEUTILITIES.COM

PULTE AT TRADITION PHASE 1
CONTRACT DATE: 08/27/2018
COMPLETED: 04/30/2020
ORIGINAL CONTRACT AMOUNT: $2,375,583.32
COMPLETED CONTRACT AMOUNT: $2,445,983.62

SKYFARM STRATEGIC CAPITAL, LLC
6899 COLLINS AVENUE, UNIT 2604
MIAMI, FL 33141
JEREMY SHAPIRO (305) 218-3114
EMAIL: JSHAPIRO@MAINSTREAMMIAMI.COM

PROJECTS:
INDIANTOWN COMMERCE CENTER
CONTRACT DATE: 07/01/2015
COMPLETED: 06/26/2018
ORIGINAL CONTRACT AMOUNT: $3,908,110.46
COMPLETED CONTRACT AMOUNT: $4,057,146.83

VM IRON WORKS
1861 SW POMA DRIVE
PALM CITY, FL 34990
JOHNNY LORUSSO (772) 781-0318
FAX: (772) 781-6422
EMAIL: JOHNNY@VMIRONWORK.COM

VM IRON WORKS NEW BUILDING
CONTRACT DATE: 05/01/2017
COMPLETED: 01/26/2018
ORIGINAL CONTRACT AMOUNT: $253,000.00
COMPLETED CONTRACT AMOUNT: $269,047.49

SAMPSON TREE SERVICE
2170 CONANT AVENUE
PORT ST LUCIE, FL 34953
RICH SAMPSON (772) 336-3456 OFFICE
EMAIL: RICH@SAMPSONTREE.COM

PROJECTS:
SAMPSON TREE SERVICE
CONTRACT DATE: 07/01/2017
COMPLETED: 09/25/2017
ORIGINAL CONTRACT AMOUNT: $64,108.50
COMPLETED CONTRACT AMOUNT: $71,860.80

MCINTYRE ELWELL & STRAMMER GENERAL CONTRACTORS, INC.
1645 BARBER ROAD
SARASOTA, FL 34240
GINA PIETSCH (941) 377-6800
EMAIL: BILLINGS@MESGC.COM

PROJECTS:
PUBLIX #1682 - FORT PIERCE - TAYLOR CREEK
CONTRACT DATE: 02/07/2019
COMPLETED DATE: 07/09/2020
ORIGINAL CONTRACT AMOUNT: $1,164,835.00
COMPLETED CONTRACT AMOUNT: $1,271,910.00

LC CONSTRUCTION FLORIDA, INC.
33 SE 5TH STREET, SUITE 100
BOCA RATON, FL 33432
STEVE COHEN (561) 789-5558
EMAIL: SCOHEN@CAPANOINC.COM

PROJECTS:
HEMINGWAY ESTATES
CONTRACT DATE: 06/10/2019
COMPLETED DATE: 04/30/2020
ORIGINAL CONTRACT AMOUNT: $484,983.95
COMPLETED CONTRACT AMOUNT: $493,161.13

THE RED GROUP, LLC
1124 KANE CONCOURSE
BAY HARBOR ISLANDS, FL 33154
JUSTIN ANGEL (561) 699-5939
EMAIL: JANGEL0430@GMAIL.COM

PROJECTS:
HUNTER LAKES
CONTRACT DATE: 04/03/2019
COMPLETED: 08/19/2020
ORIGINAL CONTRACT AMOUNT: $840,000.05
COMPLETED CONTRACT AMOUNT: $9,934.44

ICONSTRUCTORS
201 N. FRANKLIN STREET, SUITE 200
DEERFIELD BEACH, FL 33441
KEVIN MURPHY (813) 287-9000
EMAIL: KMURPHY@ICONSTRUCTORS.COM

PROJECTS:
PDQ OF STUART
CONTRACT DATE: 06/10/2019
COMPLETED: 11/25/2019
ORIGINAL CONTRACT AMOUNT: $304,324.92
COMPLETED CONTRACT AMOUNT: $320,114.90

GIL HYATT CONSTRUCTION
1082 NE 4TH STREET
ORLANDO, FL 33334
ERIKA MASSENGALE (954) 772-2066
EMAIL: ERIKA.M@GILHYATT.COM

DIANA KELLER (954) 772-2061
EMAIL: DIANA.KELLER@GILHYATT.COM

PROJECTS:
TAX OFFICE PSL BURGER KING
CONTRACT DATE: 06/11/2019
COMPLETED: 03/11/2020
ORIGINAL CONTRACT AMOUNT: $423,512.45
COMPLETED CONTRACT AMOUNT: $447,558.49

CHICK FIL A DELRAY BEACH
CONTRACT DATE: 06/10/2019
COMPLETED: 12/31/2019
ORIGINAL CONTRACT AMOUNT: $110,830.90
COMPLETED CONTRACT AMOUNT: $121,493.21

THE LAZARUS GROUP
1239 SW 34TH STREET
PALM CITY, FL 34990
BOB HOFFER (772) 260-0874
EMAIL: LAZARUSGROUP2000@YAHOO.COM

PROJECTS:
ISLAND COUNTRY ESTATES
CONTRACT DATE: 01/31/2020
COMPLETED: 04/30/2020
ORIGINAL CONTRACT AMOUNT: $223,050.00
COMPLETED CONTRACT AMOUNT: $223,050.00

IMPERIAL WOODS
CONTRACT DATE: 04/30/2020
COMPLETED: 04/30/2020
ORIGINAL CONTRACT AMOUNT: $10,000.00
COMPLETED CONTRACT AMOUNT: $10,000.00

MARINER SANDS COUNTRY CLUB, INC.
6500 SE MARINER SANDS DRIVE
STUART, FL 34997
LIZ FOSTER (772) 221-7300
EMAIL: LFOSTER@MARINERSANDS.COM

PROJECTS:
MARINER SANDS
CONTRACT DATE: 08/23/2019
COMPLETED: 05/31/2020
ORIGINAL CONTRACT AMOUNT: $275,920.00
COMPLETED CONTRACT AMOUNT: $378,442.00

SHELTRA & SONS CONTRACTING, INC.
6655 49TH STREET
VERO BEACH, FL 32967
RAY SHELTRA (772) 563-8161
EMAIL: RAY@SHELTRACONTRACTING.COM

PROJECTS:
LOST TREE PRESERVE
CONTRACT DATE: 04/18/2020
COMPLETED: 05/20/2020
ORIGINAL CONTRACT AMOUNT: $213,800.00
COMPLETED CONTRACT AMOUNT: $220,992.00

PGA VILLAGE HOME OWNERS ASSOCIATION
2140 NW RESERVE PARK TRACE
PORT ST LUCIE, FL 34986
BRIAN GOOD (772) 794-4083
EMAIL: BRIAN.GOOD@KIMLEYHORN.COM

PROJECTS:
PGA VILLAGE
CONTRACT DATE: 05/19/2020
COMPLETED: 06/27/2020
ORIGINAL CONTRACT AMOUNT: $152,692.25
COMPLETED CONTRACT AMOUNT: $150,974.65

MASON DEVELOPMENT & CONSTRUCTION
880 JUPITER PARK DRIVE, SUITE 10
JUPITER, FL 33458
CRAIG R. MASON (561) 309-7223
EMAIL: CMASON@MASONDC.COM

PROJECTS:
HARBOUR CAY
CONTRACT DATE: 07/15/2020
COMPLETED: 09/02/2020
ORIGINAL CONTRACT AMOUNT: $356,000.00
COMPLETED CONTRACT AMOUNT: $103,295.15

ASPHALT PAVING SYSTEMS, INC.
9021 WIRE ROAD
ZEPHYRHILLS, FL 33540
TOMMY DONALD (813) 455-2469
EMAIL: TD.DONALD@HOTMAIL.COM

PROJECTS:
BREVARD ROAD PAVING
CONTRACT DATE: 07/24/2020
COMPLETED: 08/31/2020
ORIGINAL CONTRACT AMOUNT: $468,071.15
COMPLETED CONTRACT AMOUNT: $397,601.90

WEST MELBOURNE MILL & OVERLAY
CONTRACT DATE: 09/30/2020
COMPLETED: 10/31/2020
ORIGINAL CONTRACT AMOUNT: $247,252.50
COMPLETED CONTRACT AMOUNT: $234,060.02

EMERSON DRIVE
CONTRACT DATE: 10/21/2020
COMPLETED: 1/31/2021
ORIGINAL CONTRACT AMOUNT: $584,047.00
COMPLETED CONTRACT AMOUNT: $591,406.00

RDP 11, LLC
140 E. MORSE BOULEVARD, #J
WINTER PARK, FL 32789
ROBERT GIERKE (407) 766-1000
EMAIL: RGIERKE@RETAILDEVELOPMENTPROPERTIES.COM

PROJECTS:
BURGER KING TRADITIONS
CONTRACT DATE: 05/02/2019
COMPLETED: 03/13/2020
ORIGINAL CONTRACT AMOUNT: $301,287.46
COMPLETED CONTRACT AMOUNT: $301,216.91

BLUEWATER BUILDERS, INC.
3900 NW 126TH AVENUE
CORAL SPRINGS, FL 33065
BOB BUHLMAIER
EMAIL: BBUHLMAIER@BLUEWATERBUILDERS.COM

PROJECTS:
MASERATI OF STUART
CONTRACT DATE: 03/04/2019
COMPLETED: 12/31/2019
ORIGINAL CONTRACT AMOUNT: $251,838.00
COMPLETED CONTRACT AMOUNT: $272,606.00

ARCO/MURRAY NATIONAL CONSTRUCTION COMPANY, INC.
3110 WOODCREEK DRIVE
DOWNERS GROVE, IL 60515
PAUL WAGNER (901) 387-9146
EMAIL: PWAGNER@ARCOMURRAY.COM

PROJECTS:
PROJECT BOURBON
CONTRACT DATE: 07/18/2018
COMPLETED: 12/31/2019
ORIGINAL CONTRACT AMOUNT: $2,434,015.78
COMPLETED CONTRACT AMOUNT: $2,761,509.33

KAMRELL MANAGEMENT CONSTRUCTION, INC.
2441SE GOLFWOOD DRIVE
STUART, FL 34994
BRUCE TYRRELL (561) 288-6205
EMAIL: BMT@INVESTMENTS10.COM
ENGINEER: DAVID BROWN, C. CALVERT MONTGOMERY & ASSOCIATES, INC.

PROJECTS:
KAMRELL MANAGEMENT
CONTRACT DATE: 05/09/2018
COMPLETED: 04/17/2020
ORIGINAL CONTRACT AMOUNT: $303,890.77
COMPLETED CONTRACT AMOUNT: $305,126.86

HOAR CONSTRUCTION
TWO METROPLEX DRIVE
BIRMINGHAM, AL 35209
KERRY HENDRICKS (205) 423-2357
EMAIL: KHENDRICKS@HOAR.COM
ENGINEER: CAPTEC ENGINEERING

PROJECTS:
HEALTHSOUTH REHAB
CONTRACT DATE: 01/23/2019
COMPLETED: 01/28/2020
ORIGINAL CONTRACT AMOUNT: $205,465.00
COMPLETED CONTRACT AMOUNT: $222,211.00

RICH PROPERTIES
908 SE TOWN PLACE BOULEVARD
PORT ST LUCIE, FL 34952
JAIME FOLEY (772) 446-7344
EMAIL: TLACONSTRUCTION@RICHPROPERTIESFL.COM

PROJECTS:
TORINO LAKES MULTIFAMILY DEVELOPMENT
CONTRACT DATE: 02/23/2017
COMPLETED: 12/31/2019
ORIGINAL CONTRACT AMOUNT: $1,672,265.00
COMPLETED CONTRACT AMOUNT: $1,740,791.93

A1 PROFESSIONAL CONTRACTING, LLC.
2295-B SW MARTIN HIGHWAY
PALM CITY, FL 34990
JIMMY VOGT (772) 267-2399
EMAIL: INVOICEA1PRO@GMAIL.COM

PROJECTS:
INDIANWOOD GOLF CLUBHOUSE & PRO SHOP
CONTRACT DATE: 05/09/2018
COMPLETED:
ORIGINAL CONTRACT AMOUNT: $443,600.00
COMPLETED CONTRACT AMOUNT: $594,950.75

BARTON MALOW COMPANY
525 PEACOCK BOULEVARD
PORT ST LUCIE, FL 34986
MARK SCHLICKAU (321) 303-3174
EMAIL: MARK.SCHLICKAU@BARTONMALOW.COM

PROJECTS:
ST LUCIE SPORTS COMPLEX
CONTRACT DATE: 03/27/2019
COMPLETED: 01/25/2021
ORIGINAL CONTRACT AMOUNT: $2,000,740.00
COMPLETED CONTRACT AMOUNT: $2,112,898.00

LANDSOUTH CONSTRUCTION, LLC
4233 PABLO PROFESSIONAL COURT, SUITE 101
JACKSONVILLE, FL 32224
ELISE LOCURCIO (904) 273-6004
EMAIL: ELOCURCIO@LANDSOUTH.COM

PROJECTS:
VILLAGE ON THE COMMONS
CONTRACT DATE: 11/4/2019
COMPLETED: 08/31/2020
ORIGINAL CONTRACT AMOUNT: $2,049,000.00
COMPLETED CONTRACT AMOUNT: $2,322,391.07

THE DOUGLAS COMPANY
1716 PERRYSBURG-HOLLAND ROAD
HOLLAND, OH 43528
TYLER BRUMBAUGH (419) 309-1469
EMAIL: TBRUMBAUGH@DOUGLASCOMPANY.COM

PROJECTS:
HARBOR CHASE
CONTRACT DATE: 03/07/2019
COMPLETED: 01/25/2021
ORIGINAL CONTRACT AMOUNT: $1,325,023.47
COMPLETED CONTRACT AMOUNT: $1,464,736.85

THOMPSON THRIFT
901 WABASH AVENUE, SUITE 300
TERRE HAUTE, IN 47807
JENNIFER WALKER (812) 242-1187
EMAIL: JWALKER@THOMPSONTHRIFT.COM

PROJECTS:
AXIS ONE BY WATERMARK
CONTRACT DATE: 10/15/219
COMPLETED: 06/30/2022
ORIGINAL CONTRACT AMOUNT: $2,710,633.00
COMPLETED CONTRACT AMOUNT: $2,857,766.53

BARNARD CONSTRUCTION COMPANY, INC.
PO BOX 99
BOZEMAN, MT 59771-0099
SPENCER LELIGDOWICZ (406) 850-1535
EMAIL: SPENCER.LELIGDOWICZ@BARNARD-INC.COM

PROJECTS:
C-44 RESERVOIR
CONTRACT DATE: 3/2/2020
COMPLETED: 06/30/2021
ORIGINAL CONTRACT AMOUNT: $3,464,568.96
COMPLETED CONTRACT AMOUNT: $3,225,619.28

PRECISE CONSTRUCTION, INC.
435 5TH AVENUE NORTH
ST. PETERSBURG, FL 33701
BILL ROACH (813) 241-2403
EMAIL: BILL.ROACH@PRECISECONSTRUCTION.COM

PROJECTS:
VERO BEACH MOB
CONTRACT DATE: 04/02/2020
COMPLETED: 09/30/2021
ORIGINAL CONTRACT AMOUNT: $2,520,885.15
COMPLETED CONTRACT AMOUNT: $3,189,454.12

ASPHALT PAVING SYSTEMS
9021 WIRE ROAD
ZEPHYRHILLS, FL 33540
DAVE GANNON (813) 788-0010
EMAIL: DGANNONAPS@GMAIL.COM

PROJECTS:
PALM BAY - UNIT 11 - GARVEY ROAD
CONTRACT DATE: 04/22/2020
COMPLETED: 09/01/2020
ORIGINAL CONTRACT AMOUNT: $4,084,472.00
COMPLETED CONTRACT AMOUNT: $4,573,714.42

PALM BAY UNITS - PHASE II
CONTRACT DATE: 07/28/2020
COMPLETED: 02/28/2021
ORIGINAL CONTRACT AMOUNT: $6,107,151.50
COMPLETED CONTRACT AMOUNT: $2,629,262.70

MASON DEVELOPMENT & CONSTRUCTION COMPANY
880 JUPITER PARK DRIVE, SUITE 10
JUPITER, FL 33458
CRAIG R MASON (561) 309-7223
EMAIL: CMASON@MASONDC.COM

PROJECTS:
HARBOUR CAY
CONTRACT DATE: 07/15/2020
COMPLETED: 09/02/2020
ORIGINAL CONTRACT AMOUNT: $356,000.00
COMPLETED CONTRACT AMOUNT: $103,295.15

EASTPOINTE HOA C/O SEACREST SERVICES
13560 EASTPOINTE BOULEVARD
PALM BEACH GARDENS, FL 33418
KEITH JACKSON (561) 655-1151
EMAIL: KJACKSON@ENGENUITYGROUP.COM

PROJECTS:
EASTPOINTE PAVEMENT REHABILITATION
CONTRACT DATE: 10/06/2020
COMPLETED: 03/31/2021
ORIGINAL CONTRACT AMOUNT: $399,310.00
COMPLETED CONTRACT AMOUNT: $379,997.51

TIM ROSE CONTRACTING
1360 OLD DIXIE HIGHWAY SW #106
VERO BEACH, FL 32962
TIM ROSE (772) 564-7800
EMAIL: TIMROSE7@COMCAST.NET

PROJECTS:
58TH AVENUE ROADWAY IMPROVEMENTS
CONTRACT DATE: 09/11/2020
COMPLETED: 01/18/2021
ORIGINAL CONTRACT AMOUNT: $1,883,345.00
COMPLETED CONTRACT AMOUNT: $1,664,504.20

MUNICIPAL CONTRACTING
8958 CYPRESS GROVE LANE
WEST PALM BEACH, FL 33411
D. SCOT PAULITSCH (561) 951-0033
EMAIL: SCOT@MUNICONTRACTORS.COM

PROJECTS:
MURPHY ROAD RESURFACING
CONTRACT DATE: 06/15/2021
COMPLETED: 06/27/2021
ORIGINAL CONTRACT AMOUNT: $384,000.00
COMPLETED CONTRACT AMOUNT: $298,031.00

OHL - ARELLANO CONSTRUCTION COMPANY
7051 SW 12TH STREET
MIAMI, FL 33144
LANE COLLINS (772) 249-1536
EMAIL: LANE.COLLINS@OHLNA.COM

PROJECTS:
ARDIE R. COPAS STATE
CONTRACT DATE: 12/13/2018
COMPLETED: 02/28/2022
ORIGINAL CONTRACT AMOUNT: $2,523,333.00
COMPLETED CONTRACT AMOUNT: $3,381,435.77

TREVIICOS
38 THIRD AVENUE, 3RD FLOOR
CHARLESTOWN, MA 32129
DANIEL KOZIOL (857) 260-2064
EMAIL: DKOZIOL@TREVIICOS.COM

PROJECTS:
EMERGENCY ROAD REPAIRS AT HHD TO-04
CONTRACT DATE: 09/01/2021
COMPLETED: 01/25/2022
ORIGINAL CONTRACT AMOUNT: $157,106.63
COMPLETED CONTRACT AMOUNT: $189,398.63

B & B SITE DEVELOPMENT
1505 - CS PARROTT AVENUE
OKEECHOBEE, FL 34972
PHIL BAUGHMAN (863) 634-7194
EMAIL: BBSITEDEVELOPMENTINC@GMAIL.COM

PROJECTS:
NEXAIR PARKING LOTS
CONTRACT DATE: 8/26/2021
COMPLETED: 12/21/2021
ORIGINAL CONTRACT AMOUNT: $235,885.72
COMPLETED CONTRACT AMOUNT: $142,221.96

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

February 12, 2024

C.W. ROBERTS CONTRACTING, INC.
3660 HARTSFIELD ROAD
TALLAHASSEE, FLORIDA 32303

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, ROADWAY SIGNING, SIDEWALK, Curb & Gutter, Driveways, Milling, Reinforced Earth Walls, Rip Rap Rubble, Underground Utilities (Water & Sewer).

Unless notified otherwise, this Certificate of Qualification will expire **3/30/2025**.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

DOCUMENT# 493846

Entity Name: C. W. ROBERTS CONTRACTING, INCORPORATED

FILED
Jan 10, 2024
Secretary of State
5865377349CC

Current Principal Place of Business:

3660 HARTSFIELD ROAD
TALLAHASSEE, FL 32303

Current Mailing Address:

P.O. BOX 16279
TALLAHASSEE, FL 32317 US

FEI Number: 59-1683951

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

CAPITOL CORPORATE SERVICES, INC.
515 EAST PARK AVENUE
2ND FL
TALLAHASSEE, FL 32301 US

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

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	PRESIDENT
Name	FLOWERS, ROBERT P
Address	P.O. BOX 16279
City-State-Zip:	TALLAHASSEE FL 32317

Title	C
Name	FLEMING, NED
Address	P.O. BOX 16279
City-State-Zip:	TALLAHASSEE FL 32317

Title	VP
Name	SAVOY, STUART
Address	P.O. BOX 16279
City-State-Zip:	TALLAHASSEE FL 32317

Title	VP
Name	STRAIN, JAMES(JIMMY) A
Address	P.O. BOX 16279
City-State-Zip:	TALLAHASSEE FL 32317

Title	SECRETARY
Name	DELISLE, ROBERT
Address	P.O. BOX 16279
City-State-Zip:	TALLAHASSEE FL 32317

Title	VP, ASST. SECRETARY, TREASURER
Name	MATTESON, MARK R
Address	P.O. BOX 16279
City-State-Zip:	TALLAHASSEE FL 32317

Title	VP
Name	RILEY, CHRIS
Address	P.O. BOX 16279
City-State-Zip:	TALLAHASSEE FL 32317

Title	V.P.
Name	ARMSTRONG, M. BRETT
Address	P.O. BOX 16279
City-State-Zip:	TALLAHASSEE FL 32317

Continues on page 2

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

SIGNATURE: ROBERT P. FLOWERS PRESIDENT 01/10/2024

Electronic Signature of Signing Officer/Director Detail — Date

Officer/Director Detail Continued :

Title	VAS
Name	STEELE, MATTHEW
Address	P.O. BOX 16279
City-State-Zip:	TALLAHASSEE FL 32317

Title	AS
Name	BROOKS, J RYAN
Address	P.O. BOX 16279
City-State-Zip:	TALLAHASSEE FL 32317

Title	V
Name	HOFFMAN, GREGORY A
Address	P.O. BOX 16279
City-State-Zip:	TALLAHASSEE FL 32317

Title	V
Name	MORETZ, JAMES W
Address	PO BOX 16279
City-State-Zip:	TALLAHASSEE FL 32317

Title	CEO
Name	SMITH, FRED J III
Address	P.O. BOX 16279
City-State-Zip:	TALLAHASSEE FL 32317

100 N. US Highway 1
Fort Pierce, FL 34950
(772) 467-3065

Amount Paid: $25.00 Issued: August 16, 2023

Comp Card Expires:	September 30, 2024
State License Expires:	CGC1505785 08/31/24
Worker's Comp Expires:	ZAWCI9966601 10/01/23
Liability Ins. Expires:	ZAGLB9247601 10/01/23

Certificate of Competency

GENERAL CONTRACTOR (CERTIFIED)

Control #0048204 License # 24-00031022

C.W. ROBERTS CONTRACTING, INC.
FLOWERS, ROBERT POWELL
3660 HARTSFIELD RD
TALLAHASSEE FL 32303

C.W. ROBERTS CONTRACTING, INC.
3660 HARTSFIELD RD

TALLAHASSEE FL 32303

Docusign Envelope ID: 51E5D7AD-B3C6-4D3B-A63C-83961626D288

Florida Department of Transportation

RON DESANTIS
GOVERNOR

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

JARED W. PERDUE, P.E.
SECRETARY

07/17/2025 | 4:31 PM EDT

Ms. Selena Griffett, P.E.
Project Engineer
City of Fort Pierce
100 North U.S. 1
Fort Pierce, FL 34950
Email: Sgriffett@cityoffortpierce.com

RE: Bid Concurrence for **General Appropriation Act (GAA) Contract** G2X21, FM#453170-1-54-01, Avenue D Road Improvements Project.

Dear Ms. Griffett:

The Department is in receipt of the Agency's recommendation to award the above referenced project. The bid tabulation documents are awarded to the lowest responsive, responsible bidder. The Agency was responsible for the pre-qualification criteria used for the prospective bidders, with the understanding that the evaluation was based on the contractor's ability to perform the work, experience, personnel, equipment, financial resources, and performance record.

Based on the information provided, FDOT concurs with the Agency's selection of **C.W. Roberts Contracting Inc**, with a total base bid amount of $3,831,433.50. The low bidder is not suspended or debarred as confirmed with the System of Award Management (https://www.sam.gov/portal/public/SAM/).

The following items are considered non-eligible for payment:

Item#	Description	Quantity/Units	Amount
101-1B	Geotechnical and Materials Testing	1/ LS	$ 13,200.00
110-4A	Removal of Existing Concrete	5,795/ SY	$ 286,852.50
1000-01A	Utility Adjustments/ Coordination	1/ LS	$ 5,000.00
Non-participating Items Total:			$ **305,052.50**

Only eligible items can be reimbursed up to the amount programmed of **$1,500,00.00** for construction. Be advised, negotiations with the contractor are not permitted during the award or execution period of the contracting process. Any changes to the contract bid items or quantities must be requested in writing and approved by the Department.

Please provide the Department with a copy of the contract between the Agency and the contractor for final review prior to execution. The Agency must create the construction contract screens and upload the executed construction contract to GAP prior to scheduling a pre-construction meeting. All Change Orders must be approved by the Department prior to execution.

Docusign Envelope ID: 51E5D7AD-B3C6-4D3B-A63C-83961626D288

Please feel free to contact me should you have any questions. I can be reached at 954-777-4585 or via email to Helen.James@dot.state.fl.us.

Sincerely,

DocuSigned by:
Helen James
4A57384433DD4B2...

Helen James, P.E.
Program Administration Engineer
Program Management Office - District Four

HJ:jn

cc: Mya Williams-Gray - D4 Local Program Administrator
Leonard Smith- FDOT Construction
D4 Work Program - FDOT Program Management
Diego Velazquez – FDOT Treasure Coast Operations Center
Chloann Lawrence – FDOT Treasure Coast Operations Center
Ronald Arcalas, P.E. – FDOT D4 Materials Office
File

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **INVITATION TO BID** **and** **BIDDER ACKNOWLEDGMENT**
Bid Writer: LaTonya Hubbard, (772) 467-3102	**Bid No: 2025-024**
Mandatory Pre-Bid Conference: 10:00 AM, THURSDAY, MAY 1, 2025	**Bid Title: AVENUE D (29TH STREET TO US 1) ROADWAY RECONSTRUCTION**
Mandatory Pre-Bid Conference Location: CITY HALL, 1ST FLOOR ENGINEERING CONFERENCE ROOM 100 NORTH U.S. #1, FT. PIERCE, FL 34950	**Bid Opening Location:** Purchasing Division Conference Room, Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
Bid Due Date & Time: 3:00 PM, TUESDAY, MAY 20, 2025	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Bidder Name: _____ **Mailing Address:** _____ _____	*I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.* X_____ Authorized Signature (Manual)
City, State, Zip Code:	Typed or Printed Name:
Type of Entity (Select one): Corporation _____ Partnership _____ Proprietorship _____	Title:
Incorporated in the State of: Year:	Delivery in _____days, After Receipt Order
Phone Number:	Payment Terms: Net 30 Days
Fax Number:	FEIN or SS Number:
E-Mail Address:	Local Business: ___Y ___N MWBE: ___Y ___N
Bid Security is attached, when required, in the amount of $ _____ F.O.B. DESTINATION	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

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PDF ATTACHMENTS
ENGINEERING PLANS
ACOE PERMIT
FDEP PERMIT – DIRECTIONAL BORE
FDEP PERMIT – SANITARY SEWER
SUBMERGED AQUATIC VEGETATION REPORT
BOUNDARY & TOPOGRAHIC SURVEY

SECTION I

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements and bid forms. All bid sheets and attachments must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE (CLEARLY MARK BID AS "ORIGINAL" AND REQUESTED NUMBER OF COPIES AS "COPY" ON EACH SET ENCLOSED).** The face to the envelope shall contain Bidder's name, return address, the date and time of bid opening, the bid number and title. Bids not submitted on the enclosed Bid Form shall be rejected. By submitting a bid, the Bidder agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Bidders shall submit two (2) complete sets (one [1] original and one [1] electronic copy (PDF) on a Flash Drive) of their bid complete with all supporting documentation. SUBMITTAL OF A BID IN RESPONSE TO THIS INVITATION TO BID CONSTITUTES AN OFFER BY THE BIDDER. Bids, which do not comply with the requirements, may be rejected at the option of the City.

2. DELAYS

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify bidders of all changes in scheduled due dates by written addendum.

3. EXECUTION OF BID

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

4. NO BID

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

5. BID OPENING

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

telegram, or telephone are not acceptable. A bid may NOT be altered by the Bidder after opening of the bids. Bid tabulations will be furnished on the City's web site: https://www.cityoffortpierce.com and Demandstar https://www.demandstar.com .

6. TAXES

The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. If requested, the Purchasing Director will provide an exemption certificate to the awarded Bidder. Vendors or contractors doing business with the City shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

7. DISCOUNTS

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

8. MISTAKES

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

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

9. INVOICING AND PAYMENT

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

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

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

c. The invoice shall contain the Bidder's Federal Employer Identification Number (F.E.I.N.).

10. DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the bid specifications.

11. ADDITIONAL TERMS AND CONDITIONS

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

12. INTERPRETATION

All Bidders shall carefully examine the Bid Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Bids; failure to do so, on the part of the bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Bid Documents shall be requested in writing, and received by the City at least seven (7) days prior to the Bid Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 10. No person is authorized to give oral interpretations of, or make oral changes to, the bid. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of or changes to the bid will be made in the form of a written Addendum to the bid and will be furnished to all Bidders. Receipt of all addenda shall be acknowledged by the Bidders by signing and enclosing said addenda with their bid.

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

13. ADDENDUM

Should revisions to the Bid Documents become necessary, the City will provide a written addendum to all proposers who received a bid package from the City's Purchasing Department. Bidders who obtain Bid Documents from other sources must officially register with the City's Purchasing Department in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Bidder may cause your bid to be rejected as non-responsive if you have failed to submit a bid without an addendum acknowledgment for the most current addendum.

Previous addenda are deemed received when a subsequent addendum is acknowledged. It

is the Bidder's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the bid as acknowledgment of addendum.

14. DISPUTES

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

15. CONFLICT OF INTEREST

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

16. LEGAL REQUIREMENTS

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

17. DRUG-FREE WORK PLACE (DFW)

Preference shall be given to business with Drug-Free Workplace (DFW) Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

18. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (MWBE)

Minority/Women Owned Business Enterprise (MWBE) indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An MWBE wishing to participate in the City/FPUA procurement process may contact the Purchasing Department for information and assistance.

19. PUBLIC ENTITY CRIMES

No award will be executed with any person or affiliate identified on the Department of Management Services "convicted vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (currently $10,000.00) with any person or affiliated on the "convicted vendor" list for a period of thirty-six (36) months from the date that person or affiliate was placed on the "convicted vendor" list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f) Florida Statutes.

20. AWARD

As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, “All or None”, or a combination thereof; with one or more suppliers; to reject any or all bids, or waive any minor irregularity or technicality in bids received, and may, at its sole discretion, request a rebid. Bidders are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

21. EEO STATEMENT

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

22. CONTRACTUAL AGREEMENT

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

23. GOVERNMENTAL RESTRICTION

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

24. PATENTS AND ROYALTIES

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

25. ADVERTISING

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

26. ASSIGNMENT

Any purchase order or contract issued pursuant to this Invitation to Bid and the monies which

may become due hereunder are not assignable except with the prior written approval of the City, through the Purchasing Department.

27. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

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

28. FACILITIES

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

29. REPRESENTATION

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

30. DISQUALIFICATION OF BIDDER

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

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

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

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

31. ADJUSTMENTS/CHANGES/DEVIATIONS

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

32. INSURANCE

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

33. PUBLIC RECORDS

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

34. BID PREPARATION COSTS

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

35. COOPERATIVE PURCHASING

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

36. CANCELLATION

This request may be cancelled and any response, bid or proposal may be rejected in whole or in part at any time for good cause when in the best interest of the City and /or the Fort Pierce Redevelopment Agency. Section 2-439 (a)(7) of the City Code.

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

SECTION II

INSURANCE REQUIREMENTS

Please refer to "SAMPLE" Contract, page 38, Article 17, for insurance requirements.

Certificates of Insurance must be completed as follows:

1. Certificate Holder

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

2. Additional Insured for General Liability

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

SECTION III

INSTRUCTIONS TO BIDDERS

1. PURPOSE

The City of Fort Pierce is seeking bids from qualified contractors to resurface Avenue D, specifically from N 29th Street to US 1. The project scope includes milling and resurfacing the roadway, updating sidewalks, replacing curbs and gutters, replacing driveways, upgrading ADA ramps, pavement marking, installing signage, and adding video detection at signalized intersections.

2. BID OPENING DATE

Bids are due on or before **3:00 PM, Tuesday, May 20, 2025.** Hard copies or electronic submission, see Delivery of Bids below.

3. DELIVERY OF BIDS

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

HARD COPY SUBMISSIONS

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

ELECTRONIC SUBMISSIONS

Are as follows:

- Via Demandstar Website, (www.demandstar.com). Electronic Bid (E-Bid). Instructions are provided. See Related Documents section for this bid on the City's website, Bid Postings • Fort Pierce, FL • CivicEngage (cityoffortpierce.com)
- By forwarding your response, pdf format to purchasing@cityoffortpierce.com no later than 3:00PM EST. **If you decide to use this submission option, your entire submission must be submitted electronically. Please do not mail hard-copies.**

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

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

Delivery Address:
City of Fort Pierce
Attn: Purchasing Division,

Mailing Address:
City of Fort Pierce
Attn: Purchasing Division,

Room 101 **100 North U.S. #1** **Fort Pierce, FL 34950**	**Room 101** **P.O. Box 1480** **Fort Pierce, FL 34954-1480**

Copies of the bid documents are available electronically from the Purchasing Division by e-mail request to purchasing@cityoffortpierce.com or on the website of Demandstar.com (www.demandstar.com) and the web site of the City of Fort Pierce Bid Postings • Fort Pierce, FL • CivicEngage (cityoffortpierce.com).

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

4. SUMBITTAL REQUIREMENTS

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

- Completed Invitation to Bid Cover Page
- Completed W-9 Form
- Bidder's Checklist
- Completed Bid Response Form(s) (**Exhibit D, page 92)**
- **Forms on pages 65,69, 83-85, 86, 89-98,101,and 103 of Exhibit D**
- Certificate of Use, (See item numbered 8 below)
- Business Tax Receipt, (See item numbered 9, below)
- Proof of Insurance (See item numbered 7 below)
- Addenda – issued subsequent to the release of this solicitation must be signed and returned with the firm's Bid. Failure to return signed addenda may be cause for the Bid to be considered non-responsive.
-

5. MANDATORY PRE-BID CONFERENCE

A **Mandatory Pre-Bid Conference will be held at 10:00 A.M., Thursday, May 1, 2025,** in the Engineering Conference Room, 100 North U.S. #1, Fort Pierce, FL. All interested bidders are encouraged to attend this conference.

6. INQUIRIES/QUESTIONS

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

TO	**COPY**
Selena Griffett	**LaTonya Hubbard**
Project Engineer	Purchasing Agent
City of Fort Pierce	City of Fort Pierce
100 North U.S. #1	100 North U.S. #1
Fort Pierce, FL 34950	Fort Pierce, FL 34950
Fax: (772) 467-3780	Fax: (772) 467-3848
Email: sgriffett@cityoffortpierce.com	Email: purchasing@cityoffortpierce.com

6.2 No inquiries will be received no later than, **5:00 PM, Thursday, May 8, 2025.**

7. PROOF OF INSURANCE

Bidders shall submit a Certificate of Insurance(photocopy acceptable) indicating proof of bidder's current coverages (current policy), see SECTION IV, page 38 Article 17 of the Sample Contract.

- If proposer does not carry the required insurance(s), a letter from its insurance agent/broker attesting that the proposer, if awarded the project, can obtain such insurance.
- The bidder must be the policy holder for all insurance coverage to be provided by the successful bidder.
- Automobile Liability – Each Occurrence Bodily Injury and Property Damage Liability Combined maybe negotiated.
- If awarded, the insurance is expected to comply with the Required Limits of Insurance as indicated in the section stated above, however the city reserves the right, at its sole discretion to modify or waive certain requirements as deemed necessary to accommodate specific circumstances. It is important to note that this discretion does not grant the bidder the ability to negotiate insurance rates or alter the specified coverage limits. Furthermore, failure to meet the insurance requirements as specified may result in the bidder's submission being deemed unresponsive.
- The insurance shall become effective prior to the commencement of Work by the contractor and shall be maintained in force until completion of job.

BOND REQUIREMENTS

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

8. CERTIFICATE OF USE

Effective July 1, 2024, the City adopted Ordinance 24-019 amending Chapter 22. The ordinance removed the requirement for a Business Tax Receipt and replaced it with a required Certificate of Use. Certificates of Use are required for all businesses within city-limits occupying commercial locations, home-based businesses and non-profit organizations. If your business is located in the City of Fort Pierce city-limits, please provide a copy of your Certificate of Use with your submittal.

9. BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE)

Please provide a valid Business Tax Receipt (Occupational License) from your jurisdiction with your bid submittal. This requirement applies to businesses that are located outside the city limits of Fort Pierce.

10. W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM

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

11. LEGAL REQUIREMENTS

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

PLEASE COMPLETE AND INCLUDE IN WITH YOUR BID SUBMISSION.

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

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

☐ Exempt payee

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

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

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

Vendor name:_____

Authorized Representative's Name and Title: _____

Address: _____

City:_____ State:_____ Zip Code:_____

Phone Number: _____ Email Address:_____

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

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

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

By:_____ _____ _____

Authorized Signature | Printed Name and Title | Date

STATE OF FLORIDA
COUNTY OF _____

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

this ____ day of _____, 20____ by _____, who is

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

Notary Public Signature: _____ (Seal)

Print Name: _____ My Commission Expires: _____

CITY OF FORT PIERCE BIDDER'S CHECKLIST

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

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

PLEASE SIGN AND RETURN WITH BID_____

UNIT PRICE CONSTRUCTION AGREEMENT
"SAMPLE"

FOR

AVENUE D RESURFACING FROM N 29TH STREET TO US 1 INFRASTRUCTURE SURTAX PROJECT

CITY OF FORT PIERCE BID NO. 2025-024

Prepared by:

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

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AGREEMENT

THIS AGREEMENT (hereinafter the "Agreement" or "Contract") entered into this _____ day of _____, 2025 by and between the **CITY OF FORT PIERCE, FLORIDA**, a municipal corporation (hereinafter the "CITY"), and **(TBD)** a **FLORIDA** corporation, with its principal address at **XXX** (hereinafter "CONTRACTOR").

WITNESSETH:

WHEREAS, the CITY wishes to contract for the project identified as **Avenue D Resurfacing from N 29th Street to US 1, Bid No. 2025-024, Fort Pierce, Florida**, and

WHEREAS the CONTRACTOR has represented to the CITY that its staff is qualified to provide the Work required in this Agreement in a professional, timely manner as detailed in their Avenue D Resurfacing from N 29th Street to US 1 Bid No 2024-024 Bid Submission, and

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

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

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

ARTICLE 1
DOCUMENTS INCORPORATED BY REFERENCE

This Agreement includes the construction of roadway improvements along Avenue D from 29th Street to US 1 as indicated on the construction plans. The Agreement includes the construction drawings and the following:

1. Exhibit "A" - Invitation to Bid
2. Exhibit "B" - Instructions to Bidders
3. Exhibit "C" -Technical Specifications
4. Exhibit "D" - Bid Forms
5. Exhibit "E" - General Conditions
6. Exhibit "F" - Required LAP Specifications
7. Exhibit "G" - Video Detection System
8. Exhibit "H" - Neighborhood Overhead Sign Structure

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

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

ARTICLE 2
REPRESENTATIONS OF THE CONTRACTOR

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

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

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

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

ARTICLE 3
INTENT AND INTERPRETATION

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

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

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

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

3(D) When a word, term, or phrase is used in this Contract, it shall be interpreted or

construed first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

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

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

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

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

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

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

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

ARTICLE 4
CONTRACTOR'S PERFORMANCE

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

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

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

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

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

ARTICLE 5
TIME FOR CONTRACTOR'S PERFORMANCE; DELAYS

5(A) The CONTRACTOR shall commence the performance of this Contract on the date set forth in the Notice to Proceed issued by the City Engineer and shall diligently continue its performance to and until Completion of the Project. **The CONTRACTOR shall accomplish Substantial Completion within one hundred fifty (150) calendar days and Final Completion in one hundred eighty (180) calendar days as specified on the Notice to Proceed (sometimes hereinafter referred to as the "Contract Time").** By signing this Contract, the CONTRACTOR agrees that the Contract Time is a reasonable time for accomplishing Completion of the Project. There will be no monetary early completion incentive. The CONTRACTOR shall submit its initial progress schedule in accord with Article 10(G) below.

5(B) The CONTRACTOR shall pay the CITY the sum of **$1,694.00** per day for each and every calendar day of unexcused delays in achieving Substantial Completion beyond the date set forth herein for Substantial Completion. Any sums due and payable hereunder by the CONTRACTOR shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the CITY, estimated at the time of executing this Contract. When the CITY reasonably believes that Substantial Completion will be inexcusably delayed, the CITY shall be entitled, but not required, to withhold from any amounts otherwise due the CONTRACTOR an amount then believed by the CITY to be adequate to recover liquidated damages applicable to such delays. If and when the CONTRACTOR overcomes the delay in achieving Substantial Completion, or any part thereof,

for which the CITY has withheld payment, the CITY shall promptly release to the CONTRACTOR those funds withheld, but no longer applicable, as liquidated damages.

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

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

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

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

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

CONTRACTOR, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Contract. The direct costs described above shall be limited to those direct costs attributable solely to this project and shall be subject to documentation and verification of costs as required by the CITY. If unit prices are established in the Contract Documents or subsequently agreed upon, they shall form the basis for cost calculations under any claims for delay.

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

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

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

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

ARTICLE 6
CONTRACT PRICE AND CONTRACT PAYMENTS

6(A) **Based on Engineering Construction Drawings and Specifications, identified as Bid No. 2025-024, Avenue D Roadway Reconstruction Plans (N 29th Street to US 1) all of which are hereby incorporated herein by reference and made a part hereof, the CONTRACTOR shall provide all labor and materials required to complete construction as prescribed in the aforementioned Drawings and Specifications, for the sum not to exceed: $_____**

(Written Amount)

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

6(C) The CITY shall pay the Contract Amount to the CONTRACTOR in accordance with Florida Statute 218.735 and the procedures set forth herein. On or before the tenth (10th) calendar day of each month after commencement of performance, but no more frequently than once monthly, the CONTRACTOR may submit a payment request for the period ending the last calendar day of the previous month hereafter (hereinafter the "Payment Request"). Said Payment Request shall be in such format and include whatever supporting information that may be required by the City Engineer or his designee. Upon receipt of a proper Payment Request, the City shall make payment within twenty (20) business days. If there is a dispute as to the Payment Request, the City shall notify the CONTRACTOR in writing, commence the dispute resolution within thirty (30) days, and conclude the final decision within forty-five (45) days.

Therein, the CONTRACTOR may request payment for ninety-five percent (95%) of that part of the Contract Amount allocable to Contract requirements properly provided, labor, materials, and equipment properly incorporated in the Project, and materials or equipment necessary for the Project and properly stored at the Project site, or elsewhere if offsite storage is approved in writing by the City Engineer, less the total amount of previous payments received from the CITY. Payment for materials stored offsite shall be at the discretion of the CITY and if approved, the CONTRACTOR shall provide appropriate documentation to substantiate materials are stored in a bonded warehouse or facility, title or other proof of ownership has been transferred to the CITY, and that materials have been purchased and paid for by the CONTRACTOR. Copies of paid invoices must be submitted to the City Engineer with Payment Request. Risk of loss shall be borne by, and insurance must be provided by the CONTRACTOR while in storage and in transit. Hard cost of Builders Risk Insurance to be paid by CONTRACTOR and such cost is not subject to CONTRACTOR's fee.

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

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

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

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

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

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

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

(1) The quality of a portion, or all, of the CONTRACTOR's Work not being in requirements of this Contract; or

(2) The quantity of the CONTRACTOR's Work not being as represented in the CONTRACTOR's Payment Request, or otherwise; or

(3) The CONTRACTOR's rate of progress being such that, in the opinion of the City Engineer or his designee, Substantial Completion may be inexcusably delayed; or

(4) The CONTRACTOR's failure to use Contract funds, previously paid the

CONTRACTOR by the CITY to pay CONTRACTOR's project-related obligations including, but not limited to, subcontractors, laborers, and material and equipment suppliers; or

(5) Claims made, or likely to be made, against the CITY or its property for which the CONTRACTOR or its agents or subcontractors or others for whom it is responsible are, or reasonably appear to be at fault; or

(6) Loss caused by the CONTRACTOR; or

(7) The CONTRACTOR's failure or refusal to perform any of its obligations to the CITY after written notice and a reasonable opportunity to cure as set forth above.

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

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

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

Upon Substantial Completion, the CITY shall pay the CONTRACTOR an amount sufficient to increase total payments to the CONTRACTOR to one hundred percent (100%) of the Contract Amount less any amounts attributable to damages, and less one hundred fifty percent (150%) of the costs, as

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

should have been discovered earlier.

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

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

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

ARTICLE 7
INFORMATION AND MATERIAL SUPPLIED BY THE CITY

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

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

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

therefore may be extended by the CITY.

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

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

7(C) The City Manager and the City Engineer or his designee shall be the sole authorized representatives of the CITY. Other than in matters of public safety or in time of natural disaster or crisis, the CONTRACTOR shall not take direction or act upon information from any City personnel other than the City's authorized representative(s). This provision shall in no way limit the authority of the Procurement Director as described herein or of the City Attorney's Office or Building Department.

ARTICLE 8
CEASE AND DESIST ORDER OWNER'S RIGHT TO PERFORM WORK

8(A) In the event the CONTRACTOR fails or refuses to perform the Work, or any separable part thereof, as required herein, or with the diligence that will ensure its proper, timely completion in accordance with the Contract Documents, the City Engineer may instruct the CONTRACTOR, by written notice, to cease and desist further Work, in whole or in part, or to correct deficient Work. Upon receipt of such instruction, the CONTRACTOR shall immediately cease and desist, or proceed, as instructed by the CITY. In the event the City Engineer issues such instructions to cease and desist, the CONTRACTOR must, within seven (7) calendar days of receipt of the City Engineer's instructions, provide a written, verified plan to eliminate or correct the cause of the City Engineer's order, which plan appears to the City Engineer to be reasonable, actually attainable and in good faith. In the event that the CONTRACTOR fails and/or refuses to provide such a plan or diligently execute an approved plan, then the CITY shall have the right, but not the obligation, to subcontract the Work, or any portion thereof, with its own forces, or with the forces of another contractor, and the CONTRACTOR shall be fully responsible and liable for the costs of the CITY performing such Work, which costs may be withheld from amounts due to the CONTRACTOR from the CITY. The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies the CITY may have against the CONTRACTOR.

If Work completed by the CITY or other contractors affects, relates to, is to be attached onto or extended by later Work of the CONTRACTOR, the CONTRACTOR shall, prior to proceeding with the later Work, and to the extent visible, report any apparent defects or variance from the Contract

requirements which would render the CONTRACTOR's later Work not in compliance with the Contract requirements or defective or not in compliance with warranties or other obligations of the CONTRACTOR hereunder.

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

ARTICLE 9
DUTIES, OBLIGATIONS, AND RESPONSIBILITIES OF THE CONTRACTOR

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

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

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

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

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

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

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

NAME	FUNCTION

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

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

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

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

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

The City Engineer shall have no duty to review partial submittals or incomplete submittals. The CONTRACTOR shall have the duty to carefully review, inspect,

examine, and physically stamp and sign any and all submittals before submission of same to the City Engineer.

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

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

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

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

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

The CONTRACTOR shall promptly notify the City Engineer upon discovery of any unidentified material which CONTRACTOR reasonably believes to be asbestos, lead, PCB, or other hazardous material, and shall immediately stop Work in the affected area of the Project. The CONTRACTOR shall not be responsible for removal or other Work with regard to such hazardous material unless otherwise agreed between the City Engineer and the

CONTRACTOR. In the case of Work stopped hereunder, Article 6 shall apply to claims for delay, hindrance or interference. Work will resume in the affected area of the Project immediately after such time as the hazardous material has been removed or rendered harmless, as certified by an industrial hygienist to be engaged by the CITY.

ARTICLE 10
INDEMNITY

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

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

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

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

ARTICLE 11
CLAIMS BY THE CONTRACTOR

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

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

11(B) The CONTRACTOR and the CITY shall continue their performance hereunder regardless of the existence of any claims submitted by the CONTRACTOR including claims

set forth in Article 6 hereof.

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

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

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

ARTICLE 12
SUBCONTRACTORS

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

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

12(B) Each and every subcontract related to the Project is hereby assigned by the CONTRACTOR to the CITY, contingent upon the termination of this Contract for default or convenience as provided herein, and only as to those subcontracts which the City Engineer

accepts in writing directed to the CONTRACTOR. This contingent assignment is subject to the prior rights of any surety obligated under a bond related to this Contract. This contingent assignment will operate prospectively from the effective date of assignment, and will not obligate the CITY to any liabilities existing on the effective date of the assignment, or arising from events, acts, failures to act, facts or circumstances existing prior to the effective date of the assignment. The contracts subject to this contingent assignment shall also be further assignable by the CITY, at the CITY's sole option. The CONTRACTOR shall bear the responsibility of notifying subcontractors of this contingent assignment and including it in all subcontracts in connection with the Project.

ARTICLE 13
CHANGE ORDERS

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

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

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

b. The price breakdown:

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

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

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

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

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

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

(2) If no mutual agreement occurs between the CITY and the CONTRACTOR, the change in the Contract Amount, if any, shall be derived by determining the reasonable actual costs incurred or savings achieved, resulting from revisions in the Work. Such reasonable actual costs or savings shall include a component for direct job site overhead and profit but shall not include home-office overhead or other indirect costs or components. The calculation of actual costs shall conform to the markup schedule in Article 13(E) below. Any such costs or savings shall be documented in the format and with such content and detail as the CITY requires.

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

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

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

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

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

CONTRACTOR's or Subcontractor's Direct Labor Cost shall be limited to the hourly rate of directly involved Workmen, employer contributions towards company standard benefits, pensions, unemployment or social

security (if any), and employer costs for paid sick and annual leave.

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

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

1. For the CONTRACTOR, for any Work performed by the CONTRACTOR's own forces, 15% of the Subtotal of Costs to the CONTRACTOR.

2. For the CONTRACTOR, for any Work performed by his Subcontractor, 6% of the amount due the Subcontractor.

3. For each Subcontractor or Sub-subcontractor involved, for any Work performed by their own forces, 15% of their materials and direct labor costs.

4. For each Subcontractor, for Work performed by his Sub-subcontractor(s), 6% of the amount due the Sub-subcontractor.

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

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

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

ARTICLE 14
DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK

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

14(B) If any of the Work is covered, concealed, or obscured in a manner not covered by Subarticle 14(A) above, it shall, if directed by the City Engineer, be uncovered and displayed for the City Engineer and/or the City's consultants. If the uncovered Work conforms strictly to

this Contract, the costs incurred by the CONTRACTOR to uncover and subsequently, replace such Work shall be done by the CITY. Otherwise, such costs shall be borne by the CONTRACTOR.

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

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

14(E) The City Engineer may, but shall in no event be required to, choose to accept defective or nonconforming Work. In such event, the Contract Amount shall be reduced by the greater of: (1) the reasonable costs of removing and correcting the defective or nonconforming Work plus 150% of costs, or (2) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Amount, if any, is sufficient to compensate the CITY for the acceptance of defective or nonconforming Work, the CONTRACTOR shall, upon written demand from the CITY, pay the CITY such remaining compensation for accepting defective or nonconforming Work. The CONTRACTOR shall have an opportunity to correct any defect or non-conformance prior to the CITY taking the above actions. The contractor, upon written notice of any defect or non-conformance, shall have ten (10) calendar days to make corrections, unless the City Engineer agrees that the correction will require more than ten (10) calendar days to correct and agrees, in writing, to correct the defect or non-conformance.

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

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

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

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

(2) preserving and protecting Work in place; and

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

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

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

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

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

ARTICLE 16
TERMINATION BY THE CITY

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

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

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

below.

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

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

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

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

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

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

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

In such case, the CONTRACTOR shall not be paid further until the Work is complete. After Completion has been achieved, if any portion of the Contract Amount, as it may be modified hereunder, remains after the cost to the CITY of completing the Work, including all

costs and expenses of every nature incurred, has been deducted by the CITY, such remainder shall belong to the CONTRACTOR. Otherwise, the CONTRACTOR shall pay and make whole the CITY for such cost. This obligation for payment shall survive the termination of the Contract.

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

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

16(D) The CITY's rights under this Article shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 17
INSURANCE

17(A) CONTRACTOR shall be responsible for all damage to person and or property resulting from its negligent acts, reckless or intentional misconduct, errors, or omissions, or those of their subcontractors, agents, or employees in connection with such services and shall be responsible for all parts of its Work, both temporary and permanent.

17(A)(1) Evidence of Insurance

CONTRACTOR shall, at its own expense, procure and maintain throughout the term of this Contract, with insurers acceptable to the CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein. CONTRACTOR shall not commence Work until the required insurance is in force and evidence of insurance acceptable to the CITY has been provided to, and approved by, the CITY. The CITY at all times reserves the right to request such additional documentation and evidence of insurance as in its sole discretion it may require and the CONTRACTOR hereby agrees to provide same.

With respect to the Workers' Compensation/Employer's Liability Insurance, and Business Auto Liability Insurance, an appropriate Certificate of Insurance (which identifies the Project), and a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies), signed by an authorized representative of the insurer(s) shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, Watercraft Liability and Pollution Liability Insurance an appropriate Certificate of Insurance (which identifies the Project) signed by an authorized representative of the insurer, and copies of the actual additional insured and notice of cancellation endorsements as issued on the policy(ies), shall be satisfactory evidence of such insurance. With respect to Property Insurance, a fully completed Evidence of Commercial Property Insurance (ACORD Form 28) signed by an authorized representative of the insurance, a copy of the notice of cancellation endorsement and a copy of the waiver of

subrogation endorsement shall be satisfactory evidence of such insurance. All endorsements shall be properly completed and signed by an authorized representative of the insurer providing the coverage and shall indicate the policy number.

To the extent CONTRACTOR is permitted to and elects to sub-contract any of the Work performed under this Agreement, CONTRACTOR shall require Subcontractors to maintain any and all insurance required by law. Except to the extent required by law, or as otherwise specifically provided by this Agreement, this Agreement does not establish minimum insurance requirements for Subcontractors.

If the insurance policies expire or terminate during the term of this Agreement CONTRACTOR shall provide CITY with renewal or replacement evidence of the insurance, including endorsements, no less than fifteen (15) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to CITY, if requested by CITY, CONTRACTOR shall, within thirty (30) days after receipt of a written request from CITY, provide CITY with a certified copy or certified copies of the policy or policies providing the coverage required by this Article 17. CONTRACTOR may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required by Article 17.

17(A)(2) Workers' Compensation /Employer's Liability Insurance.

Worker's Compensation/Employer's Liability Insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law.

The policy must be endorsed to waive the insurer's right to subrogate against CITY, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver of Our Right to Recover from Others Endorsement (Advisory Form WC 00 03 13) with CITY, and its officials, officers, and employees scheduled thereon.

The policy must be endorsed to provide CITY with thirty (30) days prior written notice of cancellation. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	$2,000,000	Each Accident
	$2,000,000	Disease - Policy Limit
	$2,000,000	Disease – Each Employee

17(A)(3) Commercial General Liability Insurance.

Commercial General Liability Insurance shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than any endorsements specifically required by ISO or the State of Florida.

The coverage may include restrictive endorsements which exclude coverage for liability
arising out of: Mold, fungus, or bacteria
Terrorism
Silica, asbestos, or lead
Sexual molestation"

CITY and its members, officials, officers, and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor).

The policy must be endorsed to provide CITY with 30 days prior written notice of cancellation. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$2,000,000
Each Occurrence	$2,000,000

CONTRACTOR shall continue to maintain products/completed operations coverage in the amounts stated above for a period of three (3) years after the Final Completion of the Work. The insurance shall be on a form no more restrictive than, and shall cover those sources of liability which would be covered by Coverage A of, the latest occurrence form edition of the Commercial General Liability Coverage Form (ISO Form CG 00 01), or of the occurrence Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37), as filed for use in the State of Florida by ISO, without any restrictive endorsements other than those than those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements).

17(A)(4) Automobile Liability Insurance.

Automobile Liability Insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00
01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Work.

The policy must be endorsed to provide CITY with 30 days prior written notice of cancellation.

Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	$2,000,000

17(A)(5) Watercraft Liability

To the extent watercraft are utilized, the CONTRACTOR shall purchase and maintain, or cause its subcontractors to purchase and maintain, insurance which shall, at a minimum, cover the CONTRACTOR and subcontractor for injuries or damage arising out of the use of all owned, non-owned and hired watercraft.

The insurance shall include the CITY and its members, officials, officers and employees as additional insureds.

The policy must be endorsed to provide CITY with 30 days prior written notice of cancellation.

The limits applicable to watercraft liability (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence/Annual Aggregate	$2,000,000

17(A)(6) Pollution Legal Liability

Pollution Legal Insurance shall cover CONTRACTOR for liability resulting from pollution or other environmental impairment arising out of, or in connection with, Work performed under this Agreement, or which arises out of, or in connection with this Agreement, including coverage for clean- up of pollution conditions and third party bodily injury and property damage claims arising from pollution conditions. Such insurance shall also include transportation coverage and non-owned disposal site coverage.

The policy must be endorsed to provide CITY with thirty (30) days prior written notice of cancellation

Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within, three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Claim	$2,000,000
Annual Aggregate	$2,000,000

The CITY and the CITY's members, officials, officers, and employees shall be included as an "Additional Insureds" on the policy.

The Maximum permissible deductible or self-insured retention on the policy shall be $50,000 per claim. The payment of any amount owed under any deductible or self-insured shall be the sole responsibility of CONTRACTOR and CONTRACTOR shall pay on behalf of the CITY or CITY's members, officials, officers, agents and employees any deductible or self-insured retention applicable to a claim against the CITY or the CITY's officials, officers, agents and employees.

17(A)(7) General Conditions

The insurance provided by the CONTRACTOR shall apply on a primary basis to and shall not require contribution from, any other insurance or self-insurance maintained by CITY or CITY's members, officials, officers, or employees. Any insurance, or self-insurance, maintained by the CITY shall be in excess of, and shall not contribute with, the insurance provided by CONTRACTOR.

Except as otherwise specifically authorized in this Agreement, no deductible or self-insured retention for any required insurance provided by CONTRACTOR pursuant to this Agreement will be allowed. To the extent any required insurance is subject to any deductible or self-insured retention (whether with or without approval of CITY), CONTRACTOR shall be responsible for paying on behalf of CITY (and any other person or organization CONTRACTOR has, in this Agreement, agreed to include as an insured for the required insurance) any such deductible or self-insured retention.

Compliance with these insurance requirements shall not limit the liability of CONTRACTOR, its subcontractors, sub-subcontractors, employees, or agents. Any remedy provided to the CITY or CITY's members, officials, officers, or employees by the insurance provided by CONTRACTOR or the CITY shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of CONTRACTOR) available to the CITY under this Contract or otherwise.

Neither approval nor failure to disapprove insurance furnished by CONTRACTOR shall relieve
CONTRACTOR from the responsibility to provide insurance as required by this Contract.

17(A)(8) CONTRACTOR shall deliver to CITY the required certificate(s) of insurance and endorsement(s) before beginning any Work under this Agreement. Failure to do so shall constitute a material breach upon which the City may immediately terminate or suspend this contract.

17(A)(9) At its sole discretion, CITY may obtain or renew CONTRACTOR insurance, and CITY may pay all or part of the premiums. Upon demand, CONTRACTOR shall repay CITY all monies paid to obtain or renew the insurance. CITY may offset the cost of the premium against any monies due CONTRACTOR from CITY. CONTRACTOR's failure to obtain, pay for, maintain any required insurance shall constitute a material breach upon which the CITY may immediately terminate or suspend this agreement.

ARTICLE 18
PERFORMANCE AND PAYMENT BONDS

(a) BONDS REQUIRED: Prior to issuance of the Notice of Commencement, CONTRACTOR shall provide CITY with a Common Law Performance Bond, and a Statutory Payment Bond meeting the standards specified herein, on the forms provided by the CITY, and attached hereto, with a Power of Attorney Affidavit, each in an amount not less than the Contract price. Within fifteen (15) days after issuance of the Notice of Commencement, CONTRACTOR shall record in the public records of the county where the improvement is located, the statutory payment bond and common law performance bond as required in Section 255.05(a) Florida Statutes. CONTRACTOR shall provide the CITY with a true copy of the recorded bond(s) as evidence of such recording.

(b) SURETY'S QUALIFICATIONS: All bonds required under this Contract, including, but not by way of limitation, any Bid Bond, Common Law Performance Bond or Statutory Payment Bond, shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety which holds a certificate of authority authorizing it to write surety bonds in Florida meeting the following requirements:

(1) Ratings by A.M. Best

The surety company or corporation shall have minimum ratings by the A.M. Best Company of A- or better with a Financial Size Category of "V" or larger.

(2) Circular 570
In addition to meeting the requirements of paragraph (1) above, the surety shall also comply with the United State of the Treasury Circular 570, Revised 2022 requirements as set forth in this paragraph (2). The surety shall maintain a current certificate of authority as an acceptable surety on Federal Bonds in accordance with U.S. Department of Treasury Circular 570, Revised 2022. If the amount of the bond exceeds the underwriting limitations set forth in the Circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the Circular and the excess risk must be protected by co-insurance, reinsurance, or other methods in accordance United States Department of Treasury with Treasury Circular 297, revised September 1, 1978 implemented at 31CFR Part 223. Further the surety company shall provide the CITY with evidence satisfactory to the CITY, that such excess risk has been protected in an acceptable manner.

(c) ADDITIONAL OR REPLACEMENT BOND: It is further mutually agreed between the parties hereto that if, at any time, the CITY shall deem the surety or sureties upon any bond to be unsatisfactory, or if for any reason, such bond (because of increases in the Work or otherwise) ceases to be adequate, the CONTRACTOR shall, at their expense within five (5) days after the receipt of notice from the CITY to do so**,** furnish an additional or replacement bond or bonds in such form, amount, and with such surety or sureties as shall be satisfactory to the CITY. In such event, no further payments to the CONTRACTOR shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the CITY.

(d) CO-SURETIES: Subject to the following requirements, the bonds required by this Contract may be provided by more than one surety:

(1) At least one of the co-sureties shall meet the requirements of Paragraph (b) for the full amount of the bond; and

(2) Each surety shall be jointly and several liable for the full amount of the bond required.

(e) FLORIDA AGENT: The surety company shall have a Florida agent whose name shall be listed in the prescribed space on the forms provided by the CITY for all bonds required by the CITY.

ARTICLE 19
PROJECT RECORDS

All documents relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the CONTRACTOR, or any subcontractor of the CONTRACTOR, shall be made available to the CITY and/or their consultants for inspection and copying upon written request by the CITY. Furthermore, said documents shall be made available, upon request by the CITY, to any state, federal or other regulatory authority and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project, its design, and its construction. Said records expressly include those documents reflecting the cost of construction to the CONTRACTOR. The CONTRACTOR shall maintain and protect these documents for no less than three (3) years after Completion of the Project, or for any longer period of time as may be required by law or good construction practice. The CONTRACTOR further agrees to include these provisions in any subcontracts issued by The CONTRACTOR in connection with this Agreement.

ARTICLE 20
APPLICABLE LAW

The laws of the State of Florida shall govern this Agreement. In any litigation arising under this Agreement, the parties agree to a waiver of the right to a trial before a jury, and all such litigation shall be litigated only in a non-jury hearing in St. Lucie County, Florida.

ARTICLE 21
SUCCESSORS AND ASSIGNS

Each party binds itself, its successors, assigns, executors, administrators, or other representatives to the other party hereto and to successors, assigns, executors, administrators, or other representatives of such other party in connection with all terms and conditions of this Contract. The CONTRACTOR shall not assign this Contract without prior written consent of the CITY.

ARTICLE 22
MISCELLANEOUS PROVISIONS

22(A) Compliance By CONTRACTOR: Nondiscrimination

CONTRACTOR shall comply with all Federal, State and Local laws, ordinances, rules and regulations of any authorities throughout the duration of this Agreement. The CONTRACTOR shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold CITY harmless and indemnify same in the event of non-compliance. CONTRACTOR agrees to abide by the requirements under Federal Executive Order Number 11246, "Equal Employment Opportunity" as amended, including specifically the provisions of the equal opportunity clause.

22(B) Drug-Free Workplace

CONTRACTOR shall comply with Section 287.087, Florida Statutes, regarding Drug-Free Workplaces.

22(C) State and Local Taxes

Except as otherwise provided, contract prices shall include all applicable state and local taxes.

CONTRACTOR shall indemnify and hold harmless the CITY for any loss, cost, or expense incurred by, levied upon or billed to the CITY as a result of CONTRACTOR's failure to pay any tax of any type due in connection with this Agreement. CONTRACTOR shall ensure that the above sections are included in all subcontracts and sub-subcontracts and shall ensure withholding on out of state subcontractors and sub-subcontractors to which withholding is applicable.

22(D) Gratuities and Kickbacks

Gratuities. It shall be unethical for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation, or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement of a contract or subcontract, or to any solicitation or proposal therefore.

Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

22(E) Any and all notices required to be sent under this Contract or otherwise shall be sent to the following:

CITY:	**CONTRACTOR**:
Selena D. Griffett, P.E.	
Project Engineer	_____
City of Fort Pierce	_____
100 N. US Highway 1	_____
Fort Pierce, FL 34950	_____
Phone: 772-467-3774	_____
Fax: 772-460-6847	_____

ARTICLE 23
ENTIRE AGREEMENT

Any modification to this Agreement must be supported by an additional, articulated consideration, and must either be in writing, executed by the parties hereto, or, if made orally, should be confirmed in writing, which writing should state the consideration which supports the modification. Failure to confirm an oral modification in writing shall constitute a waiver of any claim for additional compensation with regard to the oral modification. Nothing in this Article shall be construed to limit the CITY's authority to issue changes set forth in Article 13 herein.

ARTICLE 24
SEVERABILITY

If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, this invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Contract are agreed to be severable.

ARTICLE 25
WAIVER

Waiver of any breach of any term or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach and shall not entitle any party hereto to any subsequent waiver of any terms hereunder. No term or condition of this Contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

ARTICLE 26
E-VERIFY

Effective January 1, 2021, as required by Section 448.095(2)(a), Florida Statutes, CONTRACTOR and any subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City, CONTRACTOR, and any subcontractors may not enter into a contract unless each party uses the E-Verify System. Contractor shall provide documentation of its compliance with this requirement upon request by the City.

If CONTRACTOR enters into a contract with a subcontractor, the subcontractor must provide CONTRACTOR with an affidavit stating the subcontractor does not employ, contract with, or

subcontract with an unauthorized alien. CONTRACTOR shall maintain a copy of the affidavit during the terms of this Agreement.

The City will not intentionally award Contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions of the Immigration and Nationality Act ("INA"). The City shall consider the employment by Contractor of unauthorized aliens a violation of Section 8 U.S.C. 1324(a)(3) [Section 274(e) of the INA]. Contractor agrees that violation by Contractor shall be grounds for unilateral termination of this Agreement by the City.

ARTICLE 27
SOVEREIGN IMMUNITY

Nothing contained in this Contract shall be deemed or otherwise interpreted as waiving the City's Sovereign Immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement under their several seals the day and year first written above.

WITNESSETH:

_____

Print Name

_____

Signature

_____

Print name

_____

CONTRACTOR:

_____

By: _____

Title: _____

Federal Tax ID No. _____

ATTEST:

_____

Linda Cox, City Clerk

CITY OF FORT PIERCE

_____

Linda Hudson, Mayor

_____

Date

APPROVED AS TO FORM AND CORRECTNESS:

_____

Sara Hedges, City Attorney

INVITATION TO BID
CITY OF FORT PIERCE, FORT PIERCE, FLORIDA
INVITATION TO BID NO. 2025-024

Sealed Bids will be received by the City of Fort Pierce Purchasing Department until **3:00 PM, Tuesday, May 20, 2025,** for:

AVENUE D RESURFACING (N 29TH STREET TO US 1)

The work includes milling and resurfacing of Avenue D from N 29th Street to US 1, sidewalk updates, curb and gutter, driveway replacement, updates to ADA ramps, pavement marking, signing, and video detection at signalized intersections.

Specifications are available upon request in the Office of the Purchasing Manager, City of Fort Pierce City Hall, 100 North U.S. 1, Fort Pierce, Florida.

Electronic copies of the documents may be obtained from the Office of Purchasing at no cost.

The City of Fort Pierce encourages Minority Business Enterprise participation.

Advertising for Bids will conform to federal requirements which include advertising for a minimum of two (2) weeks.

CITY OF FORT PIERCE

Gelencia Carter

Gelencia Carter, M.P.A
Purchasing Manager

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SECTION 1 - DEFINED TERMS

1.1 Terms used in these "INSTRUCTIONS TO BIDDERS" which are defined in the General Conditions have the meanings assigned to them in the General Conditions.

SECTION 2 - COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of Bidding Documents may be obtained in the manner defined in the Call for Bids.

2.2 Complete sets of Bidding Documents shall be used in preparing Bids; City shall not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 City, in making copies of Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use.

SECTION 3 - QUALIFICATIONS OF BIDDERS

3.1 **Bidders must be prequalified by the Florida Department of Transportation and provide verification.** Each Bid must contain evidence that the Bidder has a valid State of Florida license with a minimum classification of "Certified General Contractor" associated with the company bidding along with evidence of the Bidder's qualifications to do business in the State of Florida. To demonstrate qualifications to perform the Work, each Bidder must submit to City, together with the Bid, information including but not limited to financial data, capability to obtain Payment and Performance and previous experience on similar projects, including references and evidence of authority to conduct business in the jurisdiction where the Project is located. Submittals requested pursuant to this paragraph are in addition to those required elsewhere.

SECTION 4 - EXAMINATION OF CONTRACT DOCUMENTS AND SITE

4.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly; (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress, or performance of the Work; (c) familiarize himself with federal, state and local laws, ordinances, rules, regulations and policies that may in any manner affect cost, progress or performance of the Work; (d) study and carefully correlate Bidder's observations with the Contract Documents; and (e) make written requests for interpretations promptly after discovering any conflicts, errors, ambiguities of inconsistencies. Written requests must be received prior to the Pre-Bid Conference.

4.2 Reference may be made to the identification of investigations and tests of subsurface and latent physical conditions at the site, or otherwise affecting cost, progress or performance of the Work which have been relied upon by the City Engineer or City Consultant in preparing the Drawings and Specifications. Such reports are available for review by any bidder at the office of the City Engineer. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents; they are provided for guidance only. If this information is used by Bidder in preparing his proposal, he shall assume all risks resulting from actual conditions differing from the conditions set out in the reports.

4.3 If a log of test borings showing a record of the data is obtained by the investigation of subsurface conditions by the City, or their consultants, it is expressly understood and agreed that said log of test borings does not constitute a part of the contract, represents only the opinion of the City, or their consultants as to the character of the materials encountered by them in the test borings, is included in the plans or other documents only for the convenience of bidders, and its use is subject to all of the conditions and limitations set forth in this article. Discrepancies must be reported prior to the Pre-Bid Conference.

4.4 Before submitting a Bid, each Bidder shall, at Bidder's own expense, make or obtain any additional investigations, examinations, explorations and tests and obtain any additional information which pertains to the physical conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress or performance of the Work and which Bidder deems necessary to determine its Bid for performing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

4.5 City will provide each Bidder reasonable access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid. Bidder shall restore site to condition existing prior to conducting said investigations and tests.

4.6 The lands upon which the work is to be performed, rights-of-way for access thereto and other lands designated for use by CONTRACTOR in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor.

4.7 The submission of the Bid shall be an indication that the Bidder has considered normal local weather conditions (daily and monthly variations) for the previous ten years from the date of the Bid as compiled by the National Weather Service.

SECTION 5 - INTERPRETATIONS

5.1 All questions about the meaning or intent of the Contract Documents shall be submitted to the City's Project Manager. Bidders are required to advise the City's Project Manager of any conflicts in the Contract Documents or any discrepancies between conditions noted at the project site and those shown on the Drawings or described in the Specifications. Replies will be issued by Addenda mailed or delivered to all parties recorded by the City's Purchasing Agent as having received the Bidding Documents. Questions received less than seven days prior to the date for the opening of Bids shall not be answered. Only questions answered by formal written Addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect. All addenda shall be issued no less than five days prior to bid opening.

SECTION 6 - BID SECURITY

6.1 Bid Security shall be made payable to City, in an amount of 10 percent of the Bidders maximum Bid price and in the form of a certified or cashier's check or a Bid Bond on the prescribed form attached issued by a Surety.

6.2 The Bid Security of the Lowest and Best Bidder shall be retained until such Bidder has executed the Agreement, furnished the required Contract Security, the Insurance Certificates and Endorsements, and complied with the State of Florida requirements; if the Lowest and Best Bidder fails to execute and deliver the Agreement or furnish the Contract Security within ten (10) days of the receipt of Agreement, City may annul the Notice of Award and the Bid Security of that Bidder may be forfeited. The Bid Security of any Bidder whom City believes to have a reasonable chance of receiving the award may be retained by City until the earlier of the seventh day after the "effective date of the Agreement" (which term is defined in the General Conditions) or the sixty-first day after the Bid opening. Bid Security of other Bidders may be returned within seven days of the Bid opening.

SECTION 7 - CONTRACT TIME

7.1 The time of completion is of the essence of the Contract, and the Bidder awarded the Contract shall proceed with the Work in accordance with the Contract time period specified in the Agreement and the Notice to Proceed. In the event of failure to complete the Work within the time specified, the City may assess damages and/or impose penalties as provided by law or the Contract Documents, unless an appropriate extension of time has been granted by the City.

SECTION 8 - LIQUIDATED DAMAGES

8.1 Provisions for liquidated damages, if any, are set forth in the Agreement.

SECTION 9 – SUBSTITUE MATERIAL AND EQUIPMENT

9.1 Not applicable.

SECTION 10 - SUBCONTRACTORS, ETC.

10.1 The City shall receive from the Apparent Lowest and Best Bidder (or the Lowest and Best Bidder), within ten days after receipt of the Bids, a list of all Subcontractors and other persons and organizations, including those who are to furnish the principal items of material and equipment. This list shall include the name and address of the Subcontractor, person or organization, a description of the services, materials or equipment to be supplied. Such list shall be accompanied by a statement of experience with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person or organization. If City has reasonable objection to any proposed Subcontractor, other person or organization, the City may, before the Notice of Award, request the Apparent Lowest and Best Bidder (or the Lowest and Best Bidder) to submit an acceptable substitute without an increase in Bid price. If the Apparent Lowest and Best Bidder (or the Lowest and Best Bidder) declines to make any such substitution, the Contract may not be awarded to such Bidder at the City's sole discretion. Bidder's declining to make any such substitution shall constitute grounds for sacrificing his Bid Security. Any Subcontractor, other person or organization so listed and to whom City does not make written objection prior to the Notice of Award will be deemed acceptable to City, but City does not thereby waive any right it may have against the Contractor because of the actions or omissions of said Subcontractor, other person or organization, or request from the Contractor to replace Sub-contractors depending on their performance or workmanship.

SECTION 11 - BID FORM

11.1 All Bid Forms are included in the Contract Documents.

11.2 Bid Forms must be completed in ink or typewritten. **Bid prices shall be provided for all items listed. All partial bid proposals shall be rejected.**

11.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer, accompanied by evidence of authority to sign), and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

11.4 Bids by partnership must be executed in the partnership name and

signed by an authorized partner, whose title must appear under the signature.

11.5 All names and titles must be typed or printed below the signature.

11.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

11.7 The address to which communications regarding the Bid are to be directed must be shown.

SECTION 12 - SUBMISSION OF BIDS

12.1 Submit bids on Bid Forms supplied herein. Bids shall be submitted at the time and place indicated in the Call for Bids and shall be included in an opaque sealed envelope marked with the Project title and name and address of the Bidder and accompanied by the Bid Security.

If the bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof.

12.2 Bids received after the time and date specified in the Call for Bids shall not be considered and will be returned unopened.

SECTION 13 - MODIFICATION AND WITHDRAWAL OF BIDS

13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids. Withdrawal of a bid will not prejudice the rights of Bidder to file a new Bid

SECTION 14 - OPENING OF BIDS

14.1 At the specified time and place as indicated in the Call for Bids, Bids shall be opened publicly and read aloud.

14.2 An abstract of the amounts of the base bids and major alternates (if any) will be prepared and made available within a reasonable time after the opening of Bids.

14.3 Quantities of work and materials in the Bid Form(s) or in the plans are approximate only and for the purpose of providing a bidder with information that may be used for the computation of the Base Bid, to obtain unit prices for the approval of payments for the work done, and to determine additions or deletions to the Contract Sum. <u>It shall be the Bidder's responsibility to determine if a different quantity of any item required and to bring the same to the attention of the City's Project Manager prior to submittal of the Bid.</u>

14.4 Notwithstanding any other provision contained in the Contract Documents, the City reserves the right to reject any and all bids, or portions thereof, and waive any and all irregularities, and the right to disregard any or all nonconforming, unbalanced, or conditional bids or counter proposals. The City may reject, as non- responsive, any or all bids where bidders fail to acknowledge receipt of addenda as prescribed. If the City elects not to reject a bid which fails to acknowledge receipt of any addendum, the bid shall be construed as though the addendum has been received and acknowledged by the Bidder.

14.5 The bids supplied shall be a Unit Price Bid. Unit Price bids for the work items shall be based on estimated quantities for the purpose of determining the best and Lowest Bidder and unit prices as shown in the Bid Form (see Paragraph 14.3 above). In the event that work in addition to estimated quantities is required, compensation to the Contractor shall be based on the unit prices indicated in the Bid Form. For basis of award, discrepancies between the total Bid and the sum of columns of figures shall be resolved in favor of the total Bid. Contractor shall be responsible for the accuracy of the arithmetic of the bid, in particular with the addition of the columns to match the total Bid. City has the right to accept the total Bid whether it is less or more than any additions of any columns or extensions and prorate the unit prices to match the total Bid amount. Contractor shall lose his bid deposit if contract award is not accepted by such Contractor.

SECTION 15 - BIDS TO REMAIN OPEN

15.1 All Bids shall remain open for sixty (60) days after the day of the Bid opening, but City may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

15.2 Extensions of time when bids shall remain opened beyond the sixty-day period may be made only by mutual agreement between the City, the Lowest and Best Bidder, and the Surety, if any, for the Lowest and Best Bidder.

SECTION 16 - AWARD OF CONTRACT

16.1 Award shall be based on products, equipment and materials named in the Contract Documents.

16.2 In evaluating Bids, City shall consider the qualifications of the Bidders, and whether or not the Bids comply with the prescribed requirements.

16.3 In evaluating Bids, City shall consider the information provided by the Bidder as described in these INSTRUCTIONS TO BIDDERS.

16.4 The Lowest and Best Bidder shall submit, to City, documentation evidencing its capability to obtain Performance and Payment Bonds and to perform classes of work contemplated, and the necessary plant and sufficient

capital, to execute the work properly within the time specified. **This information must be received by City as per Section 10 above.**

16.5 The City shall require the Lowest and Best Bidder to submit a certified statement describing his organization, plant, manpower and financial resources, and list all previous and/or ongoing construction contracts over the last 5 years, regardless of amount or completion status. Information shall be submitted on the Associated General Contractors of America Form "Standard Questionnaires and Financial Statement for Bidders", available from AGC, 1957 "E" Street, N.W., Washington, D.C., 20006, or other form acceptable to City. The information shall be certified by a Certified Public Accountant for bids over $25,000 and shall be submitted to the City prior to Contract Award. The City, at its discretion, may require any or all of the above-listed information from any other Bidder.

16.6 City may consider qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the Bid Form and Section 10 of these Instructions.

16.7 City may conduct such investigations and require supplemental information as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors, proposed equipment and material suppliers, and other persons and organizations to do the Work in accordance with the Contract Documents to City's satisfaction within the prescribed time.

16.8 City reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to City's satisfaction.

16.9 **City reserves the right to reject the Bid of any Bidder which is or was behind on the approved completion schedule for any existing or past contracts with the City, is in litigation with the City, has previously defaulted on a contract with the City, has delayed or skipped subcontractor payment(s), or has provided unsatisfactory performance on current or previous City Contracts.**

16.10 If the Contract is to be awarded, it will be awarded to the best and lowest responsible Bidder on the basis of the total Bid amount, qualifications, experience, and ability to perform the work. City reserves the right to reject all bids or portions thereof.

SECTION 17 - BONDS AND INSURANCE

17.1 The General and Special Supplemental Conditions set forth the City's requirements as to Bonds and Insurance. When the Successful Bidder delivers

the executed Agreement to City, it shall be accompanied by the required Bonds, Insurance Certificates, and Endorsements on forms prescribed by City. The City must receive with Successful Bidder executed Agreement copies of all insurance policies for the insurance requirements set forth in the General and Special Supplemental Conditions. Attorneys-in-fact who sign Bid Bonds, Performance Bonds and Payment Bonds must file with such Bonds a certified copy of their power- of-attorney to sign the Bonds.

SECTION 18 - SIGNING OF AGREEMENT

18.1 When City gives a Notice of Award to the Successful Bidder, it will be accompanied by at least two (2) unsigned counterparts of the Agreement and all other Contract Documents. Within ten (10) days of receipt thereafter, Successful Bidder shall sign and deliver at least two (2) counterparts of the Agreement to City, together with the documents described in Section 17 above attached. Within ten (10) days after receipt of the properly executed and completed submittal, City will deliver a fully signed counterpart to Successful Bidder.

18.2 Failure by a Successful Bidder to whom the contract is awarded to execute the Agreement, or to correctly complete or furnish required Bonds or insurance certificates and endorsements, shall be just cause for the annulment of the award and the forfeiture of the Bid Security.

18.3 If Successful Bidder is a Corporation, the Agreement shall be signed by the President, attested by the Secretary, and have the Corporate Seal affixed. The executed Agreement shall be accompanied by a Certificate of Good Standing dated within 30 days and an Incumbency Certificate, under oath, executed by Legal Counsel or the Secretary of the Corporation, and the Corporate Seal if by the Secretary.

18.4 A Successful Bidder who is awarded the Contract and fails to execute the Agreement or correctly complete or furnish the required Bonds, insurance certificates and endorsements within the time period specified in Article 10, Section 18.1 above or fails to comply with submittal requirements specified in Article 20 shall be liable to the City for all damages resulting there from, including reasonable attorneys' fees and costs, and attorneys' fees and costs on appeal. The Bid Security forfeited shall not be a limitation thereon.

SECTION 19 - SCHEDULE OF SUBMITTALS

19.1 Within ten (10) days prior to Contract Award, the Successful Bidder shall submit a preliminary progress schedule and a schedule of projected payments in accordance with the General Conditions. This schedule shall show in a summary fashion the order in which the Successful Bidder proposes to perform the Work and shall indicate approximate starting and completion dates for said projects. This progress schedule shall not replace, but serve as a basis

for, the progress schedule submittals to be developed as required in the Specifications. Failure by the Successful Bidder to furnish this Schedule of Submittals, as required, in a sufficiently complete and responsible manner, shall void evaluation of the Bid, and will constitute proof that the Successful Bidder has abandoned all his rights and interests in the award, and his Bid Security may be declared forfeited to the City as liquidated damages, and the Work may be awarded to another Bidder.

SECTION 20 - SPECIAL WARRANTY, GUARANTEE, BOND, INSURANCE, MAINTENANCE, AND CORRECTION PERIOD REQUIREMENTS

20.1 There may be special requirements pertaining to Warranty, Guarantee, Bonds, Insurance, Maintenance, and the Correction Period which are described in the Contract Documents. Bidders shall review these special requirements, if applicable, and reflect in their bids all costs associated therewith.

SECTION 21 – MATERIALS

21.1 Materials produced by convict labor are prohibited from use on the PROJECT unless specific written authority for such use is obtained.

21.2 State produced materials are now allowed. in the public interest and approved by the CITY.

END OF SECTION

Technical Specifications:

The governing specifications for this project are the State of Florida Department of Transportation Standard Specifications for Road and Bridge Construction FY 2023-24 and FDOT FY 2023-24 Standard Plans for Road Construction. The following information is in addition to the specifications previously referenced and shall be considered the governing condition in the case of conflicting information between specifications, unless otherwise determined by the ENGINEER/OWNER'S PROJECT MANAGER.

101-1A Mobilization/Permits:

The work specified in this section consists of the preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities, as required by these Specifications, the special provisions, and State and local laws and regulations. All costs for bonds, permits and any required insurance, and any other pre-construction expense necessary for the start of the work, as well the cost of the removal of the above items, shall also be included in this Section.

At the pre-construction meeting, the CONTRACTOR shall submit a tentative work schedule as well as a list of subcontractors and emergency contact people and phone numbers.

Additionally, the bid price for this item shall include but is not limited to the requirements of Section 100 of the Standard Specifications, as well as all necessary survey work the CONTRACTOR needs to complete the work and prepare the necessary sets of Record Drawings of the completed project showing all variations from the bid plans. This document shall be signed and sealed by a professional surveyor registered to practice in the State of Florida and then submitted to the ENGINEER for approval. The CONTRACTOR shall accurately record the locations and elevations of the pipe work and existing utilities and structures encountered during construction as well as all improvements related to this project.

The basis of payment for **Mobilization/Permits** shall be bid as a **LUMP SUM** and paid proportionate with contract time.

101-1B Geotechnical and Materials Testing:

The contractor shall provide geotechnical testing as required for the project to include, but not be limited to, concrete, subgrade, base, asphalt, and densities in accordance with the contract documents, plans, specifications, and details. Invoices for passing tests will be submitted to the City. Failing tests will be paid for by the contractor.

The basis of payment for **Geotechnical and Materials Testing** shall be bid as a **LUMP SUM** and paid proportionate with contract time.

102-1A Maintenance of Traffic:

The bid price for this item shall include, but not be limited to, the requirements of Section 102 Maintenance of Traffic of the Standard Specifications. The maintenance of traffic for this project shall be in accordance with the applicable FDOT index numbers (600 Series) and these documents: The Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation, and FHWA. These documents shall be followed in the design, application, installation, maintenance, and removal. It shall include, but not be limited to all traffic control devices, warning devices, barriers, temporary reflective markers, temporary pavement markings, and all other items necessary to protect the public and workmen from hazards within the project limits. CONTRACTOR shall coordinate any type of traffic restrictions with the City of Fort Pierce Engineering Department.

The CONTRACTOR shall notify the appropriate agencies of any road restrictions at least two (2) weeks prior to actual implementation. The CONTRACTOR shall provide access to driveways at all times.

At the Pre-Construction Meeting, the CONTRACTOR shall submit a Sequence of Construction Plan detailing Maintenance of Traffic Plans depicting the necessary traffic control devices for the specified detour route.

The basis of payment for **Maintenance of Traffic** shall be bid as a **LUMP SUM** and paid proportionate with contract time.

104-1A Erosion and Sediment Prevention Devices:

The CONTRACTOR shall be required to provide Erosion and Sediment Prevention Devices in accordance with Section 104 Prevention, Control, and Abatement of Erosion and Water Pollution of the Standard Specifications and the Florida Erosion Sediment Control Manual. The unit cost shall include, but not be limited to the required manpower, equipment, materials, maintenance, and any other items related to NPDES permits. Refer to the manual for examples of appropriate and inappropriate use of materials. Also included in this item is any maintenance or replacement of the devices for the duration of the project.

The CONTRACTOR is responsible to provide an NPDES Permit, if required, and all subsequent reports associated with the permit.

The basis of payment for **Erosion and Sediment Prevention Devices** shall be paid per **LUMP SUM** and paid proportionate with contract time.

110-4A Removal of Existing Concrete:

The bid price for this item shall be in compliance with Section 110 Clearing and Grubbing of the Standard Specifications. This work primarily consists of removing existing concrete and asphalt paver crosswalks but may also include clearing and grubbing work for placement of new sidewalk and driveways.

The basis of payment for **Removal of Existing Concrete** shall be paid per **SQUARE YARD**.

160-4 Type B Stabilization, (12" Thick):

The bid price for this item shall be in accordance with Section 160 Stabilizing of the Standard Specifications.

The basis of payment for **Type B Stabilization, (12" Thick)** shall be paid per **SQUARE YARD**.

285-701 Optional Base, Base Group 01 (LBR 100):

The bid price for this item shall be in accordance with the plans and Section 285 Optional Base Course of the Standard Specifications.

The basis of payment for **Optional Base, Base Group 01 (LBR 100)** shall be paid per **SQUARE YARD**.

285-706 Optional Base, Base Group 06 (LBR 100):

The bid price for this item shall be in accordance with the plans and Section 285 Optional Base Course of the Standard Specifications.

The basis of payment for **Optional Base, Base Group 06 (LBR 100)** shall be paid per **SQUARE YARD**.

327-70-12 Milling Existing Asphalt Pavement, 1¼" Avg Depth:

The bid price for this item shall be in accordance with the plans and Section 327 Milling of Existing Asphalt Pavement of the Standard Specifications.

The basis of payment for **Milling Existing Asphalt Pavement, 1¼" Depth** shall be paid per **SQUARE YARD**.

334-4-13 Superpave Asphaltic Concrete Traffic C (Overlay):

The bid price for this item shall be in accordance with Section 334 of Exhibit F – Required LAP Specifications.

The basis of payment for **Superpave Asphaltic Concrete Traffic C (Overlay)** shall be paid in **TONS**.

425-1-201 Inlets, Curb, Type 9, <10':

The bid price for this item shall be in accordance with Section 425 Inlets, Manholes, and Junction Boxes of the Standard Specifications.

The basis of payment for **Inlets, Curb, Type 9, <10'** shall be paid per **EACH**.

520-1-10 Concrete Curb and Gutter, Type F:

The bid price for this item shall be in accordance with Section 520 Concrete Gutter, Curb Elements and Traffic Separator of the Standard Specifications and Section 344 of Exhibit F – Required LAP Specifications.

The basis of payment for **Concrete Curb and Gutter Type F** shall be paid in **LINEAR FEET**.

522-1 Concrete Sidewalk and Driveways 4" Thick:

The bid price for this item shall be in accordance with Section 522 Concrete Sidewalk and Driveways of the Standard Specifications and Section 344 of Exhibit F – Required LAP Specifications.

The basis of payment for **Concrete Sidewalk and Driveways 4" Thick** shall be paid in **SQUARE YARDS.**

522-2 Concrete Sidewalk and Driveways 6" Thick:

The bid price for this item shall be in accordance with Section 522 Concrete Sidewalk and Driveways of the Standard Specifications and Section 344 of Exhibit F – Required LAP Specifications..

The basis of payment for **Concrete Sidewalk and Driveways 6" Thick** shall be paid in **SQUARE YARDS.**

526-1-2 Pavers, Architectural, Sidewalk:

The bid price for this item shall be in accordance with Section 526 Architectural Pavers of the Standard Specifications.

The basis of payment for **Architectural Pavers** shall be paid in **SQUARE FEET.**

527-2 Detectable Warnings:

The bid price for this item shall be in accordance with Section 527 Detectable Warnings of the Standard Specifications.

The basis of payment for **Detectable Warnings** shall be paid in **SQUARE FEET.**

660-4-12 Vehicle Detection System – Video, F&I Above Ground System:

The bid price for this item shall be in accordance with Section 660 Vehicle Detection System of the Standard Specifications, the attached Exhibit G Video Detection Specifications, FDOT APL 660-015-037, or approved equal.

The basis of payment for **Vehicle Detection System – Video, F&I Above Ground System** shall be paid in **EACH.**

700-1-11 Single Post Sign, F&I, Ground Mount, Up to 12 SF:

The bid price for this item shall be in accordance with Section 700 Highway Signing of the Standard Specifications.

The basis of payment for **Single Post Sign, F&I, Ground Mount, Up to 12 SF** shall be paid per **EACH.**

700-1-60 Single Post Sign, Remove:

The bid price for this item shall be in accordance with Section 700 Highway Signing of the Standard Specifications.

The basis of payment for **Single Post Sign, Remove** shall be paid per **EACH.**

700-4-125A Neighborhood Overhead Sign Structure, F&I, Span (51-100 FT):

The bid price for this item shall be in accordance with Section 700 Highway Signing of the Standard Specifications, the plans, and Exhibit H Overhead Sign Structure.

The basis of payment for **Overhead Static Sign Structure, F&I, Span (51-100 FT)** shall be paid per **EACH.**

706-1-3 Raised Pavement Marker, Type B:

The bid price for this item shall be in accordance with Section 706 Raised Pavement Markers and Marker Adhesive of the Standard Specifications

The basis of payment for **Raised Pavement Marker, Type B** shall be paid per **EACH.**

711-11-123 Thermoplastic, Standard, White, Solid 12" (Crosswalks):

The bid price for this item shall be in accordance with Section 711 Thermoplastic Pavement Markings of the Standard Specifications

The basis of payment for **Thermoplastic, Standard, White, Solid 12" (Crosswalks)** shall be paid in **LINEAR FEET.**

711-11-125 Thermoplastic, Standard, White, Solid 24" (Stop Line):

The bid price for this item shall be in accordance with Section 711 Thermoplastic Pavement Markings of the Standard Specifications

The basis of payment for **Thermoplastic, Standard, White, Solid 24" (Stop Line)** shall be paid in **LINEAR FEET.**

711-11-170 Thermoplastic, Standard, White, Arrow:

The bid price for this item shall be in accordance with Section 711 Thermoplastic Pavement Markings of the Standard Specifications

The basis of payment for **Thermoplastic, Standard, White, Arrow** shall be paid per **EACH.**

711-11-180 Thermoplastic, Standard, White, Yield Line:

The bid price for this item shall be in accordance with Section 711 Thermoplastic Pavement Markings of the Standard Specifications

The basis of payment for **Thermoplastic, Standard, White, Yield Line** shall be paid in **LINEAR FEET.**

711-15-101 Thermoplastic, Standard, White, Solid 6" Longitudinal Lines:

The bid price for this item shall be in accordance with Section 711 Thermoplastic Pavement Markings of the Standard Specifications

The basis of payment for **Thermoplastic, Standard, White, Solid 6" Longitudinal Lines** shall be paid in **LINEAR FEET.**

711-15-131 Thermoplastic, Standard, White, Skip 6" 10-30 Skip:

The bid price for this item shall be in accordance with Section 711 Thermoplastic Pavement Markings of the Standard Specifications

The basis of payment for **Thermoplastic, Standard, White, Skip 6" 10-30 Skip** shall be paid in **LINEAR FEET.**

711-15-201 Thermoplastic, Standard, Yello, Solid 6" Longitudinal Lines:

The bid price for this item shall be in accordance with Section 711 Thermoplastic Pavement Markings of the Standard Specifications

The basis of payment for **Thermoplastic, Standard, Yellow, Solid 6" Longitudinal Lines** shall be paid in **LINEAR FEET.**

END OF SECTION

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THE CITY OF FORT PIERCE
AVENUE D RESURFACING (N 29TH STREET TO US 1)
BID FORM

NAME OF BIDDER: _____

MAILING ADDRESS: _____

STREET ADDRESS: _____(Zip Code)

PHONE NUMBER: _____

To the: City of Fort Pierce

Pursuant to and in compliance with your notice inviting sealed proposals (Call for Bids), Instructions to Bidders, and the other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the contract, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work, all in strict conformity with the plans and/or details, specifications and other related Contract Documents included herein.

The undersigned Bidder acknowledges receipt of the following Addenda, which have been considered in preparation of this Bid:

No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

The undersigned Bidder agrees that the Work shall be achieve final construction within 180 calendar days according to the schedule and the Notice to Proceed set forth in these Documents.

The undersigned Bidder further agrees to pay liquidated damages as described herein and engineering and field inspection expenses, due to overtime work and avoidable delays, which shall be in addition to such other amounts for actual delay damages.

Bidder has stated all prices in numerals in accordance with Section 11.2 of the Instruction to Bidders in the blank space(s) provided for that purpose. Bidder has completed all portions of the Bid to avoid disqualification.

The undersigned, as Bidder, declares that the Bid is made in good faith; that this proposal is made without collusion with any person, firm, or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute a contract with the City in the form set forth in the Contract Documents;

that he will furnish the Contract Security Insurance Certificates; that he is aware that failure to properly comply with the requirements set out in the INSTRUCTIONS TO BIDDERS and elsewhere in the Contract Documents may result in a finding that the Bidder is non- responsive and a forfeiture of the Bid Security.

The undersigned Bidder agrees to furnish the required bonds and insurance and to enter into a contract within 10 days after receipt of Notice of Award and further agrees to complete the Work within the time period specified in the Notices to Proceed for each individual project.

The undersigned declares that he has had prior experiences in the type of Work required and has the necessary finances, personnel, working organization, and equipment available to execute the proposed Work.

Bids shall only be considered from those Bidders who have obtained these Contract Documents directly from the City either electronically or from Demand Star.

LIST OF MAJOR SUBCONTRACTORS

1. If awarded a contract as a result of this Bid, the major subcontractors used in the prosecution of the Work will be those listed below, and

2. The following list includes all subcontractors who will perform Work, and

3. The Bidder represents that the subcontractors listed below are financially responsible and are qualified to do the Work required, and

4. 50% of Work must be done by the General Contractor's entity.

5. If no major subcontractors are to be used, so state on this form

Work to be Done	Name of Subcontractor	Address

Notice to Proceed shall be issued by the City with the specified Work to be completed as described in Section 8 of the General Conditions, within the number of days stated when each Project Contract Time begins to run as specified in the Notice to Proceed.

Work shall be completed, ready for final payment in accordance with Section 8 and 9 of the General Conditions.

Time is of the essence of this Contract and Contractor recognizes that the City will suffer financial loss if the Work, or portions authorized, is not completed within the number of days stated above. Accordingly, Contractor agrees to pay City the liquidated damages stated in the Agreement for each day after the time specified above that the Work is not complete in accordance with Sections 8 and 9 of the General Conditions and with the Agreement.

These liquidated damages are cumulative and additive and represent a reasonable estimate of City's expenses for extended delays. Furthermore, Contractor agrees to pay City expenses for inspection, engineering services, and administrative costs associated with such delay.

In addition to these amounts, there may be additional other amounts for delay damages incurred by City as a result of delays by Contractor. These actual delay damages will include, but not be limited to, delay damage settlements or awards, penalties, and professional fees incurred in connection with such settlements, awards, or penalties and fines imposed by regulatory agencies, contract damages, and loss of use.

ACCOMPANYING THIS PROPOSAL IS _____
(Insert the word(s) "cashier's check," "bidder's bond," "certified check," or other security as provided by law, as the case may be), in an amount equal to at least 10% of the total amount of the bid, payable to the CITY OF FORT PIERCE the undersigned deposits above-named security as a proposal guarantee and agrees that it shall be forfeited to the City as liquidated damages in case this proposal is accepted by the City and the undersigned fails to execute a contract with the City as specified in the Contract Documents, accompanied by the required payment and faithful performance bonds, with sureties satisfactory to the City, and accompanied by the required certificates of insurance coverage and endorsements. Should the City be required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay City reasonable attorneys' fees and costs (including attorneys' fees and costs on appeals), incurred with or without suit.

The Work shall be performed under a State of Florida Contractor's License. Contract shall not be awarded unless proof of valid license(s) is provided, and license shall be appropriate for the nature of the Work.

The Bidder certifies that the following documents are included in the Bid and are complete:

1. Bid form, list of Addenda received, and authorized signatures.

2. Bid Bond with Power of Attorney attached.

3. Affidavit of Non-Collusion.

4. Trench Safety Act Form.

The Bidder further certifies that he will submit within ten (10) days of notification of the Apparent Successful Bidder:

1. List of Major Subcontractors
2. Payment Bond
3. Performance Bond
4. Agreement
5. Certificates of Insurance

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth below, together with signature(s) of the officer or officers authorized to sign contracts on behalf of the corporation and corporate seal; if bidder is a partnership, the true name of the firm shall be set forth below with the signature(s) of the partner or partners authorized to sign contracts in behalf of the partnership; and if the bidder is an individual, his signature shall be placed below.

Bidder: _____
(Type or Print)

By: _____

Name: _____

Title: _____

Date: _____

(Corporate Seal)

Attest
If Corporation

By: _____
(Signature)

Name: _____

Title: _____

Witnesses: _____
(Signature)

(If partnership
Or individual)_____
(Signature)

Contractor's License (State, Number, Expiration Date, Type of License)

_____

END OF SECTION

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ _____, as Principal, and _____ _____, as Surety, are held and firmly bound unto the City of Fort Pierce, hereinafter called the City, in the penal sum of _____ Dollars ($_____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. The Bid Bond amount shall be ten (10%) percent of the Base Bid amount as entered on the Bid Form.

The condition of this obligation is such that whereas the principal has submitted the accompanying bid dated _____ 2025, for the **AVENUE D RESURFACING (N 29TH STREET TO US 1)**

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period of time set forth in the Contract Documents, and shall within ten (10) calendar days after receipt of the Notice of Award enter into a written contract with the City in accordance with the bid as accepted, and if the Principal shall give the required bonds with good and sufficient sureties for the faithful performance and proper fulfillment of such contract and for the protection of subcontractors, laborers and material men, and if the Principal has provided the required evidence of insurance as set forth in the Contract Documents and complied with the Florida Department of Environmental Protection certifications and requirements, and all other contract provisions, or in the event of withdrawal of said bid within the periods specified, or the failure to enter into said contract, or failure to comply with FDEP requirements, or otherwise, if the Principal shall within sixty (60) days after request by the City to pay to the City the difference between the amount specified in said bid and the amount for which the City may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

It is further agreed that if the City is required to utilize legal counsel to recover on this bond, it may also recover its costs relating thereto, including a reasonable amount for attorneys' fees and costs, including attorneys' fees and costs in appellate proceedings.

(SEE NEXT PAGE FOR SIGNATURES)

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this _____ day of _____, 2025, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESSES
(if individual
or partnership)

_____

_____

PRINCIPAL

_____

By: _____
(Signature)

Name: _____

Title: _____

ATTEST (if corporation)

By: _____
(Signature)

Name: _____

Title: _____
(Corporate Seal)

SURETY

_____

By: _____
(Signature)

Name: _____

Title: _____

(Surety Seal)

Attach a certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Bid Bond on behalf of Surety.

Any Claims under this bond may be addressed to:

Name of Surety _____

Mailing Address _____

Street Address _____

Name and Mailing and Street _____

Address of Agent or _____

Representative in Florida _____

(if different than above) _____

_____

_____

_____

Telephone Number of Surety _____

and Agent or Representative _____

in Florida _____

END OF SECTION

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

_____
(Corporation, Partnership, or Individual)

HEREINAFTER called Principal, and _____
(Name of Surety)

_____
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto:
City of Fort Pierce
(Name of Owner)

100 North U.S. Highway 1, Fort Pierce, Florida 34950
(Address of Owner)

Hereinafter called OWNER, in the penal sum of _____

_____Dollars, ($_____),

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 2025, a copy of which is hereto attached and made a part hereof, **to furnish Avenue D Resurfacing (N 29th Street to US 1) Bid No. 2025-024.** (Date to be filled in by Owner.)

This Bond is being entered into to satisfy the requirements of Section 255.05, Florida Statutes, as the same may be amended. The Surety shall be bound by any and all arbitration awards to the same extent as Contractor is bound.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs its duties, all the covenants, terms, conditions, and Agreements of said Contract and remedies without cost to City any defects which may develop during a period of one (1) year from the date of the issuance of the final certificate of completion of each portion of the Work performed under said Agreement, and

2. Pays Owner all losses, damages (liquidated or actual), expenses, costs and attorneys'

fees including costs and attorneys' fees on appeal that Owner sustains resulting directly or indirectly from any breach or default by Principal under the Contract, and

3. Satisfies all claims and demands incurred under the Contract, and fully indemnifies and holds harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, then this bond is void; otherwise, it shall remain in full force and effect.

In the event that the Principal shall fail to perform any of the terms, covenants, and conditions of the Contract during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Owner for all such loss or damage (including reasonable attorneys' fees and costs and attorneys' fees on appeal) resulting from any failure to perform up to the amount of the Penal Sum.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the Owner harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon Owner's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding.

Any changes in or under the Contract Documents (which include the Plans, Drawings, and Specifications), and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligations under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Contract Documents.

IN WITNESS WHEREOF, this instrument executed in _____
(Number)

counterparts, each of which shall be deemed an original, this _____day of_____, 2025.

ATTEST: _____
Principal

_____ By _____

(Principal) Secretary

Name _____ Name _____
(Type) (Type)

(Corporate Seal) Title _____

_____

(Address)

_____
Witness as to Principal

_____
Witness as to Principal

_____
Surety

By _____ By _____
(Surety) Secretary Attorney-in-Fact

Name _____ Name _____
(Type) (Type)

_____
(Corporate Seal) (Address)

_____ _____
Witness as to Surety Witness as to Surety

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located, unless otherwise specifically approved in writing by City.

ATTACH: A certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

(The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.)

END OF SECTION

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a_____
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and _____
(Name of Surety)

_____
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto

City of Fort Pierce
(Name of Owner)

100 North U.S. Highway 1, Fort Pierce, Florida 34950
(Address of Owner)

Hereinafter called Owner, in the penal sum of _____

_____ Dollars, ($_____), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the ___ day of _____, 4 **(**Date to be filled in by Owner) a copy of which is hereto attached and made a part hereof, **Avenue D Resurfacing (N 29th Street to US 1), Bid No. 2025-024**

The Surety shall be bound by any and all arbitration awards to the same extent as Contractor is bound. All dates to be filled in by Owner.

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. This bond is furnished for the sole purpose of complying with the requirements of Section 255.05, Florida Statutes, as the same may be amended.

2. It is a specific condition of this bond that a claimant's right of action on the bond is limited to the provisions of Section 255.05, Florida Statutes, including, but not limited to, the one-year time limitation within which suits may be brought.

Therefore, a claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, material, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish the Contractor with a notice that he intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for his labor, materials or supplies shall, within ninety (90) days after performance of the labor or completion of delivery of the materials or supplies, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials or supplies may be instituted against the Contractor or the Surety unless both notices have been given. No action shall be instituted against the Contractor or the Surety on the bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

3. The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of such proceeding.

4. Any changes in or under the Contract Documents (which include the Plans, Drawings, and Specifications) and compliance or noncompliance with any formalities connected with the Contract or the changes therein, shall not affect Surety's obligations under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Contract Documents.

IN WITNESS WHEREOF, this instrument executed in _____(Number) counterparts, each of which shall be deemed an original, this ____day of _____, 2025.

ATTEST: Principal

(Principal) Secretary By

Name _____ Name _____
(Type) (Type)

Title _____

(Corporate Seal)

_____
(Address)

_____
Witness as to Principal

_____
Witness as to Principal

ATTEST:

_____
(Surety) Secretary

_____
Surety

By _____
Attorney-in-Fact

Name _____
(Type)

Name _____
(Type)

(Corporate Seal)

_____
(Address)

_____
Witness as to Surety

_____
Witness as to Surety

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located, unless otherwise specifically approved in writing by City.

ATTACH: A certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

(The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.)

END OF SECTION

NOTICE OF AWARD

Date: _____

To: _____

Bid Proposal: **Avenue D Resurfacing (N 29th Street to US 1)**

Date of Bid Opening: **3:00 PM, Tuesday, May 20, 2025**

Award Amount: **Not to Exceed $**_____

You are hereby notified that you are the Lowest and Best Bidder on the Bid Proposal noted above. Upon compliance with the conditions precedent to be fulfilled by you within the time specified, the Agreement will be executed and delivered to you. Enclosed are the following:

Item
Notice of Award
Agreement between City and Contractor
Performance Bond
Payment Bond

Please take the following actions:

1. Execute Agreement and Notice of Award.

2. Have your insurance company complete bond forms and attach notarized Acknowledgment of Authorized Representative.

3. Have your insurance company complete Certificates of Insurance and Endorsements.

4. Form CG 20 10: Please provide a copy of the actual endorsement issued to the policy, Form CG 20 10, which affords the required additional insured coverage. Please return all documents with acceptance of award.

5. Return two (2) copies of documents enclosed within fifteen (15) days after receipt to:

Mailing Address:	**Delivery Address:**
Director of Procurement	Director of Procurement
CITY OF FORT PIERCE	CITY OF FORT PIERCE
100 North U.S. #1	100 North U.S. #1
Fort Pierce, FL 34950	Fort Pierce, FL 34950

The contract documents must be signed by one of the officers registered with the State of Florida on the attached list; if not on list, provide a letter or copy of corporate resolution authorizing the individual to sign contract documents on behalf of the corporation.

We will return a fully executed copy of the Contract Documents and the Notice to Proceed at the Pre-Construction Conference.

OWNER: **BY:**_____
Gelencia Carter, Purchasing Manager

CITY OF FORT PIERCE
100 North U.S. Highway 1
Fort Pierce, Florida 34950 **Date:**_____

ACKNOWLEDGE RECEIPT OF NOTICE:

CONTRACTOR: **BY:**_____

_____ _____
(Title)

Date:_____

END OF SECTION

NOTICE TO PROCEED

Date: _____

To: _____

_____ **Contractor.**

Project: Avenue D Resurfacing (N 29th Street to US 1)

Bid No: 2025-024

Cost of Project based on Unit Prices by Agreement: $_____

You are hereby notified to proceed with the Work on the subject Project on or before _____, 2025 and to obtain Substantial completion within 150 calendar days and Final completion within 180 calendar days. Find attached four (4) sets of the subject project drawings.

The completion date for **this project** work shall be**: _____, 2025.**

OWNER:

CITY OF FT. PIERCE, FLORIDA
100 NORTH U.S. HIGHWAY 1
FT. PIERCE, FL 34950

BY:

_____
City's Project Manager

ACKNOWLEDGE RECEIPT OF NOTICE

By: _____ _____
Contractor Date

END OF SECTION

CHANGE ORDER FORM

CITY OF FORT PIERCE

PROJECT: **Avenue D Resurfacing (N 29th Street to US 1)**

DATE: _____ CONTRACTOR: _____

OWNER: CITY OF FORT PIERCE AGREEMENT DATE: _____

CHANGE ORDER REQUESTED BY: City _____ Contractor _____

THE FOLLOWING CHANGES ARE MADE TO THE CONTRACT DOCUMENTS:

CONTRACT AMOUNT AND CONTRACT TIME:

Original CONTRACT AWARD AMOUNT $ _____

Current CONTRACT AMOUNT ADJUSTED by Previous CHANGE ORDER(S) $ _____

Net (Increase) (Decrease) of CONTRACT AMOUNT resulting from this CHANGE ORDER $ _____

Current CONTRACT AMOUNT Including this CHANGE ORDER $ _____

ORIGINAL CONTRACT TIME _____ Calendar Days

Current CONTRACT TIME ADJUSTED by Previous CHANGE ORDER _____ Calendar Days

Net (Increase) (Decrease) Resulting from this CHANGE ORDER _____ Calendar Days

Current CONTRACT COMPLETION DATE including this CHANGE ORDER _____

(Change Order No._____, Page 1 of 2)

CHANGES ORDERED:

I. GENERAL: This CHANGE ORDER is necessary to cover changes in the Work to be performed under the Contract Documents. General Conditions, Supplementary Conditions as applicable, Specifications, and all parts listed in Article 1, Definitions, of the General Conditions, apply to and govern all Work under this CHANGE ORDER.

II. REQUIRED CHANGES:

_____

_____

III. JUSTIFICATION:

_____

_____

IV. PAYMENT:

Payment for the above listed items shall be made according to the Agreement.

V. APPROVAL AND CHANGE AUTHORIZATION:

Acknowledgments: The aforementioned change(s), and work affected thereby, is subject to all provisions of the original Agreement not specifically changed by this Change Order; and it is expressly understood and agreed that the approval of this Change Order shall have no effect on the original Agreement other than matters expressly provided herein.

RECOMMENDED BY:

_____

By:_____
Signature

Date:_____

ACCEPTED BY:

Contractor: _____

By:_____
Signature

Name:_____

Date:_____

APPROVED BY: City of Ft. Pierce

By:_____
Signature & Title

Date:_____

END OF CHANGE ORDER

APPLICATION FOR PAYMENT

Application for payment forms will be issued at the Pre-construction Conference.

END OF SECTION

CERTIFICATE OF OWNER'S ATTORNEY

PROJECT: _____

_____

I, the undersigned, _____
(Name of Attorney)

the duly authorized and acting legal representative of_____

_____,do hereby certify as follows:
(Owner)

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

_____ _____
Attorney

_____
Date

END OF SECTION

BIDDER'S QUALIFICATIONS QUESTIONNAIRE

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires. Qualifications Questionnaire must be submitted with the Proposal.

1. Name of Bidder.

2. Permanent Main Office address.

3. When organized?

4. If a corporation, where incorporated?

5. How many years have you been engaged in construction under this present firm or trade name?

6. Contracts on hand: (Schedule of these, showing gross amount of each contract and the appropriate anticipated dates of completion.)

7. General character of work performed by you.

8. Have you ever failed to complete any work awarded to you? If so, where and why?

9. Have you ever defaulted on a contract? If so, where and why?

10. List the more important contracts recently completed by you, stating approximate gross costs of each and the month and year completed. Include the name and telephone number of contact in company for which you provided work.

11. List your major equipment available for this contract.

12. Experience in general construction work similar in scope to this project. (If additional space is needed or required, it may be attached to this sheet.)

13. Background and experience of the principal members of your company, including the officers.

14. Give bank reference.

15. You will furnish a detailed financial statement and, upon request, any other information that may be required by the City of Fort Pierce.

16. The Undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Fort Pierce in the County of St. Lucie in verification of the recitals comprising this Bidder's Qualifications Questionnaire.

Dated at _____this _____day of _____2025

Contractor:

_____

By_____

_____
(Name & Title)

County of _____

State of _____

_____, being duly sworn, deposes and says that he is _____ of _____, and that the answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed and sworn to before me this _____day of _____, 2025.

_____
Notary Public

My Commission Expires:

_____ (Seal)

END OF SECTION

NON-COLLUSION AFFIDAVIT

STATE OF_____

COUNTY OF _____

_____, being first duly sworn, deposes and says:

That he/she is _____
(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

_____
(Firm Name)

By: _____

Title:_____

Subscribed and sworn to before me this _____

day of _____, 2025

_____
Notary Public

My Commission expires: (Seal)

_____

END OF SECTION

PUBLIC ENTITY CRIMES AFFIDAVIT

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid No. 2025-024 Avenue D Resurfacing (N 29th Street to US 1).

2. This sworn statement is submitted by _____ _____(name of entity submitting sworn statement) whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is_____ _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. My name is _____my relationship to the entity (please print name of individual signing) named above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   1. A predecessor or successor of a person convicted of a public entity crime: or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The

term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima tacie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement.
(Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list.
(Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate has not been placed on the convicted vendor list.
(Please describe any action taken by or pending with the Department of General Services.)

Signature: _____

Date: _____

STATE OF_____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this _____ day of _____, 2025.

NOTARY PUBLIC SEAL:

My commission expires:_____

END OF SECTION

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors, exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE: _____ , 2025

Official Address
(Including Zip Code):

By:_____

_____

_____
(Title)

_____

END OF SECTION

TRENCH SAFETY ACT COMPLIANCE STATEMENT
BID NO. 2025-024

Instructions:

Chapter 90-96 of the Laws of Florida requires all contractors engaged by the City of Fort Pierce to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective contractors are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

Certification:

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:

   _____ Dollars
   (Written)

   _____
   (Figures)

3. The amount listed above has been included within the Base Bid.

   Certified: _____
   (Company-Contractor)
   By: _____
   (President's Signature)

   _____
   (President's Typed or Printed Name)

Notarization:

Sworn to and subscribed before me in _____ County, Florida

on the _____ day of _____, 4

Notary Public: _____ (affix seal) My Commission Expires: _____

END OF SECTION

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace thorough implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____
Proposer's Signature

_____
Date

END OF SECTION

BID RESPONSE FORM
AVENUE D RESURFACING (N 29TH STREET TO US 1)
(May 20, 2025)

Item No	Description	Unit	QTY	Unit Price	Amount
101-1A	Mobilization/Permits	LS	1		
101-1B	Geotechnical and Materials Testing	LS	1		
102-1A	Maintenance of Traffic	LS	1		
104-1A	Erosion and Sediment Prevention Devices	LS	1		
110-4A	Removal of Existing Concrete	SY	5,795		
160-4	Type B Stabilization (12" Thick)	SY	3,100		
285-701	Optional Base, Base Group 01 (LBR 100)	SY	650		
285-706	Optional Base, Base Group 06 (LBR 100)	SY	1,985		
327-70-12	Milling Exist Asphalt Pavement, 1 1/4" Avg Depth	SY	32,750		
334-1-13	Superpave Asphaltic Concrete Traffic C (Overlay)	TN	2,200		
425-1-201	Inlets, Curb, Type 9, <10'	EA	2		
520-1-10	Concrete Curb and Gutter, Type F	LF	3,900		
522-1	Concrete Sidewalk and Driveways 4" Thick	SY	4,050		
522-2	Concrete Sidewalk and Driveways 6" Thick	SY	650		
526-1-2	Pavers, Architectural, Sidewalk	SF	17,096		
527-2	Detectable Warnings	SF	1,850		
660-4-12	Vehicle Detection System - Video, F&I Above Ground System	EA	4		
700-1-11	Single Post Sign, F&I, Ground Mount, Up to 12 SF	EA	24		
700-1-60	Single Post Sign, Remove	EA	24		
706-1-3	Raised Pavement Marker, Type B	EA	380		
700-4-125A	Overhead Static Sign Structure, F&I, Span (51-100 FT)	EA	1		
711-11-123	Thermoplastic, Standard, White, Solid 12" (Crosswalks)	LF			
711-11-125	Thermoplastic, Standard, White, Solid 24" (Stop Line)	LF	810		
711-11-170	Thermoplastic, Standard, White, Arrow	EA	24		
711-11-180	Thermoplastic, Standard, White, Yield Line	LF	60		
711-15-101	Thermoplastic, Standard, White, Solid 6" Longitudinal Lines	LF			
711-15-131	Thermoplastic, Standard, White, Skip 6" 10-30 Skip	LF			
711-15-201	Thermoplastic, Standard, Yellow, Solid 6" Longitudinal Lines	LF			
SUB TOTAL OF ITEMS					
10% CONTINGENCY					
TOTAL FINAL BID					

SUBSTITUTION SHEET
FORT PIERCE, FLORIDA

PROJECT TITLE: AVENUE D RESURFACING (N 29TH STREET TO US 1)

BID NO. 2025-024

SUBSTITUTION SHEET

DESCRIPTION OR BID ITEM NO.	MAKE SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
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			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$

CONTRACTOR VERIFICATION FORM

FORT PIERCE, FLORIDA
SEALED BID NO. 2025-024

PROJECT TITLE: AVENUE D RESURFACING (N 29TH STREET TO US 1)

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of firm: _____

Corporate Title: _____

Address: _____

_____
(Zip Code)

By: _____
(Print name) (Print title)

_____
(Authorized Signature)

Telephone: ( ) _____

Fax: ( ) _____

State License # _____ (**ATTACH COPY)**

County License # _____ (**ATTACH COPY**)

City License: (**ATTACH PROOF OF REGISTRATION WITH THE CITY)**

Type of License: _____

Unlimited _____(yes/no)

If "NO", Limited to what trade? _____

END OF SECTION

LIST OF REFERENCES

FORT PIERCE/ST. LUCIE COUNTY, FLORIDA

PROJECT TITLE: AVENUE D RESURFACING (N 29TH STREET TO US 1)
BID NO. 2025-024

OWNER'S NAME/ADDRESS	PROJECT	CONTACT PERSON	TELEPHONE NUMBER

END OF SECTION

E-VERIFY

FORT PIERCE, FLORIDA

PROJECT: AVENUE D RESURFACING (N 29TH STREET TO US 1)

Bid No.: 2025-024

Project Description: Resurfacing Avenue D from N 29th Street to US 1

Vendor/Consultant acknowledges and agrees to the following:

1. Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Consultant during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to this contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

END OF SECTION

LAP CERTIFICATION OF CURRENT CAPACITY

CONFIDENTIAL per Ch 337.14(1) F.S.

For bids to be received on _____
(Letting Date)

Fill in your FDOT Vendor Number
VF _ _ _ _ _ _ _ _ _ _ _ _ _ _
(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on
the "Status of Contracts on Hand" report (page 2) $ _____

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.

2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.

3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

_____
NAME OF FIRM

Sworn to and subscribed this _____ day
of _____, 20 _____

By: _____
_____
Title

STATUS OF CONTRACTS ON HAND

(Furnish complete information about all your contracts, whether prime or subcontracts; whether in progress or awarded, but not yet begun; and regardless of whom contracted with.)

1	2	3	4	5	6
PROJECTS OWNER, LOCATION AND DESCRIPTION	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY YOU	
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR
NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest $100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.			TOTALS	$0.00	$0.00
			TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)	$0.00	

DBE Utilization

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 10.67% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information.

DBE Reporting

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

Bid Opportunity List

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBEs.**

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is: https://www.fdot.gov/equalopportunity/eoc.shtm.

DBE/AA Plans

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the "___" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chairperson in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: **eeoforms@dot.state.fl.us.**

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
02/16

Is this form applicable to your firm?
YES ☐ NO ☐
If *no*, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application b. initial award c. post-award	**3. Report Type:** a. initial filing b. material change **For Material Change Only:** Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, *if known*: _____ _____ _____ Congressional District, *if known*: 4c _____		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, *if known*: _____
6. Federal Department/Agency: _____ _____		**7. Federal Program Name/Description:** _____ _____ CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*: _____		**9. Award Amount,** *if known*: $ _____
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*): _____ _____ _____		**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*): _____ _____ _____
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS

(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:
(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)
a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT "E"
GENERAL CONDITIONS

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SECTION 1 - CONTRACT DOCUMENTS

1.1 DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Owner-Contractor Agreement, including Invitation for Bid, Instruction to Bidders, Contractor's Bid (including documentation accompanying the Bid and any documentation submitted prior to the Notice of Award), Performance Bond, Payment Bond, Bid Bond, Insurance Certificates and Endorsements, and copies of policies, Notice of Award, Notice to Proceed, these General Conditions, Special Supplemental Conditions, and any Modifications. A Modification is:(1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a written interpretation issued by the City Engineer pursuant to Subparagraph 2.2.8, or (4) a written order for a minor change in the Work for each project issued by the City Engineer pursuant to Paragraph 12.3.

1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner and any Subcontractor or Sub-subcontractor.

1.1.3 THE WORK

The Work comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part.

1.1.5 ADDENDA

Written or graphic instruments issued prior to the Award of the Contract which modify or interpret the Contract Documents by additions, deletions, corrections, or clarifications.

1.1.6 ACCEPTANCE, FINAL ACCEPTANCE

The formal action by the City accepting the Work as being complete, after certification by the City Engineer of final completion.

1.1.7 AGREEMENT

The written agreement between the City and the Contractor covering the Work to be performed also designated as the Contract.

1.1.8 APPARENT LOWEST AND BEST BIDDER

The Bidder submitting the lowest and best Bid at the Bid Opening without correction of numerical discrepancies or determination of responsiveness and responsibility.

1.1.9 APPLICATION FOR PAYMENT

The form furnished in the Contract Documents which is to be used by the Contractor in requesting progress payments and an affidavit of the Contractor that progress payments theretofore received from City on account of the Work have been applied by the Contractor to discharge in full all of the Contractor's obligations stated in prior Applications of Payment. The application includes such supporting documentation as required by the Contract Documents.

1.1.10 BID

The offer or proposal of the Bidder submitted in the prescribed manner on the prescribed forms to perform the contemplated Work in accordance with the Contract Documents.

1.1.11 BIDDER

Any individual, partnership, corporation, joint venture, or other legal entity or combination thereof submitting a Bid for the Work, acting directly or through an authorized representative.

1.1.12 BONDS

Instruments of security furnished by the Contractor and his surety in accordance with the Contract Documents including Bid, Performance, and Payment Bonds.

1.1.13 CHANGE ORDER

A written order to the Contractor, approved by the City, complying with the change order procedure established in the Contract Documents, authorizing an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or Contract Time, or both.

1.1.14 CITY

The City of Fort Pierce: The Owner.

1.1.15 CONTRACT PRICE/AMOUNT
The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

1.1.16 DAY

A calendar day of 24 hours lasting from midnight one day to midnight the next day.

1.1.17 DEFECTIVE

An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, test, or approval referred to in the Contract Documents, or has been damaged prior to Final Payment.

1.1.18 DRAWINGS, PLANS

The drawings, plans, or reproductions thereof, which show location, character, dimensions, and details of the Work to be done, which are included in the Contract Documents.

1.1.19 EFFECTIVE DATE OF AGREEMENT

The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed by the last of the two parties to sign.

1.1.20 FIELD ORDER

A written order issued by the City Engineer to the Contractor during construction effecting a minor change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time.

1.1.21 LOWEST AND BEST BIDDER

The lowest responsive, responsible Bidder.

1.1.22 MODIFICATION
A written amendment of the Contract Documents signed by both parties, and work

directives including but not limited to Change Orders and Field Orders. A modification may only be issued after the effective date of the Agreement.

1.1.23 NOTICE OF AWARD

The written notice of the acceptance of the Bid from the City to the Lowest and Best Bidder.

1.1.24 NOTICE TO PROCEED

Written communication issued by the City to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.

1.1.25 OWNER

The City of Fort Pierce: The Owner.

1.1.26 PAYMENT BOND

The security furnished by the Contractor and its Surety in the form contained in the Contract Documents as a guarantee that the Contractor will pay in full all bills.

1.1.27 PERFORMANCE BOND

The Security furnished by the Contractor and its surety as a guarantee that the Contractor will perform all of its contractual obligations in accordance with the terms of the Contract Documents; the covered amount of the Performance Bond is separate and distinct from the covered amount of the Payment Bond.

1.1.28 REQUEST FOR INFORMATION

Contractor's inquiries for information shall be submitted to the City Engineer.

1.1.29 ENGINEERING INSPECTOR

The authorized representative of the City Engineer who is assigned to the site inspection or any part thereof.

1.1.30 SAMPLE

Samples are physical examples or work including, but not limited to, the following items: Partial sections of manufactured or fabricated work, small cuts or containers of materials, complete units of repetitively-used materials; Swatches showing color, texture, and pattern, color range sets, or units of work to be used for independent inspection and testing.

1.1.31 SHOP DRAWINGS

All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor or for the Contractor to demonstrate how the Contractor specifically intends to comply with the Contract Documents.

1.1.32 SPECIFICATIONS

Those portions of the Contract Documents consisting of written or graphic technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable there.

1.1.33 SPECIAL SUPPLEMENTAL CONDITIONS

Modifications, additions, or deletions to the General Conditions.

1.1.34 WORD DEFINITIONS

1. Unless other expressly stated, wherever in the Contract Documents the word “approved,” “reviewed,” “acceptable,” “satisfactory,” “directed,” “required,” “permitted,” “ordered,” “designated,” “prescribed,” or words of like import are used, it shall be understood that the action required, reference, or determination rests solely with the City Engineer or his duly authorized representative.

2. Unless otherwise expressly stated, wherever in the Contract Documents the words “as shown” or “as indicated” or words of like import are used, they shall mean as shown or as indicated on the drawings.

3. Unless otherwise expressly stated, wherever in the Contract Documents the word “provide” is used, it shall mean furnished and installed in place, complete and tested.

4. Wherever the word “Product” is used in these Contract Documents, it shall refer to materials, systems, and equipment provided by Contractor.

5. The term “Project Manual” as used in these Contract Documents includes Bidding Requirements, Conditions of the Contract, and Specifications.

1.2 EXECUTION, CORRELATION, AND INTENT

1.2.1 The Contract Documents shall be signed in not less than duplicate by the City and the Contractor.

1.2.2 By executing the Contract, the Contractor represents that he has visited the

site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.

1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonable inferable there from as being necessary to produce the intended results. Words and abbreviations which have well- known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

1.2.4 The organization of the Specifications into divisions, sections, and articles and the arrangement of drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.3 OWNERSHIP AND USE OF DOCUMENTS

1.3.1 All Drawings, Specifications, and copies thereof furnished by the City are and shall remain the property of the City, to be used only with respect to this Project and not to be used on any other project. With the exception of one contract set for each party to the Contract, such documents are to be returned or suitably accounted for to the City on request at the completion of the Work. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the City Engineer's common law copyright or other reserved rights.

SECTION 2 - THE CITY ENGINEER

2.1 The City Engineer or his designee is the person authorized by the City Manager to oversee implementation of the Contract Documents.

2.2 The City Engineer or designee will visit the site at intervals to check the quality or quantity of the Work. The City Engineer or designee will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the CONTRACTOR'S failure to carry out the Work in accordance with the Contract Documents. The City Engineer or designee will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work. The City Engineer or designee shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so the City Engineer or designee may perform his functions under the Contract Documents.

2.3 The City Engineer will render interpretations necessary for the proper execution of progress of the Work, with reasonable promptness and in accordance with any time limit agreed upon. Either party to the Contract may make written request to the City Engineer for such interpretations.

SECTION 3 - CITY

3.1 DEFINITION

3.1.1 The City is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Owner means the City or its authorized representative.

3.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

3.2.1 The City shall furnish legal limitations for the site of the Project.

3.2.2 Except as provided in Subparagraph 4.7.1 and elsewhere in the Contract and Contract Documents, the City shall secure and pay for necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

3.2.3 Information or services under the City's control shall be furnished by the City with reasonable promptness to avoid delay in the orderly progress of the Work.

3.2.4 Six sets of contract drawings will be furnished to the Contractor free of charge for execution of the Work. Additional sets of documents required by the Contractor will be made available upon payment by Contractor of costs of reproduction.

3.2.5 The foregoing are in addition to other duties and responsibilities of the City enumerated herein and especially those in respect to Work by City or by Separate Contractors, Payments and Completion, and Insurance in Sections 6, 9, and 11, respectively.

3.3. CITY'S RIGHT TO STOP THE WORK

3.3.1 Termination of work shall be in compliance with the Contract Articles 8,10, 14, 15, 16, and 17, and the Contract Documents.

3.4 CITY'S RIGHT TO CARRY OUT THE WORK

3.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Agreement or Contract Documents, then the City shall have the right to

carry out the Work in accordance with the Contract and Sections 8, 14, 15, and 16, and as noted in the Agreement and Contract Documents.

SECTION 4 - CONTRACTOR

4.1 DEFINITION

4.1.1 The Contractor is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.

4.2 REVIEW OF CONTRACT DOCUMENTS

4.2.1 The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Engineer any error, inconsistency or omission he may discover. The Contractor shall not be liable to the City or the City Engineer for any damage resulting from such errors, inconsistencies or omissions in the Contract Documents. The Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved Shop Drawings, Product Data, or Samples for such portion of the Work.

4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

4.3.1 The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

4.3.2 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors, and their agents and employees, and other persons performing any of the Work under a contract with the Contractor.

4.3.3 The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Engineer in his administration of the Contract, or by inspections, tests, or approvals required or performed under Paragraph 7.7 by persons other than the Contractor.

4.4 LABOR AND MATERIALS

4.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in

Work.

4.4.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ anyone unskilled in the task assigned to him.

4.5 WARRANTY

4.5.1 The Contractor warrants to the City and the City Engineer that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects, and in conformance with the Contract Documents. All Work not conforming to these requirements may be considered defective. If required by the City Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Paragraph 13.2.

4.6 TAXES

4.6.1 Not applicable.

4.7 PERMITS, FEES, AND NOTICES

4.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure all City construction permits and secure all other permits and governmental fees and licenses necessary for the proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required prior to construction.

4.7.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work.

4.7.3 When the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the City Engineer in writing, and any necessary changes shall be accomplished by appropriate Modification.

4.7.4 If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the City Engineer, he shall assume full responsibility therefore and shall bear all costs attributable thereto.

4.8 ALLOWANCES

4.8.1 Not applicable.

4.9 SUPERINTENDENT

4.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the project site during the progress of the Work. The superintendent shall represent the Contractor, and all communications given to the superintendent shall be binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

4.9.2 The Contractor shall provide the City Engineer with the name of his Superintendent and the location at which the Superintendent may be reached at all times.

4.10 PROGRESS SCHEDULE

4.10.1 The Contractor, within ten (10) days after Notice of Award, shall prepare and submit an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

4.11 DOCUMENTS AND SAMPLES AT THE SITE

4.11.1 Contractor shall maintain on site one record copy of: Drawings, Specifications, Addenda, Change Orders and other modifications to the Contract, Reviewed Shop Drawings, Product Data, and Samples, Field Test Records, Inspection Certificates, and Manufacturer's Certificates.

4.11.2 At the Contract closeout, deliver record documents and samples to the City Engineer by transmittal letter with Contractor’s signature.

4.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

4.12.1 After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, Contractor shall submit to City Engineer for review and approval, in accordance with the accepted schedule of Shop Drawing submissions and specific requirements of the Specifications, or for other appropriate action if so indicated in the Supplementary Conditions, six copies of all Shop Drawings which will bear a stamp or specific written indication that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as City Engineer may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data, to enable City Engineer to review the information as required.

4.12.2 Contractor shall also submit to City Engineer for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, supplier, and pertinent data such as catalog numbers and the use for which intended.

4.12.3 Before submission of each shop drawing or sample, Contractor shall have determined and verified all quantities, dimensions, specific performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each shop drawing or sample with other shop drawings and samples and with the requirements of the Work and the Contract Documents.

4.12.4 At the time of each submission, Contractor shall give City Engineer specific written notice of each variation that shop drawings or samples may have from requirements of Contract Documents, and, in addition, shall cause a specific notation to be made on each shop drawing submitted to City Engineer for review and approval of each such variation.

4.12.5 City Engineer will review and take action within 14 calendar days of receipt of shop drawings and samples, but City Engineer's review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated, in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. Contractor shall make corrections required by the City Engineer and shall return the required number of corrected copies of shop drawings and submit as required new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by City Engineer on previous submittals.

4.12.6 City Engineer's review and approval of shop drawings or samples shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has in writing called City Engineer's attention to each such variation at the time of submission as required by Subparagraph 4.12.3.1 and City Engineer has given written approval of each such variation by a specific written notation thereof incorporated in or a specific written notation thereof incorporated in or accompanying the shop drawing or sample approval; nor will any approval by City Engineer relieve Contractor from responsibility for errors or omissions in the shop drawings or from responsibility for

having complied with the provisions of Subparagraph 4.12.3.

4.12.7 Where a shop drawing or sample is required by the Specifications, any related Work performed prior to City Engineer's review and approval of the pertinent submission will be the sole expense and responsibility of Contractor.

4.13 USE OF SITE

4.13.1 The Contractor shall confine operations of the site to areas permitted by law, ordinances, permits, Agreement, and the Contract Documents and shall not unreasonably encumber the site with any materials or equipment.

4.14 CUTTING AND PATCHING OF WORK

4.14.1 The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the Work or to make its several parts fit together properly.

4.14.2 The Contractor shall not damage or endanger any portion of the Work or the work of the City or any separate contractors by cutting, patching, or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of the City or any separate contractor except with the written consent of the City and of such separate contractor. The Contractor shall not unreasonably withhold from City or any separate contractor his consent to cutting or otherwise altering the Work.

4.15 CLEANING UP

4.15.1 The Contractor at all times shall keep the work site project free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery, and surplus materials.

4.15.2 If the Contractor fails to clean up at the completion of the Work, the City may do so, and the cost thereof shall be charged to the Contractor.

4.16 COMMUNICATIONS

4.16.1 The Contractor shall forward all communications to the City through the City Engineer.

4.17 ROYALTIES AND PATENTS

4.17.1 The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save City harmless from loss on account thereof except that City shall be responsible for all such loss when a particular design process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to City Engineer.

4.18 INDEMNIFICATION

4.18.1 The Contractor shall agree to indemnify and hold the City harmless against any and all expenses and liabilities as per the Contract, to include Articles 10 and 22, and all Contract Documents.

SECTION 5 - SUBCONTRACTORS

5.1 DEFINITION

5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the site. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative. The term Subcontractor does not include any separate contractor or his subcontractors.

5.1.2 A Subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform any of the Work at the site. The term Sub-subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Sub-subcontractor or an authorized representative thereof.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK.

5.2.1 Shall comply with the Contract, to include Article 12 and the Contract Documents.

SECTION 6 - WORK BY CITY

6.1 CITY'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

6.1.1 The City reserves the right to perform work related to the Project with his own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the Contract. If the Contractor claims that delay or additional cost is involved because of such action by the City, he shall make such claim as provided elsewhere in the Contract Documents.

6.1.2 When separate contracts are awarded for different portions of the Project or other work on the site, the term Contractor in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

6.2 MUTUAL RESPONSIBILITY

6.2.1 The Contractor shall afford the City and separate contractors' reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work and shall connect and coordinate his Work with theirs as required by the Contract Documents.

6.2.2 If any part of the Contractor's Work depends for proper execution or results upon the work of the City or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the City Engineer any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acceptance of the City's or separate contractors' work as fit and proper to receive his Work, except as to defects which may subsequently become apparent in such work by others.

6.2.3 Any costs caused by defective or ill-timed work shall be borne by the party responsible therefore. No time extensions will be granted due to ill-timed work or any other reasons.

6.2.4 Should the Contractor wrongfully cause damage to the work or property of the City, or to other work on the site, the Contractor shall promptly remedy such damage as provided in Subparagraph 10.2.5.

6.2.5 Should the Contractor wrongfully cause damage to the work or property of any separate contractor, the Contractor shall upon due notice promptly attempt to settle with such other contractor by agreement, or otherwise to resolve the dispute. If such separate contractor sues or initiates an arbitration proceeding against the City on account of any damage alleged to have been caused by the Contractor, the City shall notify the Contractor who shall defend such proceedings at the City's expense, and if any judgment or award against the City arises there from, the Contractor shall pay or satisfy it and shall reimburse the City for all attorneys' fees and court or arbitration costs which the City has incurred. Regardless of the outcome, the Contractor will pay all expenses.

6.3 CITY'S RIGHT TO CLEAN UP

6.3.1 If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up as required by Section 4.15, the City may clean up and charge the cost thereof to the Contractors as the City Engineer shall determine to be just.

SECTION 7 - MISCELLANEOUS PROVISIONS

7.1 Governing Law

7.1.1 The Contractor shall be governed by the law of the place where the project is located.

7.2 SUCCESSORS

7.2.1 The City and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder, without the previous written consent of the City.

7.3 WRITTEN NOTICE

7.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the corporation for whom it was intended, or if last delivered at or sent by registered or certified mail to the last business address known to him who gives the notice.

7.4 CLAIMS FOR DAMAGE

7.4.1 All claims by the Contractor shall be in accordance with Article 11 of the Contract Agreement.

7.5 PERFORMANCE AND PAYMENT BOND

7.5.1 Contractor shall furnish a Performance Bond and a Payment Bond on the forms provided as part of the Contract Documents each in an amount as required by the Contract Documents as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. Contractor shall also furnish such other Bonds as are required by the Special Supplementary

Conditions. All Bonds shall be in the forms prescribed by the bidding documents or Special Supplementary Conditions and be executed by such Sureties as are licensed to conduct business in the state where the Project is located, and, except as otherwise provided by law, are named in the current list of "Companies Holding Certificates of City as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U. S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

7.5.2 If the Surety on any Bond furnished by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 7.5.1, Contractor shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to City.

7.6 RIGHTS AND REMEDIES

7.6.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

7.6.2 No action or failure to act by the City, Engineer, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

7.7 TESTS

7.7.1 When the Contract Documents, laws, ordinances, rules, regulations or orders of any public agency having jurisdiction require any portion of the Work to be inspected, tested or approved, the Contractor shall give the City Engineer timely notice of its readiness so the City Engineer may observe, provide or instruct such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals conducted by public agency other than City. Unless otherwise provided, the City shall bear all costs of other inspections, tests or approvals. The City shall pay for soils, compaction, and other testing required by the Contract Documents, to assure compliance with plans and specifications, and the Contractor shall pay for all required retests.

7.7.2 If the Engineer determines that any Work requires <u>special</u> inspection, testing, or approval which Paragraph 7.7.1 does not include, he will instruct the Contractor to order such special instruction, testing or approval, and the Contractor shall give notice as provided in Paragraph 7.7.1. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof, including compensation for the City's

additional services made necessary by such failure; otherwise the City shall bear such costs, and an appropriate Change Order shall be issued.

7.7.3 Required certificates of inspection, testing or approval from public agencies having jurisdiction over the Project shall be secured by the Contractor and promptly delivered by him to the City Engineer.

SECTION 8 - TIME

8.1 DEFINITIONS

8.1.1 Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for Completion of the Work as defined in Subparagraph 8.1.3, including authorized adjustments thereto.

8.1.2 The date of commencement of the Work is the date established in a Notice to Proceed for each project. If there is no notice to proceed, it shall be the date of the Owner-Contractor Agreement or such other date as may be established therein.

8.1.3 The Date of Completion of the Work is the Date certified by the City Engineer when construction is complete, in accordance with the Contract Documents.

8.1.4 The term day as used in the Contract Documents shall mean calendar day unless otherwise specifically designated.

8.2 PROGRESS AND COMPLETION

8.2.1 All time limits stated in the Contract Documents are of the essence of the Contract.

8.2.2 The Contractor shall begin the work on the date of commencement as defined in Subparagraph 8.1.2. He shall carry the Work forward expeditiously with adequate forces and shall achieve Completion within the Contract Time.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the City or the City Engineer, or by any employee of either, or by any separate contractor employed by the City, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the City pending arbitration, or by any other cause which the City Engineer determines may justify the delay, then the Contract Time shall be extended by Change Order for such

reasonable time as the City Engineer may determine.

8.3.2 Any claim for extension of time shall be made in writing to the City Engineer not more than twenty (20) days after the commencement of the delay. In the case of a continuing delay only one claim is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work.

8.3.3 If no agreement is made stating the dates upon which interpretations as provided in Subparagraph 8.3.1 shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations until fifteen (15) days after written request is made for them, and not then unless such claim is reasonable.

8.3.4 This Paragraph 8.3 does not exclude the recovery of damages for delay by either party under other provisions of the Agreement or Contract Documents.

SECTION 9 - PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1.1 The Contract Sum for each project is the sum stated in the project's Notice to Proceed, including authorized adjustments thereto, is the total amount payable by the City to the Contractor for the performance of the Work under the Contract Documents. All payments will be in accordance with Florida Statute 218.735 and these Contract Documents.

9.2.1 Ten (10) days before the first Application for Payment, the Contractor shall submit to the City a schedule of values allocated to the various portions of the Work, in accordance with the Agreement, prepared in such form and supported by such data to substantiate its accuracy. This schedule shall be used only as a basis for the Contractor's Applications for Periodic Payments.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 At least ten (10) days before the date for each progress payment established in the City-Contractor Agreement, the Contractor shall submit to the City and City Engineer an itemized and completed Application for Payment, notarized, supported by such data substantiating the Contractor's right to payment as the City or the City Engineer may require, and reflecting retainage, if any, as provided elsewhere in the Contract Documents.

9.3.1.1 Until Completion of the Work the City will pay ninety-five percent (95%) of the amount due the Contractor on account of progress payments. At Completion and Final Acceptance of the Work by the City Engineer, the City shall pay the retainage, less such amount as the City Engineer shall determine for all incomplete

Work, unsettled claims and penalties as provided in the Contract Documents.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 The City Engineer will, within ten (10) days after the receipt of the Contractor's Application for Payment, either approve the application for payment to the Owner, with a copy to the Contractor, for such amount as the City Engineer determines is properly due, or notify the Contractor in writing his reasons for withholding a Certificate as provided in Subparagraph 9.6.1.

9.4.2 The approval of the Application for Payment will constitute only a presentation by the City, based on the City Engineer's observations at the site as provided in Subparagraph 2.1.2 and the data comprising the Application for Payment that the Work has progressed to the point indicated; that to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in his Certificate); and that the Contractor is entitled to payment in the amount certified. However, by issuing a Certificate for Payment, the City Engineer shall not thereby be deemed to represent that he has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work to relieve the Contractor of his responsibilities specified in the Agreement or that he has reviewed the construction means, methods, techniques, sequences or procedures, or that he has made any examination to ascertain how or for what purpose the Contractor has used the monies previously paid on account of the Contract Sum.

9.5 PROGRESS PAYMENTS

9.5.1 After the City Engineer has approved the complete Application for Payment, the City shall make payment within fifteen (15) days to the Contractor.

9.5.2 The Contractor shall promptly pay each Subcontractor upon receipt of each payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's Work. The Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to his Sub-subcontractors in a similar manner.

9.5.3 The City Engineer may, on request and at his direction, furnish to any Subcontractor information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the City Engineer on account of Work done by such Subcontractor.

9.5.4 Neither the City nor the City Engineer shall have any obligation to pay or to see to the payment of any monies to any Subcontractor except as may otherwise be required by law.

9.5.5 No approval for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the City, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

9.5.6 **No approval for a progress payment shall be approved prior to City Engineer receiving Partial Releases of Liens applicable to previous payments received by Contractor.**

9.6 PAYMENTS WITHHELD

9.6.1 The City Engineer may decline to approve payment and may withhold it in whole or in part, to the extent necessary reasonably to protect the City, if in his opinion he is unable to make representations to the City as provided in Subparagraph 9.4.2. If the City Engineer is unable to make representations to the City as provided in Paragraph 9.4.2 and to certify payment in the amount of the Application, he will notify the Contractor as provided in Subparagraph 9.4.1. If the Contractor and the City Engineer cannot agree on a revised amount, the City Engineer will promptly approve the payment for the amount for which he is able to make such representations to the City. The City Engineer also may decline to approve payment or, because of subsequently discovered evidence or subsequent observations, he may nullify the whole or any part of any approval for payment previously issued, to such extent as may be necessary in his opinion to protect the City from loss because of:

1. Defective Work not remedied; or

2. Third party claims filed or reasonable evidence indicating probable filing of such claims, such as Notice; or

3. Failure of the Contractor to make payments properly to Subcontractors for labor, materials or equipment. City Engineer may request Partial Releases of Liens prior to payment; or

4. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum; or

5. Damage to the City or other contractor; or

6. Reasonable evidence that the Work will not be completed within the Contract Time; or

7. Persistent failure to carry out the Work in accordance with the Contract Documents.

9.6.2 When the above grounds in Subparagraph 9.6.1 are removed, payment shall be made for amounts withheld because of them.

9.7 FAILURE OF PAYMENT

9.7.1 If the City Engineer does not approve Application for Payment, through no fault of the Contractor, within fourteen (14) days after receipt of the Contractor's Application for Payment, then the Contractor may, upon seven (7) additional days' written notice to the City, stop the Work until payment of the amount owing has been received. The Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut- down, delay and start-up, which shall be effected by appropriate Change Order in accordance with Paragraph 12.3.

9.8 FINAL COMPLETION AND FINAL PAYMENT

9.8.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the City Engineer will make such inspection and, when he finds the Work acceptable under the Contract Documents and the Contract fully performed, will promptly approve the Application for Payment, stating that to the best of his knowledge, information and belief, and on the basis of his observations and inspections, the work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in said approval is due and payable. The City Engineer's final approval for payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth in the Agreement and Contract Documents have been fulfilled and the Contractor has met the requirements of the Agreement and Contract Documents.

9.8.2 Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the City Engineer: (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied; (2) consent of surety, if any, to final payment; and (3) other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the City. If any Subcontractor, sub-subcontractor, material man, or laborer, refuses to furnish a release, or waiver, required by the City, the Contractor may furnish a bond satisfactory to the City, to indemnify him against any such lien. City may withhold all sums reasonably necessary for the claims of subcontractors, sub- subcontractors, material men, laborers or other who have asserted any claims, even if based upon purported additions, extras, or unexecuted change orders, which sums shall include interest,

costs and reasonably anticipated attorneys' fee. If any claim remains unsatisfied after all payments are made, the Contractor shall refund to the City all monies that the latter may be compelled to pay in discharging such lien, including interest, all costs, and reasonable attorneys' fee.

9.8.3 The making of final payment shall constitute a waiver of all claims by the City except those arising from:

1. Unsettled liens, claims or notices of any kind by subcontractors, sub-subcontractors, material men, and laborers; or
2. Faulty or defective Work appearing after Substantial Completion; or
3. Failure of the Work to comply with the requirements of the Contract Documents; or
4. Terms of any special warranties required by the Contract Documents.

9.8.4 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment. By acceptance thereof, Contractor agrees to cooperate with City in disposing of any and all remaining claims of subcontractors, sub-subcontractors, material men, and laborers, and shall indemnify and hold harmless City from all such claims, including attorneys' fees, trial and appellate, and costs and expenses.

SECTION 10 - PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

1. All employees on the Work and all other persons who may be affected thereby;

2. All the Work, and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and

3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

10.2.2 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

10.2.3 The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities. Without limiting the generality of the foregoing, the Contractor's ladders, scaffolds, lifts and other equipment, and those portions of the Contractor's work and temporary work which are utilized by the City and the City Engineer and their employees in the observation of construction shall comply with all applicable laws, ordinances, rules, regulations, standards and orders of any public authority having jurisdiction for the safety of persons or property.

10.2.4 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

10.2.5 The Contractor shall promptly remedy all damage or loss to any property referred to in Paragraph 10.2, caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible, except damage or loss attributable to the acts or omissions of the Owner or City Engineer or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to his obligations under the Agreement and the Contract Documents.

10.2.6 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the City and the City Engineer.

10.2.7 The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

10.3 EMERGENCIES

10.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Section 12 for Changes in the Work.

10.4 CITY ENGINEER'S STATUS

10.4.1 Without limiting the generality of Subparagraphs 2.2 and 2.3, the City Engineer will not inspect or be responsible for the Contractor's compliance with the requirements of this Section 10.

SECTION 11 - INSURANCE

(SEE AGREEMENT - ARTICLE 17)

SECTION 12 - CHANGES IN THE WORK

12.1 CHANGE ORDERS

12.1.1 A Change Order is a written order to the Contractor signed by the City Engineer, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum or the Contract Time.

12.1.2 The City, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents.

12.1.3 The cost or credit to the City resulting from a change in the Work shall be determined in one or more of the following ways:

1. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

2. By unit prices stated in the Contract Documents or subsequently agreed upon;

3. By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.

12.2 CONCEALED CONDITIONS

12.2.1 Should concealed conditions encountered in the performance of the Work below the surface of the ground differing materially from those ordinarily

encountered and generally recognized as inherent in work of the character provided for in this Contract be encountered, the Contract Sum may be equitably adjusted by Change Order upon claim by either party made within twenty (20) days after the first observance of the conditions.

12.3 CLAIMS FOR ADDITIONAL COST

12.3.1 If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the City Engineer written notice thereof within twenty (20) days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall precede in accordance with Paragraph 10.3. No such claim shall be valid unless so made. If the Owner and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the City Engineer. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

12.3.2 If the Contractor claims that additional cost is involved because of, but not limited to: (1) any written interpretation pursuant to Subparagraph 2.3; (2) any order by the City to stop the Work pursuant to Paragraph 3.3 where the Contractor was not at fault; (3) any written order for a minor change in the Work issued pursuant to Paragraph 12.4; or (4) failure of payment by the City pursuant to Paragraph 9.7, the Contractor shall make such claim as provided in Paragraph 12.3.1.

12.4 MINOR CHANGES IN THE WORK

12.4.1 The City Engineer will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order (field order), and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.

SECTION 13 - UNCOVERING AND CORRECTION OF WORK

13.1 UNCOVERING OF WORK

13.1.1 If any portion of the Work should be covered contrary to the request of the City Engineer or to requirements specifically expressed in the Contract Documents, it must, if required by the City Engineer, be uncovered for his observation and shall be replaced at the Contractor's expense.

13.1.2 If any other portion of the Work has been covered which the City Engineer has not specifically requested or required to observe prior to being covered, the City Engineer may request to see such Work and it shall be uncovered by the Contractor. If such Work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the City. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it is found that this condition was caused by the City or a separate contractor as provided in Section 6, in which event the City shall be responsible for the payment of such costs.

13.2 CORRECTION OF WORK

13.2.1 The Contractor shall promptly correct all Work rejected by the City Engineer as defective or as failing to conform to the Contract Documents whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the City Engineer or his designee's additional services and inspections made necessary thereby.

13.2.2 If, within one year after the Date of Completion of the Work or designated portion thereof or within one year after acceptance by the City of designated Work or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the City to do so unless the City has previously given the Contractor a written acceptance of such condition. This obligation shall survive termination of the Contract. The City shall give such notice promptly after discovery of the condition.

13.2.3 The Contractor shall remove from the site all portions of the Work which are defective or non-conforming and which have not been corrected under Subparagraphs 4.5.1, 13.2.1, and 13.2.2, unless removal is waived by the City.

13.2.4 If the Contractor fails to correct defective or non- conforming Work as provided in Subparagraphs 4.5.1, 13.2.1, and 13.2.2, the City may correct it in accordance with Paragraph 3.4.

13.2.5 If the Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from the City Engineer, the City may remove it and replace the materials or equipment at the expense of the Contractor. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City.

13.2.6 The Contractor shall bear the cost of making good all work of the City or separate contractors destroyed or damaged by such correction or removal.

13.2.7 Nothing contained in this Paragraph 13.2 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including Paragraph 4.5 hereof. The establishment of the time period of one year after the Date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations other than specifically to correct the Work.

13.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

13.3.1 If the City prefers to accept defective or non- conforming Work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Sum where appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

SECTION 14 - TERMINATION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1 If the Work is stopped for a period of thirty (30) days under an order of any court or other public agency having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing any of the Work under a contract with the Contractor, or if the Work should be stopped for a period of thirty (30) days by the Contractor because the City Engineer has not approved an Application for Payment as provided in Paragraph 9.7 or because the City has not made payment thereon as provided in Paragraph 9.7, then the Contractor may, upon seven (7) additional days' written notice to the City Engineer, terminate the Contract and recover from the Owner payment for all Work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and damages.

14.2 TERMINATION BY THE CITY

14.2.1 If the Contractor is adjudged a bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he fails to make prompt payment to Subcontractors or for

materials or labor, persistently disregards laws, ordinances, rules, regulations or is guilty of a substantial violation of a provision of the Contract Documents, then the Owner, upon certification by the City Engineer that sufficient cause exists to justify such action, may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days' written notice, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished.

14.2.2 If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, including compensation for the City Engineer's additional services made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the City. The amount to be paid to the Contractor or to the City, as the case may be, shall be certified by the City Engineer, upon application, in the manner provided in Paragraph 9.4, and this obligation for payment shall survive the termination of the Contract.

SECTION 15 - UNFAVORABLE WEATHER AND OTHER CONDITIONS

15.1 During unfavorable weather and other unfavorable conditions, the Contractor shall pursue only such portions of the Work as shall not be damaged thereby. No portions of the Work whose satisfactory quality or efficiency will be affected by an unfavorable condition shall be constructed while these unfavorable conditions exist unless, by special means or precautions approved by the City Engineer, the Contractor shall be able to overcome them.

SECTION 16 - ENGINEERING AND FIELD INSPECTION EXPENSES DUE TO OVERTIME WORK AND UNAVOIDABLE DELAYS

16.1 The City shall charge to the Contractor and may deduct from the periodic and final payment for the Work all engineering and inspection expenses incurred by the City in connection with any overtime work during the contract construction period, including any time extension granted thereof, beyond the regular eight (8) hour day, (normal resident project representative working day), and for any time worked on Saturdays, Sundays, or Holidays.

16.2 In addition, these General Conditions provide for the payment by the Contractor to the City of all engineering and inspection expenses incurred as a result of unavoidable delays or correctness of the Work.

16.3 All engineering and inspection expenses, including direct costs incurred by the City due to the above specified conditions, shall be paid by the Contractor at the City's hourly rates, including all overhead.

SECTION 17 - BEFORE STARTING CONSTRUCTION

17.1 Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. Contractor shall promptly report in writing to the City Engineer any conflict, error or discrepancy which Contractor or any of his Subcontractors may discover and shall obtain a written interpretation or clarification from City Engineer before proceeding with any work affected thereby; provided, however, Contractor shall not be liable to City or City Engineer for failure to report any conflict, error or discrepancy unless Contractor or any of his Subcontractors had actual knowledge thereof or should reasonably have known thereof.

17.2 Within ten (10) days after the effective date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to City Engineer for review: (1) a progress schedule indicating the starting and completion dates of the various stages of the Work; (2) a proposed schedule of Shop Drawing Submissions; (3) a schedule of values of the Work; and (4) a listing of the monthly progress payments through the Contract Time. The City Engineer may require the schedule of values to be adjusted if in its opinion the breakdown does not accurately reflect the true distribution of the Contract Price.

17.3 No later than twenty (20) days after the effective date of the Agreement, but before Contractor starts the Work at the site, a conference will be held for review of the schedules to establish procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. Contractor shall attend such conference and shall require any or all of his Subcontractors, as City Engineer directs, to attend the conference.

SECTION 18 - PRECEDENCE OF CONTRACT DOCUMENTS

18.1 In resolving conflicts and discrepancies between the Contract Documents, precedence shall be given in the following order:

> Plans shall control over Technical Specifications; larger scale plans shall control over general plans; large scale details over small scale and figure dimensions; and figure dimensions over

scaled dimensions. Addenda and change orders supersede only affected portions of the documents.

SECTION 19 - MEASUREMENT AND PAYMENT

19.1 DESCRIPTION OF REQUIREMENTS

19.1.1 Payment for the WORK, as further specified herein, shall include compensation to be received by the Contractor for furnishing tools, equipment, supplies, and manufactured articles, and for labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the Work in accordance with the requirements of the Contract Documents, including appurtenances thereto, and including all costs of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the Occupational Safety and Health Administration of the U. S. Department of Labor (OSHA). No separate payment will be made for any item that is not specifically set forth in the Bid Schedule, and all costs therefore shall be included in the prices named in the Bid Schedule for the various appurtenant items of work.

19.1.2 The total Unit Bid Price shall cover all work required by the Contract Documents. All costs in connection with the proper and successful completion of the work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction equipment, and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and Unit bid prices. All work not specifically set forth as a pay item in the Bid shall be considered a subsidiary obligation of Contractor and all costs in connection therewith shall be included.

19.1.3 Payment for all work done in compliance with the Contract Documents, inclusive of furnishing all manpower, equipment, materials, and performance of all operations relative to construction of this project, will be made under the Unit Bid Price.

19.1.4 The City reserves the right to alter the Drawings, modify incidental work if necessary, and increase or decrease quantities of work to be performed in accordance with such changes, including deduction or cancellation of any one or more of the Items. Changes in the work shall not be considered as a waiver of any conditions of the Contract nor invalidate any provisions thereof. When changes result in changes in the quantities of work to be performed, and proposed change will cause substantial inequity to the City or Contractor the applicable unit prices shall be equitably adjusted by change order.

19.1.5 Quantities necessary to complete the work as shown on the Drawings or as specified herein shall govern over those shown in the Proposal or Bid Documents. The Contractor shall take no advantage of any apparent error or omission in the Drawings or Specifications, and the City Engineer shall be permitted to make corrections and interpretations as may be deemed necessary for fulfillment of the intent of the Contract Documents.

19.1.6 The quantities for payment, other than Final Payment, under this Contract shall be determined for actual measurement of the completed items, in place, ready for service and accepted by the City, in accordance with the applicable method of measurement therefore contained herein. A representative of the Contractor shall witness all field measurements.

SECTION 20 - ESTIMATED QUANTITIES

20.1 All estimated quantities stipulated in the Bid Form or other Contract Documents are approximate and supplied for the sole purpose of providing Bidder with a basis which will be used to determine the Base Bid and to obtain unit prices for approvals of progress payments for the Work done. Actual quantities which will be ordered by City may vary from those on the Bid Form(s).

20.2 The Contractor's attention is directed to the items of work for which no unit price is set. All work shown on the drawings as outlined in the specifications is to be completed in all respects, and the cost of all miscellaneous and associated work to any specific items shall be included in the Unit Prices.

20.3 All quantities, for the submittal of payments, shall be measured and tabulated by both the City Engineer, or representative, and the Contractor. Requests for payment and supporting data shall be prepared by the Contractor and given to the City Engineer sufficiently in advance of payment date to permit thorough checking of all quantities.

20.4 The Contractor shall furnish the City Engineer whatever assistance is required, laborers, clerks and records that will enable the City Engineer to expeditiously check all estimates and especially the final quantities of the project.

SECTION 21- COORDINATION

21.1 Contractor shall: (1) coordinate scheduling, submittals, and work of the various sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements; (2) coordinate completion

and clean-up of Work of separate sections of specifications in preparation for Substantial Completion; and (3) after City occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of City activities.

SECTION 22 - FIELD ENGINEERING

Contractor shall employ a Land Surveyor registered in the State of Florida and acceptable to City Engineer, locate and protect survey control and reference points, control datum for survey that is shown on the Exhibit Drawings, and provide field engineering services and establish elevations, lines, and levels, utilizing recognized engineering survey practices.

SECTION 23

"DELETED"

SECTION 24 - PRECONSTRUCTION CONFERENCE

24.1 City Engineer will schedule a conference after Notice to Award.

24.2 Attendance Required: City, Contractor, Utilities Representatives. (Subcontractors if requested by City.)

24.3 Agenda:

1. Execution of City-Contractor Agreement;
2. Submission of executed bonds and insurance certificates;
3. Distribution of Contract Documents;
4. Submission of list of Subcontractors, and progress schedule;
5. Designation of personnel representing the parties in Contract, and the City Engineer;
6. Procedures and processing of field decisions, submittals, substitutions, applications for payment, proposal requests, Change Orders and Contract closeout procedures;
7. Scheduling;
8. Scheduling activities of Testing Laboratory.

SECTION 25 - PROGRESS MEETINGS

25.1 City Engineer or Contractor may schedule meetings, at intervals, as required throughout progress of the Work. Each may make arrangements for meetings, prepare agenda with copies for participants, record minutes and distribute copies within 3 days to participants and those affected by decisions made.

25.3 Agenda:

1. Review minutes of previous meetings;
2. Review of Work progress;
3. Field observations, problems, and decisions;
4. Identification of problems which impede planned progress;
5. Review of submittals schedule and status of submittals;
6. Review of off-site fabrication and delivery schedules;
7. Maintenance of progress schedule;
8. Corrective measures to regain projected schedules;
9. Planned progress during succeeding work period;
10. Coordinate of projected progress;
11. Maintenance of quality and work standards;
12. Effect of proposed changes on progress schedule and coordination;
13. Other business relating to Work.

SECTION 26 - CONTRACT CLOSEOUT

26.1 DESCRIPTION
Scope of Work: Comply with requirements stated in Conditions of the Contract and in Specifications for administrative procedures in closing out the Work.

26.2 FINAL COMPLETION & INSPECTION

1. When Contractor considers the Work is complete, he shall submit written certification that: (1) Contract Documents have been reviewed, (2) Work has been inspected for compliance with Contract Documents, (3) Work has been completed in accordance with Contract Documents, (4) equipment and systems have been tested in the presence of the City's representative and are operational, and (5) Work is completed and ready for final inspection.

2. The Engineer will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.

3. Should the Engineer consider that the work is incomplete or defective: (1) the Engineer will promptly notify the Contractor in writing, listing the incomplete or defective work, (2) Contractor shall take immediate steps to remedy the stated deficiencies, and send a second written certification to the Engineer that the Work is complete, and (3) the Engineer will re-inspect the Work.

4. When the Engineer finds that the Work is acceptable under the Contract Documents, he shall request the Contractor to make closeout submittals.

26.3 REINSPECTION FEES

Should the Engineer perform re-inspection due to failure of the Work to comply with the claims of status of completion made by the Contractor, (1) the Contractor will compensate the City at their request for such additional inspection services, and (2) the City will deduct the expenses incurred for such inspection services.

26.4 CONTRACTOR'S CLOSEOUT SUBMITTALS

26.4.1 The Contractor shall submit to the Engineer the following documentation:

1. Evidence of compliance with requirements of governing authorities that issued permit or have jurisdiction over Work;
2. Warranties and Bonds;
3. Evidence of Payment and Release of Liens;
4. Project Record Documents that show the final location, by reference to at least two completed, visible improvements or other permanent control points, of the completed improvements for this project, verification of all design dimensions, any revisions to the Plans, and all other information necessary to horizontally and vertically locate and operate the improvements constructed under this Contract. Information to be shown includes the location of the drainage structures, signs, lighting, irrigation system, landscaping, sidewalks, roadway improvements and all culvert pipes, the elevations referenced to NGVD 1929 of the control structure tops, bottom inverts, and the elevations of all pipe inverts. No erasures are permitted. Where changes occur, cross out design information and denote constructed information. Other items to be shown on the Record Drawings include:
5. Any changes or verifications get marked.
6. Mark out all "proposed" or "constructs."
7. Draw in all changes to location of pipe, structures, etc.
8. Draw in a detail box of any substantial changes.
9. Mark location and footage of all culverts.
10. Mark all elevations for grates and pipe inverts.

11. Mark all grades and spot elevations of roadways at 500 feet spacing or less.
12. Canal cross-sections at 500 feet spacing.

The Contractor shall submit four (4) sets of signed and sealed Record Drawing prints, and two electronic As-Built Drawings CD's supplied in digital format (AutoCAD).

END OF SECTION

EXHIBIT F – REQUIRED LAP SPECIFICATIONS

120 EARTHWORK AND RELATED OPERATIONS FOR LAP (CLASS - D). (REV 3-2-22) (FA 7-13-21) (FY 2023-24)

SECTION 120 is deleted and the following substituted:

SECTION 120
EARTHWORK AND RELATED OPERATIONS FOR LAP (CLASS - D)

120-1 Description.

120-1.1 General: Perform earthwork and related operations based on the type of work specified in the Contract and the Earthwork Categories as defined below. Meet the applicable requirements for materials, equipment and construction as specified.

Earthwork and related operations consist of excavation for the construction of the roadway, excavation for structures and pipe, constructing backfill around structures and pipe, and constructing embankments as required for the roadway, ditches, and channel changes.

120-1.2 Earthwork Categories: Performance of Earthwork Operations will fall into one of the following Earthwork Categories:

120-1.2.1 Earthwork Category 1: Includes the earthwork and related operations associated with the construction of sidewalks and bike paths along with any drainage structures associated with these facilities.

120-1.2.2 Earthwork Category 2: Includes the earthwork and related operations associated with the construction of turn lanes and other non-mainline traffic lanes, widening, roadway shoulders, concrete box culverts, retaining walls, and other drainage structures on the non-mainline pavement.

120-1.2.3 Earthwork Category 3: Includes the earthwork and related operations associated with the construction of new mainline pavement, along with concrete box culverts, retaining walls, and other drainage structures on the mainline pavement.

120-1.3 Unidentified Areas of Contamination: When encountering or exposing any abnormal condition indicating the presence of contaminated materials, cease operations immediately in the vicinity and notify the Engineer. The presence of tanks or barrels; discolored earth, metal, wood, ground water, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions that appear abnormal may indicate the presence of contaminated materials and must be treated with extreme caution.

Make every effort to minimize the spread of contamination into uncontaminated areas. Immediately provide for the health and safety of all workers at the job site and make provisions necessary for the health and safety of the public that may be exposed to any potentially hazardous conditions. Ensure provisions adhere to all applicable laws, rules or regulations covering potentially hazardous conditions and will be in a manner commensurate with the gravity of the conditions.

The Engineer will notify the Department of a contamination assessment/remediation process plan to determine the course of action necessary for site security and the steps necessary under applicable laws, rules, and regulations for additional assessment and/or remediation work to resolve the contamination issue.

120-2 Classifications of Excavation.

120-2.1 General: The Engineer may classify excavation specified under this Section for payment as any of the following: regular excavation, subsoil excavation, lateral ditch excavation, and channel excavation.

The definition of existing surface is a combination of the following:

1. The original unpaved ground line;
2. The bottom of the existing pavement;
3. The bottom of existing features removed by clearing and grubbing;
4. The bottom of the existing base, if the base is to be removed.

The definition of finished graded surface includes the completed grades of side slopes, unpaved shoulders, and the bottom of the base for flexible or rigid pavement.

120-2.2 Regular Excavation: Regular excavation includes roadway excavation and borrow excavation, as defined below for each.

: Roadway excavation consists of the excavation and the utilization or disposal of all materials necessary for the construction of the roadway,
ditches, channel changes, etc., except as may be specifically shown to be paid for separately and that portion of the lateral ditches within the limits of the roadway right-of-way as shown in the Plans.

Borrow excavation consists of the excavation and utilization of material from authorized borrow pits, including only material that is suitable for the construction of roadway embankments or of other embankments covered by the Contract.

A Cost Savings Initiative Proposal (CSIP) submittal based on using borrow material from within the project limits will not be considered.

120-2.3 Subsoil Excavation: Subsoil excavation consists of the excavation and disposal of muck, clay, rock, or any other material that is unsuitable in its original position and that is excavated below the existing surface. For pond and ditches that identify the placement of a blanket material, the existing surface is the bottom of the blanket material. Subsoil excavation also consists of the excavation of all suitable material within the above limits as necessary to excavate the unsuitable material. Consider the limits of subsoil excavation indicated in the Plans as being particularly variable, in accordance with the field conditions encountered.

The quantity of material required to replace the excavated material and to raise the elevation of the roadway to the bottom of the template will be paid for under embankment or borrow excavation (Truck Measure).

120-2.4 Lateral Ditch Excavation: Lateral ditch excavation consists of all excavation of inlet and outlet ditches to structures and roadway, and ditches parallel to the roadway right-of-way. Dress lateral ditches to the grade and finished graded surface shown in the Plans.

120-2.5 Channel Excavation: Channel excavation consists of the excavation of channels of streams and satisfactory disposal of all materials from the limits of the channel as shown in the Plans.

120-2.6 Excavation for Structures and Pipe: Excavation for structures consists of the excavation for bridge foundations, box culverts, pipe culverts, storm sewers and all other pipelines, retaining walls, headwalls for pipe culverts and drains, catch basins, drop inlets, manholes, and similar structures.

120-3 Preliminary Soils Investigations.

When the Plans contain the results of a soil survey, do not assume such data is a guarantee of the depth, extent, or character of material present.

120-4 Excavation Requirements.

120-4.1 Removal of Unsuitable Materials and Existing Roads

120-4.1.1 Subsoil Excavation: Where rock, muck, clay, or other material within the limits of the roadway is unsuitable in its original position, excavate such material to the depth shown in the Plans as the removal limits or as indicated by the Engineer, and backfill with suitable material. Where the removal of plastic soils is required, meet a construction tolerance of ±0.2 foot in depth and ±6 inches (each side) in width.

120-4.1.2 Construction over Existing Old Road: Where a new roadway is to be constructed over an old one, completely remove the existing pavement for the entire limits of the width and depth. If the Plans provide that paving materials may be incorporated into the fill, distribute such material in a manner so as not to create voids. Recompact the old road meeting the requirements of 120-10.2.

120-4.2 Lateral Ditch Excavation: Excavate inlet and outlet ditches to structures and roadway, changes in channels of streams and ditches parallel to the roadway. Dress lateral ditches to the grade and finished graded surface shown in the Plans.

120-4.3 Channel Excavation: Excavate and dispose of all materials from the limits of the channel as shown in the Plans. Excavate for bridge foundations, box culverts, pipe culverts, storm sewers and all other pipelines, retaining walls, headwalls for pipe culverts and drains, catch basins, drop inlets, manholes, and similar structures.

120-4.4 Excavation for Structures and Pipe.

120-4.4.1 Requirements for all Excavation: Perform all excavation to foundation materials, satisfactory to the Engineer, regardless of the elevation shown in the Plans. Remove rock, boulders or other hard lumpy or unyielding material to a depth of 12 inches below the bottom of pipes and box culverts elevations. Remove muck or other soft material to the depth indicated in the Plans or as directed by the Engineer.

120-4.4.2 Earth Excavation:

120-4.4.2.1 Foundation Material other than the Rock: When masonry is to rest on an excavated surface other than rock, take special care to avoid disturbing the bottom of the excavation, and do not remove the final foundation material to grade until just before placing the masonry. In case the foundation material is soft or mucky, the Engineer may require excavation to a greater depth and to backfill to grade with approved material.

120-4.4.2.2 Foundation Piles: Where foundation piles are used, complete the excavation of each pit before driving the piles. After the driving is completed, remove all loose and displaced material, leaving a smooth, solid, and level bed to receive the masonry.

120-4.4.2.3 Removal of Obstructions: Remove boulders, logs, or any unforeseen obstacles encountered in excavating.

120-4.4.3 Rock Excavation: Clean all rock and other hard foundation material, remove all loose material, and cut all rock to a firm surface. Either level, step vertically and horizontally, or serrate the rock, as may be directed by the Engineer. Clean out all seams and fill them with concrete or mortar.

120-4.4.4 Pipe Trench Excavation: Excavate trenches for pipes to the elevation of the bottom of the pipe and to a width sufficient to provide adequate working room. Remove soil not meeting the classification specified as suitable backfill material in 120-8.3.2.2 to a depth of 4 inches below the bottom of the pipe elevation. Remove rock, boulders or other hard lumpy or unyielding material to a depth of 12 inches below the bottom of the pipe elevation. Remove

muck or other soft material to a depth necessary to establish a firm foundation. Where the soils permit, ensure that the trench sides are vertical up to at least the mid-point of the pipe.

For pipelines placed above the natural ground line, place and compact the embankment, prior to excavation of the trench, to an elevation at least 2 feet above the top of the pipe and to a width equal to four pipe diameters, and then excavate the trench to the required grade.

For pipe trenches utilizing trench boxes, ensure that the trench box used is of sufficient width to permit thorough tamping of bedding material under and around the pipes as specified in 125-8.1.6.

Do not disturb the installed pipe and its embedment when moving trench boxes. Move the trench box carefully to avoid excavated wall displacement or damage. As the trench box is moved, fill any voids left by the trench box and continuously place and compact the backfill material adjacent to and all along the side of the trench box walls to fill any voids created by the trench box.

120-5 Disposal of Surplus and Unsuitable Material.

120-5.1 Ownership of Excavated Materials: Take ownership of the materials and dispose them outside the right-of-way.

120-5.2 Placement of Muck on Side Slopes: As an exception to the provisions of 120-5.1, the Contractor may store muck (A-8 material) alongside the roadway, provided there is a clear distance of at least 6 feet between the roadway grading limits and the muck Do not store such material in a manner which will impede the inflow or outfall of any channel or side ditches. All stored materials that is not used for the final surface material must be disposed of outside the right-of-way.

120-5.3 Disposal of Paving Materials: Unless otherwise noted, take ownership of paving materials, such as paving brick, asphalt block, concrete slab, sidewalk, curb and gutter, etc., excavated in the removal of existing pavements, and dispose of them outside the right-of-way. Existing limerock base that is removed may be incorporated in the stabilized portion of the subgrade. If the construction sequence will allow, incorporate all existing limerock base into the project as allowed by the Contract Documents.

120-5.4 Disposal Areas: Where the Contract Documents require disposal of excavated materials outside the right-of-way, and the disposal area is not indicated in the Contract Documents, furnish the disposal area without additional compensation.

Provide areas for disposal of removed paving materials out of sight of the project and at least 300 feet from the nearest roadway right-of-way line of any road. If the materials are buried, disregard the 300-foot limitation.

120-6 Materials for Embankment.

120-6.1 General Requirements for Embankment Materials: Construct embankments using suitable materials excavated from the roadway or delivered to the jobsite from authorized borrow pits. Embankment material shall not contain muck, stumps, roots, brush, vegetable matter, rubbish, reinforcement bar or other material that does not compact into a suitable and enduring roadbed.

Remove all waste material designated as undesirable. Use material in embankment construction in accordance with Plan details or as the Engineer directs.

Construct the embankment using maximum particle sizes as follows:

1. In top 12 inches: 3-1/2 inches (in any dimension).

2. 12 to 24 inches: 6 inches (in any dimension).

3. In the depth below 24 inches: not to exceed 12 inches (in any dimension) or the compacted thickness of the layer being placed, whichever is less.

Spread all material so that the larger particles are separated from each other to minimize voids between them during compaction. Compact around these rocks in accordance with 120-9.2.

When and where approved by the Engineer, larger rocks (not to exceed 18 inches in any dimension) may be placed outside the 1:2 slope and at least 4 feet or more below the bottom of the base. Compact around these rocks to a firmness equal to that of the supporting soil. Where constructing embankments adjacent to bridge end bents or abutments, do not place rock larger than 3-½ inches in diameter within 3 feet of the location of any end-bent piling.

120-6.2 Use of Materials Excavated from the Roadway and Appurtenances: Assume responsibility for determining the suitability of excavated material for use on the project in accordance with the applicable Contract Documents. Consider the sequence of work and maintenance of traffic phasing in the determination of the availability of this material.

120-6.3 Authorization for Use of Borrow: Use borrow pit only when sufficient quantities of suitable material are not available from roadway and drainage excavation, to properly construct the embankment, subgrade, and shoulders, and to complete the backfilling of structures and pipe. Do not use borrow material until so ordered by the Engineer, and then only use material from approved borrow pits.

120-6.3.1 Haul Routes for Borrow Pits: Provide and maintain, at no expense to the Agency, all necessary roads for hauling the borrow material. Where borrow area haul roads or trails are used by others, do not cause such roads or trails to deteriorate in condition.

Arrange for the use of all non-public haul routes crossing the property of any railroad. Incur any expense for the use of such haul routes. Establish haul routes which will direct construction vehicles away from developed areas when feasible and keep noise from hauling operations to a minimum. Advise the Engineer in writing of all proposed haul routes.

120-6.3.2 Borrow Material for Shoulder Build-up: When so indicated in the Plans, furnish borrow material with a specific minimum bearing value, for building up of existing shoulders. Blend materials as necessary to achieve this specified minimum bearing value prior to placing the materials on the shoulders. Take samples of this borrow material at the pit or blended stockpile. Include all costs of providing a material with the required bearing value in the Contract unit price for borrow material.

120-6.4 Materials Used at Pipes, Culverts, etc.: Construct embankments over and around pipes, culverts, and bridge foundations with selected materials.

120-7 Embankment Construction.

120-7.1 General: Construct embankments in sections of not less than 300 feet in length or for the full length of the embankment. Do not construct another LOT over an untested LOT without the Engineer's approval in writing.

For construction of mainline pavement lanes, turn lanes, ramps, parking lots, concrete box culverts and retaining wall systems, a LOT is defined as a single lift of finished embankment not to exceed 500 feet.

For construction of shoulder-only areas, shared use paths, and sidewalks areas, a LOT is defined as a single lift of finished embankment not to exceed 2000 feet.

Isolated compaction operations will be considered as separate LOTs. For multiple phase construction, a LOT shall not extend beyond the limits of the phase.

120-7.2 Dry Fill Method:

120-7.2.1 General: Construct embankments to meet compaction requirements in 120-7 and in accordance with the acceptance program requirements in 120-10.

Construct embankment in the dry whenever normal dewatering equipment and methods can accomplish the needed dewatering.

120-7.2.1.1 Maximum Compacted Lift Thickness Requirements: Construct the embankment in successive layers with lifts up to a maximum listed in the table below based on the embankment material classification group.

Table 120-1			
Group	AASHTO Soil Class	Maximum Lift Thickness	Thick Lift Control Test Section Requirements
1	A-3	12 inches	Not Needed
	A-2-4 (No. 200 Sieve ≤ 15%)		
2	A-1	6 inches without Control Test Section	Maximum of 12 inches per 120-7.2.1.2
	A-2-4 (No. 200 Sieve > 15%)		
	A-2-5, A-2-6, A-2-7, A-4, A-5, A-6		
	A-7 (Liquid Limit < 50)		

120-7.2.1.2 Thick Lift Requirements: For embankment materials classified as Group 2 in Table 120-1 above, the option to perform thick lift construction in successive layers of not more than 12 inches compacted thickness may be used after meeting the following requirements:

1. Demonstrate the possession and control of compacting equipment sufficient to achieve density required by 120-10.5 for the full depth of a thicker lift.
2. Construct a test section of the length of one full LOT of not less than 500 feet.
3. Perform five tests at random locations within the test section.
   a. All five tests must meet the density required by 120-10.5.
   b. Identify the test section with the compaction effort and soil classification in the project's records.
4. Obtain Engineer's approval for the compaction effort after completing a successful test section.

In case of a change in compaction effort or soil classification, failing density test, construct a new test section. The Contractor may elect to place material in 6 inches compacted thickness at any time. Construct all layers approximately parallel to the centerline profile of the road.

The Engineer reserves the right to terminate the Contractor's use of thick lift construction. Whenever the Engineer determines that the Contractor is not achieving satisfactory results, revert to the 6-inch compacted lifts.

120-7.2.1.3 Equipment and Methods: Provide normal dewatering equipment including, but not limited to, surface pumps, sump pumps and trenching/digging machinery. Provide normal dewatering methods including, but not limited to, constructing shallow surface drainage trenches/ditches, using sand blankets, sumps, and siphons.

When normal dewatering does not adequately remove the water, the Engineer may require the embankment material to be placed in the water or in low swampy ground in accordance with 120-9.2.4.

120-7.2.2 Placing in Unstable Areas: When depositing the material in water, or in low swampy ground that will not support the weight of hauling equipment, construct the embankment by dumping successive loads in a uniformly distributed layer of a thickness not greater than necessary to support the hauling equipment while placing subsequent layers. Once sufficient material has been placed so that the hauling equipment can be supported, construct the remaining portion of the embankment in layers in accordance with the applicable provisions of 120-9.2.3 and 120-9.2.6.

120-7.2.3 Placing on Steep Slopes: When constructing an embankment on a hillside sloping more than 20 degrees from the horizontal, before starting the fill, deeply plow or cut into steps the surface of the original ground on which the embankment is to be placed.

120-7.2.4 Placing Outside Standard Minimum Slope: The standard minimum slope is defined as the plane described by a one (vertical) to two (horizontal) slope downward from the roadway shoulder point or the gutter line, in accordance with Standard Plans, Index 120-001 and 120-002. Where material that is unsuitable for normal embankment construction is to be used in the embankment outside the standard minimum slope, place such material in layers of not more than 18 inches in thickness, measured loose. The Contractor may also place material, which is suitable for normal embankment, outside such standard minimum slope in 18-inch layers. Maintain a constant thickness for suitable material placed within and outside the standard minimum slope, unless placing in a separate operation.

120-7.3 Hydraulic Method:

120-7.3.1 Method of Placing: When the hydraulic method is used, as far as practicable, place all dredged material in its final position in the embankment by such method. Place and compact any dredged material that is reworked or moved and placed in its final position by any other method, as specified in 120-9.2. Baffles or any other form of construction may be used if the slopes of the embankments are not steeper than indicated in the Plans. Remove all timber used for temporary bulkheads or baffles from the embankment and fill and thoroughly compact all voids. When placing fill on submerged land, construct dikes prior to beginning of dredging, and maintain the dikes throughout the dredging operation.

120-7.3.2 Excess Material: Do not use excess material placed outside the prescribed slopes, below the normal high-water level, to raise the fill. Remove only the portion of this material required for dressing the slopes.

120-7.3.3 Protection of Openings in Embankment: Maintain openings in the embankments at the bridge sites. Remove any material which invades these openings or existing channels without additional compensation to provide the same depth of channel as existed before the construction of the embankment. Do not excavate or dredge any material within 200 feet of the toe of the proposed embankment.

120-8 Backfilling Around Structures and Pipe.

120-8.1 Requirements for Structures and Pipes:

120-8-1.1 General: Backfill around structures and pipe in the dry whenever normal dewatering equipment and methods can accomplish the needed dewatering. A LOT is defined as one lift of backfill material placement, not to exceed 500 feet in length or a single run of pipe connecting two successive structures, whichever is less. Backfill for structures and pipe compacted in one operation will be considered as one LOT within the cover zone. Backfill around structures compacted separately from the pipe will be considered as separate LOTs. Backfill on each side of the pipe for the first lift will be considered a separate LOT. Backfill on opposite sides of the pipe for the remaining lifts will be considered separate LOTs, unless the same compaction effort is applied. Same compaction effort is defined as the same type of equipment (make and model) making the same number of passes on both sides of the pipe. For multiple phases of backfill, a LOT shall not extend beyond the limits of the phase.

When placing backfill within a trench box, each lift of backfill is considered a LOT. Placement of backfill within a trench box limits will be considered a complete operation before trench box is moved for next backfill operation. When the trench box is moved for next backfill operation this will start new LOTs for each lift. Follow the density testing frequency in 125-9.3.1.

129-8.1.2 Equipment and Methods: Provide normal dewatering equipment including, but not limited to, surface pumps, sump pumps, wellpoints and header pipe and trenching/digging machinery. Provide normal dewatering methods including, but not limited to, constructing shallow surface drainage trenches/ditches, using sand blankets, perforated pipe drains, sumps, and siphons.

120-8.1.3 Backfill Materials: Backfill to the original ground surface or subgrade surface of openings made for structures, with a sufficient allowance for settlement. The Engineer may require that the material used for this backfill be obtained from a source entirely apart from the structure.

Do not allow heavy construction equipment to cross over culvert or storm sewer pipes until placing and compacting backfill material to the finished earthwork grade or to an elevation at least 4 feet above the crown of the pipe.

120-8.1.4 Use of A-7 Material: In the backfilling of trenches, A-7 material may be used from a point 12 inches above the top of the pipe up to the elevation shown in the Standard Plans as the elevation for undercutting of A-7 material.

120-8.1.5 Time of Placing Backfill: Do not place backfill against any masonry or concrete abutment, wingwall, or culvert until the Engineer has given permission to do so, and in no case until the masonry or concrete has been in place seven days or until the specified 28-day compressive strength occurs.

120-8.1.6 Placement and Compaction: Place the material in horizontal layers not exceeding 6 inches compacted thickness in depth above water level, behind abutments, wingwalls and end bents or end rest piers, under the haunches of the pipes, around box culverts, and all structures including pipe culverts. When the backfill material is deposited in water, compact as specified in 125-8.2.5 and 125-8.3.4.

120-8.1.6.1 Thick Lift Requirements: The Contractor may elect to place material in thicker lifts of no more than 12 inches compacted thickness above the Soil Envelope if the embankment material is classified as Group 1 in the table below. If the embankment material is classified as Group 2 in the table below and the Contractor chooses to place material in thicker lifts of no more than 12 inches compacted thickness above the soil envelope, then the Contractor must demonstrate with a successful test section that density can be achieved. Thick

lift around structures is only allowed above the soil envelope of the connecting pipe. Notify the Engineer in writing prior to beginning construction of a test section. Construct a test section of the length of one LOT. Perform five quality control tests at random locations within the test section. All five tests must meet the density required by 120-9.2. Identify the test section with the compaction effort and soil classification in the project's records. In case of a change in compaction effort or soil classification, construct a new test section. When a test fails the requirements of 120-9.2, construct a new test section. The Contractor may elect to place material in 6 inches compacted thickness at any time.

<table>
<tr><td colspan="5">Table 120-2</td></tr>
<tr><td rowspan="2">Group</td><td rowspan="2">AASHTO Soil Class</td><td colspan="2">Maximum Lift Thickness</td><td colspan="2">Thick Lift Control Test Section Requirements</td></tr>
<tr><td>Within Cover Zone</td><td>Above Soil Envelope</td><td>Within Cover Zone</td><td>Above Soil Envelope</td></tr>
<tr><td rowspan="2">1</td><td>A-3</td><td rowspan="2">6 inches</td><td rowspan="2">12 inches</td><td rowspan="2">N/A</td><td rowspan="2">Not Needed</td></tr>
<tr><td>A-2-4 (No. 200 Sieve ≤ 15%)</td></tr>
<tr><td rowspan="4">2</td><td>A-1</td><td colspan="2" rowspan="4">6 inches without control test section</td><td rowspan="4">N/A</td><td rowspan="4">Maximum of 12 inches per 120-7.2.1.2</td></tr>
<tr><td>A-2-4 (No. 200 Sieve > 15%)</td></tr>
<tr><td>A-2-5, A-2-6, A-2-7, A-4, A-5, A-6</td></tr>
<tr><td>A-7 (Liquid Limit < 50)</td></tr>
</table>

120-8.2 Additional Requirements for Structures Other than Pipe:

120-8.2.1 Density: Where the backfill material is deposited in water, obtain a 12 inch layer of comparatively dry material, thoroughly compacted by tamping, before the Engineer verifies layer and density requirements. Meet the requirements of the density Acceptance Criteria.

120-8.2.2 Box Culverts: For box culverts over which pavement is to be constructed, compact around the structure to an elevation not less than 12 inches above the top of the structure, using rapid-striking mechanical tampers.

120-8.2.3 Other Limited Areas: Compact in other limited areas using mechanical tampers or approved hand tampers, until the cover over the structure is at least 12 inches thick. When hand tampers are used, deposit the materials in layers not more than 4 inches thick using hand tampers suitable for this purpose with a face area of not more than 100 in^2. Take special precautions to prevent any wedging action against the masonry, and step or terrace the slope bounding the excavation for abutments and wingwalls if required by the Engineer.

120-8.2.4 Culverts and Piers: Backfill around culverts and piers on both sides simultaneously to approximately the same elevation.

120-8.2.5 Compaction Under Wet Conditions: Where wet conditions do not permit the use of mechanical tampers, compact using hand tampers. Use only A-3 material for the hand tamped portions of the backfill. When the backfill has reached an elevation and condition such as to make the use of the mechanical tampers practical, perform mechanical

tamping in such manner and to such extent as to transfer the compaction force into the sections previously tamped by hand.

120-8.3 Additional Requirements for Pipe Greater than 12 Inches Inside Diameter:

120-8.3.1 General: Trenches for pipe may have up to four zones that must be backfilled.

Lowest Zone: The lowest zone is backfilled for deep undercuts up to within 4 inches of the bottom of the pipe.

Bedding Zone: The zone above the Lowest Zone is the Bedding Zone. Usually, it will be the backfill which is the 4 inches of soil below the bottom of the pipe. When rock or other hard material has been removed to place the pipe, the Bedding Zone will be the 12 inches of soil below the bottom of the pipe.

Cover Zone: The next zone is the backfill that is placed after the pipe has been laid and will be called the Cover Zone. This zone extends to 12 inches above the top of the pipe. The Cover Zone and the Bedding Zone are considered the Soil Envelope for the pipe.

Top Zone: The Top Zone extends from 12 inches above the top of the pipe to the base or final grade.

120-8.3.2 Material:

120-8.3.2.1 Lowest Zone: Backfill areas undercut below the Bedding Zone of a pipe with coarse sand, or other suitable granular material, obtained from the grading operations on the project, or a commercial material if no suitable material is available.

120-8.3.2.2 Soil Envelope: In both the Bedding Zone and the Cover Zone of the pipe, backfill with materials classified as A-1, A-2, or A-3. Material classified as A-4 may be used if the pipe is concrete pipe.

120-8.3.2.3 Top Zone: Backfill the area of the trench above the soil envelope of the pipe with materials allowed on Standard Plans, Index 120-001.

120-8.3.3 Compaction:

120-8.3.3.1 Lowest Zone: Compact the soil in the Lowest Zone to approximately match the density of the soil in which the trench was cut.

120-8.3.3.2 Bedding Zone: If the trench was not undercut below the bottom of the pipe, loosen the soil in the bottom of the trench immediately below the approximate middle third of the outside diameter of the pipe.

If the trench was undercut, place the bedding material and leave it in a loose condition below the middle third of the outside diameter of the pipe. Compact the outer portions to meet the density requirements of the Acceptance Criteria. Place the material in lifts no greater than 6 inches (compacted thickness).

120-8.3.3.3 Cover Zone: Place the material in 6 inches layers (compacted thickness), evenly deposited on both sides of the pipe, and compact with mechanical tampers suitable for this purpose. Hand tamp material below the pipe haunch that cannot be reached by mechanical tampers. Meet the requirements of the density Acceptance Criteria.

120-8.3.3.4 Top Zone: Place the material in layers not to exceed 12 inches in compacted thickness. Meet the requirements of the density acceptance criteria.

120-8.3.4 Backfill Under Wet Conditions: Where wet conditions are such that dewatering by normal pumping methods would not be effective, the procedure outlined below may be used when specifically authorized by the Engineer in writing.

Granular material may be used below the elevation at which mechanical tampers would be effective, but only material classified as A-3. Place and compact the material

using timbers or hand tampers until the backfill reaches an elevation such that its moisture content will permit the use of mechanical tampers. When the backfill has reached such elevation, use normally acceptable backfill material. Compact the material using mechanical tampers in such manner and to such extent as to transfer the compacting force into the material previously tamped by hand.

The Engineer may permit the use of coarse aggregate below the elevation at which mechanical tampers would be effective. Use coarse aggregate from approved sources for Aggregate Size Number 89, 8, 78, 7, 68, 6, or 57. Place the coarse aggregate such that it will be stable and firm. Fully wrap the aggregate with an appropriate geosynthetic filter fabric, as specified by the Engineer. Do not place coarse aggregate within 4 feet of the ends of the trench or ditch. Use normally accepted backfill material at the ends.

120-9 Compaction Requirements.

120-9.1 Moisture Content: Compact the materials at a moisture content such that the specified density can be attained. If necessary, add water to the material, or lower the moisture content by manipulating the material or allowing it to dry, as is appropriate, to attain the specified density.

120-9.2 Compaction of Embankments:

120-9.2.1 Earthwork Category 1 and 2 Density Requirements: The Engineer will accept a minimum density of 95% of the maximum density as determined by FM 1-T099 for all earthwork items requiring densities.

120-9.2.2 Earthwork Category 3 Density Requirements: The Engineer will accept a minimum of 100% of the maximum density as determined by FM 1-T099 for all densities required under category 3. Except for embankments constructed by the hydraulic method as specified in 120-7.3, and for the material placed outside the standard minimum slope as specified in 120-7.2.4, and for other areas specifically excluded herein, compact each layer of the material used in the formation of embankments to the required density stated above. Uniformly compact each layer using equipment that will achieve the required density, and as compaction operations progress, shape and manipulate each layer as necessary to ensure uniform density throughout the embankment.

120-9.2.3 Compaction Over Unstable Foundations: Where the embankment material is deposited in water or on low swampy ground, and in a layer thicker than 12 inches (as provided in 120-7.2.2), compact the top 6 inches (compacted thickness) of such layer to the density as specified in 120-10.5.

120-9.2.4 Compaction Where Plastic Material Has Been Removed: Where unsuitable material is removed and the remaining surface is of soil classifications A-4, A-5, A-6, or A-7 per AASHTO M145, as determined by the Engineer, compact the surface of the excavated area by rolling with a sheepsfoot roller exerting a compression of at least 250 psi on the tamper feet, for the full width of the roadbed (subgrade and shoulders). Perform rolling before beginning any backfill and continue until the roller feet do not penetrate the surface more than 1 inch. Do not perform such rolling where the remaining surface is below the normal water table and covered with water. Vary the procedure and equipment required for this operation at the discretion of the Engineer.

120-9.2.5 Compaction for Pipes, Culverts, etc.: Compact the backfill of trenches to the densities specified for embankment or subgrade, as applicable, and in accordance with the requirements of this section.

Thoroughly compact embankments over and around pipes, culverts, and bridges in a manner which will not place undue stress on the structures, and in accordance with the requirements of this section.

120-9.2.6 Compaction of Grassed Shoulder Areas: For the upper 6-inch layer of all shoulders which are to be grassed, since no specific density is required, compact only to the extent needed for planting.

120-9.2.7 Compaction of Grassed Embankment Areas: For the outer layer of all embankments where plant growth will be established, do not compact. Leave this layer in a loose condition to a minimum depth of 6 inches for the subsequent seeding or planting operations.

120-9.3 Compaction of Subgrade: If the plans do not provide for stabilizing, compact the subgrade in both cuts and fills to the density specified in 120-10.5. For cut areas, determine Standard Proctor Maximum Density in accordance with FM 1-T099 at a frequency of one per mile or when there is a change in soil type, whichever occurs first. For undisturbed soils, do not apply density requirements where constructing paved shoulders is 5 feet or less in width.

Where trenches for widening strips are not of sufficient width to permit the use of standard compaction equipment, perform compaction using vibratory rollers, trench rollers, or other type compaction equipment approved by the Engineer.

Maintain the required density until the base or pavement is placed on the subgrade.

120-10 Acceptance Program.

120-10.1 Density over 105%: When a computed dry density results in a value greater than 105% of the applicable Proctor maximum dry density, the Engineer will perform a second density test within 5 feet. If the second density results in a value greater than 105%, investigate the compaction methods, examine the applicable Maximum Density and material description. If necessary, the Engineer will test an additional sample for acceptance in accordance with FM 1-T099.

120-10.2 Maximum Density Determination: The Engineer will determine the maximum density and optimum moisture content by sampling and testing the material in accordance with the specified test method listed in 120-10.3.

120-10.3 Density Testing Requirements: Compliance with the requirements of 120-10.5 will be determined in accordance FM 1-T 238. The in-place moisture content will be determined for each density in accordance with FM 5-507 (Determination of Moisture Content by Means of a Calcium Carbide Gas Pressure Moisture Tester), or ASTM D 4643 (Laboratory Determination of Moisture Content of Granular Soils by Use of a Microwave Oven).

120-10.4 Soil Classification and Organic Content: The Engineer will perform soil classification tests in accordance with AASHTO T88, T89, T90, and FM 1-T267. The Engineer will classify soils in accordance with AASHTO M-145 in order to determine compliance with embankment utilization requirements. The Engineer will verify the organic content test with the criteria specified in Standard Plans, Index 120-001.

120-10.5 Acceptance Criteria: The Engineer will accept a minimum density in accordance with 120-9.2 with the following exceptions:

1) embankment constructed by the hydraulic method as specified in 120-7.3;
2) material placed outside the standard minimum slope as specified in 120-7.2.4;
3) other areas specifically excluded herein.

120-10.6 Frequency: The Engineer will conduct sampling and testing at a minimum frequency listed in the table below.

Test Name	Frequency
Proctor Maximum Density	One per soil type
Density	1 per LOT (Alternate Lift)
Soil Classification and Organic Content	One per Maximum Density

120-11 Maintenance and Protection of Work.

While construction is in progress, always maintain adequate drainage for the roadbed. Maintain a shoulder at least 3 feet wide adjacent to all pavement or base construction to provide support for the edges.

Maintain and protect all earthwork construction throughout the life of the Contract and take all reasonable precautions to prevent loss of material from the roadway due to the action of wind or water. Repair any slides, washouts, settlement, subsidence, or other mishap which may occur prior to final acceptance of the work. Maintain all channels excavated as a part of the Contract work against natural shoaling or other encroachments to the lines and grades shown in the Plans, until final acceptance of the project.

120-12 Construction.

120-12.1 Construction Tolerances: Shape the surface of the earthwork to conform to the lines and grades shown in the Plans. In final shaping of the surface of earthwork, maintain a tolerance of 0.3 foot above or below the finished graded surface with the following exceptions:

1. Shape the surface of shoulders to within 0.1 foot of the finished graded surface.
2. Shape the earthwork to match adjacent pavement, curb, sidewalk, structures, etc.
3. Shape the bottom of ditches so that the ditch impounds no water.
4. When the work does not include construction of base or pavement, shape the entire roadbed (shoulder point to shoulder point) to within 0.1 foot above or below the Plan finished graded surface.

Ensure that the shoulder lines do not vary horizontally more than 0.3 foot from the true lines shown in the Plans.

120-12.2 Operations Adjacent to Pavement: Carefully dress areas adjacent to pavement areas to avoid damage to such pavement. Complete grassing of shoulder areas prior to placing the final wearing course. Do not manipulate any embankment material on a pavement surface.

When shoulder dressing is underway adjacent to a pavement lane being used to maintain traffic, exercise extreme care to avoid interference with the safe movement of traffic.

120-13 Method of Measurement.

120-13.1 Excavation: Excavation will be paid for by volume, in cubic yards, calculated by the method of average end areas, unless the Engineer determines that another method of calculation will provide a more accurate result. The material will be measured in its original position by field survey or by photogrammetric means as designated by the Engineer. Measurement for payment will include the excavation of unsuitable material, lateral ditch excavation, channel excavation, and excavation for structures and pipe. Payment will not be

made for excavation or embankment beyond the limits shown in the plans or authorized by the Engineer.

120-13.2 Embankment: Measurement will be made on a loose volume basis, as measured in trucks or other hauling equipment at the point of dumping on the road. Payment will not be made for embankment beyond the limits shown in the plans or authorized by the Engineer.

120-14 Basis of Payment.

120-14.1 General: Prices and payments for the work items included in this Section will be full compensation for all work described herein, including excavating, dredging, pumping, hauling, placing, and compacting; dressing the surface of the earthwork; and maintaining and protecting the complete earthwork.

120-14.2 Excavation: The total quantity of all excavation specified under this Section will be paid for at the Contract unit price for Excavation. No payment will be made for the excavation of any materials which are used for purposes other than those shown in the plans or designated by the Engineer. No payment will be made for materials excavated outside the lines and grades given by the Engineer, unless specifically authorized by the Engineer.

120-14.3 Embankment: The total quantity of embankment specified in this Section will be paid for at the Contract unit price for embankment. No payment will be made for materials which are used for purposes other than those shown in the plans or designated by the Engineer. No payment will be made for materials placed outside the lines and grades given by the Engineer.

334 ASPHALT CONCRETE FOR LAP (CLASS - D).
(REV 3-2-22) (FA 7-2-21) (FY 2023-24)

SECTION 334 is deleted and the following substituted:

SECTION 334
ASPHALT CONCRETE FOR LAP (OFF-SYSTEM)

334-1 Description.

334-1.1 General: Construct an Asphalt Concrete pavement based on the type of work specified in the Contract and the Asphalt Work Categories as defined below. Meet the applicable requirements for plants, equipment, and construction requirements as defined below. Use an asphalt concrete mix that meets the requirements of this specification.

334-1.2 Asphalt Work Mix Categories: Construction of Asphalt Concrete Pavement will fall into one of the following work categories:

334-1.2.1 Asphalt Work Category 1: Includes the construction of bike paths and miscellaneous asphalt.

334-1.2.2 Asphalt Work Category 2: Includes the construction of new turn lanes, paved shoulders and other non-mainline pavement locations.

334-1.2.3 Asphalt Work Category 3: Includes the construction of new mainline pavement lanes, milling and resurfacing.

334-1.3 Mix Types: Use the appropriate mix type as shown in Table 334-1.

Table 334-1
Mix Types

Asphalt Work Category	Mix Types	Traffic Level	ESALs (millions)
1	Type SP-9.5(1)	A	<0.3
2	Structural Mixes: Types SP-9.5 or SP-12.5(1) Friction Mixes: Types FC-9.5 or FC-12.5(1)	B	0.3 to <3
3	Structural Mixes: Types SP-9.5 or SP-12.5 Friction Mixes: Types FC-9.5 or FC-12.5	C	≥3

(1) Equivalent mixes may be approved as determined by the Engineer. For example, Marshall S-III mixture type is equivalent to Superpave SP-9.5, Marshall S-I is equivalent to Superpave SP-12.5, and Marshall FC-3 is equivalent to Superpave FC-9.5.

For a Traffic Level A mixture, meet the mix design criteria for a Traffic Level B mixture and for a Traffic Level D mixture meet the mix design criteria for a Traffic Level E mixture.

At no additional cost to the Department, for a Type SP mix the following Traffic Level substitutions are allowed:

Traffic Level E can be substituted for Traffic Level D.
Traffic Level D or E can be substituted for Traffic Level C.
Traffic Level C can be substituted for Traffic Level B.

Traffic Level B or C can be substituted for Traffic Level A.

334-1.4 Gradation Classification: Asphalt concrete mixtures are classified as fine and are defined in Standard Specification 334-3.2.2.

The equivalent AASHTO nominal maximum aggregate size Superpave mixes are as follows:

Type SP-9.5, FC-9.5 ..... 9.5 mm
Type SP-12.5, FC-12.5 ..... 12.5 mm

334-1.5 Thickness: The total pavement thickness of the asphalt concrete pavement layers will be the plan thickness as shown in the Contract Documents. Before paving, propose a thickness for each individual layer meeting the requirements of this specification, which when combined with other layers (as applicable) will equal the plan thickness. For construction purposes, the plan thickness and individual layer thickness will be converted to spread rate using the following equation:

$$\text{Spread rate (lbs/yd}^2\text{)} = t \times G_{mm} \times 43.3$$

where: t = Thickness (in.) (Plan thickness or individual layer thickness)
G_{mm} = Maximum specific gravity from the mix design

For target purposes only, spread rate calculations shall be rounded to the nearest whole number.

334-1.5.1 Layer Thicknesses: Unless otherwise called for in the Contract Documents, the allowable layer thicknesses for asphalt concrete mixtures are as follows:

Type SP-9.5, FC-9.5 ..... 1 to 1-1/2 inches
Type SP-12.5..... 1-1/2 to 3 inches
Type FC-12.5 ..... 1-1/2 to 2-1/2 inches

334-1.5.2 Additional Requirements: The following requirements also apply to asphalt Concrete mixtures:

1. When construction includes the paving of adjacent shoulders (less than or equal to 5 feet wide), the layer thickness for the upper pavement layer and shoulder shall be the same and paved in a single pass, unless otherwise called for in the Contract Documents.

2. For overbuild layers, use the minimum and maximum layer thicknesses as specified above unless called for differently in the Contract Documents. On variable thickness overbuild layers, the minimum and maximum allowable thicknesses will be as specified below, unless called for differently in the Contract Documents.

Type SP-9.5..... 3/8 to 2 inches
Type SP-12.5..... 1/2 to 3 inches
Type SP-19.0..... 1-1/2 to 4 inches

3. Variable thickness overbuild layers constructed using a Type SP-9.5 or SP-12.5 mixtures may be tapered to zero thickness provided the contract documents require a minimum of 1-1/2 inches of dense-graded mix placed over the variable thickness overbuild layer.

334-1.6 Weight of Mixture: The weight of the mixture shall be determined as provided in 320-3.2 of the Florida Department of Transportation (FDOT) specifications.

334-2 Materials.

334-2.1 Superpave Asphalt Binder: Unless specified elsewhere in the Contract Documents, use an asphalt binder grade as determined from Table 334-2. If the Contract calls for an alternative binder, meet the requirements of FDOT Specification 916.

334-2.2 Aggregate: Use aggregate capable of producing a quality pavement. Size, grade and combine the aggregate fractions to meet the grading and physical properties of the mix design. Aggregates from various sources may be combined.

For Type FC mixes, use an aggregate blend that consists of approved friction course aggregates that consists of crushed granite, crushed granitic gneiss, crushed limestone, crushed shell rock, or a combination of the above. As an exception, mixes that contain a minimum of 60% of approved friction course aggregates of crushed granite and/or crushed gneiss may either contain: up to 40% fine aggregate from other sources of aggregate not approved for friction courses or a combination of up to 20% RAP and the remaining fine aggregate from other sources of aggregate not approved for friction courses. Mixtures utilizing High Polymer (HP) binder are not allowed to contain RAP.

A list of aggregates approved for use in friction courses may be available on the FDOT's State Materials Office website. The URL for obtaining this information, if available, is: https://mac.fdot.gov/.

334-2.3 Reclaimed Asphalt Pavement (RAP) Material:

334-2.3.1 General requirements: RAP may be used as a component of the asphalt mixture subject to the following requirements:

1. Limit the amount of RAP material used in the mix to a maximum of 50% by weight of total aggregate.

2. Assume full responsibility for the design, production and construction of asphalt mixes which incorporate RAP as a component material.

3. Provide stockpiled RAP material that is reasonably consistent in characteristics and contains no aggregate particles which are soft or conglomerates of fines.

4. Provide RAP material having a minimum average asphalt content of 4.0% by weight of total mix. As an exception, when using fractionated RAP, the minimum average asphalt binder content for the coarse portion of the RAP shall be 2.5% by weight of the coarse portion of the RAP. The coarse portion of the RAP shall be the portion of the RAP retained on the No. 4 sieve. The Engineer may sample the stockpile to verify that this requirement is met.

4. When using RAP as a component material, prevent any oversized RAP from being incorporated into the completed mixture by the use of a grizzly or grid over the RAP bin; in-line roller or impact crusher; screen; or other suitable means. If oversized RAP material appears in the completed recycled mix, take the appropriate corrective action immediately. If the appropriate corrective actions are not immediately taken, stop plant operations.

334-2.3.2 Material Characterization: Assume responsibility for establishing the asphalt binder content, gradation, viscosity and bulk specific gravity (G_{sb}) of the RAP material based on a representative sampling of the material.

334-2.3.3 Asphalt Binder for Mixes with RAP: Select the appropriate asphalt binder grade based on Table 334-2

Table 334-2 Asphalt Binder Grade for Mixes Containing RAP	
Percent RAP	Asphalt Binder Grade
0 - 15	PG 67-22
16 - 30	PG 58-22
≥ 30	PG 52-28

334-3 Composition of Mixture.

334-3.1 General: Compose the asphalt mixture using a combination of aggregate (coarse, fine or mixtures thereof), mineral filler, if required, and asphalt binder material. Size, grade and combine the aggregate fractions to meet the grading and physical properties of the mix design. Aggregates from various sources may be combined.

334-3.2 Mix Design:

334-3.2.1 General: Design the asphalt mixture in accordance with AASHTO R 35, except as noted herein. Submit the proposed mix design with supporting test data indicating compliance with all mix design criteria to the Engineer. Prior to the production of any asphalt mixture, obtain the Engineer's conditional approval of the mix design. If required by the Engineer, send representative samples of all component materials, including asphalt binder to a laboratory designated by the Engineer for verification. As an exception to these requirements, use a currently approved FDOT Mix Design.

The Engineer will consider any marked variations from original test data for a mix design or any evidence of inadequate field performance of a mix design as sufficient evidence that the properties of the mix design have changed, and at his/her discretion, the Engineer may no longer allow the use of the mix design.

334-3.2.2 Mixture Gradation Requirements: Combine the coarse and fine aggregate in proportions that will produce an asphalt mixture meeting all of the requirements defined in this specification and conform to the gradation requirements at design as defined in AASHTO M 323. Aggregates from various sources may be combined.

334-3.2.2.1 Mixture Gradation Classification: Plot the combined mixture gradation on an FHWA 0.45 Power Gradation Chart. Include the Control Points from AASHTO M, as well as the Primary Control Sieve (PCS) Control Point from AASHTO M. Fine mixes are defined as having a gradation that passes above the primary control sieve control point and above the maximum density line for all sieve sizes smaller than the primary control sieve and larger than the No. 30 sieve. Use only fine mixes.

334-3.2.3 Gyratory Compaction: Compact the design mixture in accordance with AASHTO T 312, with the following exception: use the number of gyrations at N_{design} as defined in Standard Specification Table 334-4. Measure the inside diameter of gyratory molds in accordance with AASHTO T 312.

334-3.2.4 Design Criteria: Meet the requirements for nominal maximum aggregate size as defined in AASHTO M, as well as for relative density, VMA, VFA, and dust-to-binder ratio as specified in AASHTO M 323. $N_{initial}$ and $N_{maximum}$ requirements are not applicable.

334-3.2.5 Moisture Susceptibility:

1. For all traffic levels, use a liquid anti-strip agent listed on the APL at the specified dosage rate. Hydrated lime may be used instead of the liquid anti-strip agent.

2. Provide a mixture having a retained tensile strength ratio of at least 0.80 and a minimum tensile strength (unconditioned) of 100 psi in accordance with FM 1-T 283.

334-3.2.6 Additional Information: In addition to the requirements listed above, provide the following information on each mix design:

1. The design traffic level and the design number of gyrations (N_{design}).

2. The source and description of the materials to be used.

3. The Department source number and the FDOT product code of the aggregate components furnished from an FDOT approved source (if required).

4. The gradation and proportions of the raw materials as intended to be combined in the paving mixture. The gradation of the component materials shall be representative of the material at the time of use. Compensate for any change in aggregate gradation caused by handling and processing as necessary.

5. A single percentage of the combined mineral aggregate passing each specified sieve. Degradation of the aggregate due to processing (particularly material passing the No. 200 sieve) should be accounted for and identified.

6. The bulk specific gravity (G_{sb}) value for each individual aggregate and RAP component, as identified in the Department's aggregate control program.

7. A single percentage of asphalt binder by weight of total mix intended to be incorporated in the completed mixture, shown to the nearest 0.1%.

8. A target temperature for the mixture at the plant (mixing temperature) and a target temperature for the mixture at the roadway (compaction temperature). Do not exceed a target temperature of 340°F for High Polymer asphalt binders, 330°F for PG 76-22 asphalt binders, and 315°F for unmodified asphalt binders.

9. Provide the physical properties at the optimum asphalt content, which must conform to all specified requirements.

10. The name of the Construction Training Qualification Program (CTQP) mix designer.

11. The ignition oven and maximum specific gravity (Gmm) calibration factors.

12. The warm mix technology, if used.

334-4 Producer Process Control (PC).

Assume full responsibility for controlling all operations and processes such that the requirements of these Specifications are met at all times. Perform any tests necessary at the plant and roadway for process control purposes.

334-5 General Construction Requirements.

334-5.1 Weather Limitations: Do not transport asphalt mix from the plant to the roadway unless all weather conditions are suitable for the laying operations.

334-5.2 Limitations of Paving Operations:

334-5.2.1 General: Place the mixture only when the surface upon which it is to be placed has been previously prepared, is intact, firm, dry, clean, and the tack or prime coat, with acceptable spread rate, is properly broken or cured. Do not place friction course until the adjacent shoulder area has been dressed and grassed.

334-5.2.2 Ambient Air Temperature: Place the mixture only when the air temperature in the shade and away from artificial heat meets the requirements of Table 334-3.

The minimum ambient temperature requirement may be reduced by 5ºF when using warm mix technology, if mutually agreed to by both the Engineer and the Contractor.

Table 334-3 Ambient Air Temperature Requirements for Paving	
Layer Thickness or Asphalt Binder Type	Minimum Temperature (°F)
≤ 1 inch	50
Any mixture > 1 inch containing a PG asphalt binder with a high temperature designation ≥ 76°C	45
Any mixture > 1 inch containing a PG asphalt binder with a high temperature designation < 76°C	40
FC-5[(1)]	65
[(1)] As an exception, place the mixture at temperatures no lower than 60ºF, only when approved by the Engineer based on the Contractor's demonstrated ability to achieve a satisfactory surface texture and appearance of the finished surface. For mixtures containing PG 76-22 binder, the minimum ambient temperature may be further reduced to 55ºF when using warm mix technology, if agreed to by both the Engineer and the Contractor.	

334-5.3 Mix Temperature: Heat and combine the ingredients of the mix in such a manner as to produce a mixture with a temperature at the plant and at the roadway, within a range of plus or minus 30ºF from the target temperature as shown on the mix design. Reject all loads outside of this range. Reject any load or portion of a load of asphalt mix at the plant or at the roadway with a temperature outside of its respective master range shown in Table334-4. Notify the Engineer of the rejection immediately.

Table 334-4 Mix Temperature Master Range Tolerance	
Location	Acceptable Temperature Tolerance
Plant	Mixing Temperature ±30 F
Roadway (mix in truck)	Compaction Temperature ±30°F

334-5.4 Transportation of the Mixture: Transport the mixture in trucks of tight construction, which prevents the loss of material and the excessive loss of heat and previously cleaned of all foreign material. After cleaning, thinly coat the inside surface of the truck bodies with soapy water or an asphalt release agent as needed to prevent the mixture from adhering to the beds. Do not allow excess liquid to pond in the truck body. Do not use a release agent that will contaminate, degrade, or alter the characteristics of the asphalt mix or is hazardous or detrimental to the environment. Petroleum derivatives (such as diesel fuel), solvents, and any product that dissolves asphalt are prohibited. Provide each truck with a tarpaulin or other waterproof cover mounted in such a manner that it can cover the entire load when required. When in place, overlap the waterproof cover on all sides so that it can be tied down. Cover each load during cool and cloudy weather and at any time it appears rain is likely during transit with a tarpaulin or waterproof cover. Cover and tie down all loads of friction course mixtures.

334-5.5 Surface Preparation:

334-5.5.1 Cleaning: Before placing the mixture, clean the surface of the base or underlying pavement of all loose and deleterious material by the use of power brooms or blowers, supplemented by hand brooming where necessary.

334-5.5.2 Patching and Leveling Courses: As shown in the plans, bring the existing surface to proper grade and cross-section by the application of patching or leveling courses.

334-5.5.3 Application over Surface Treatment: Where an asphalt mix is to be placed over a surface treatment, sweep and dispose of all loose material from the paving area.

334-5.5.4 Tack Coat: Use a rate of application as defined in Table 334-5. Control application rate within plus or minus 0.01 gallon per square yard of the target application rate. The target application rate may be adjusted by the Engineer to meet specific field conditions. Determine the rate of application as needed to control the operation. When using PG 52-28, multiply the target rate of application by 0.6.

Table 300-2
Tack Coat Application Rates

Asphalt Mixture Type	Underlying Pavement Surface	Target Tack Rate (gal/yd^2)[1]
Base Course, Structural Course, Dense-Graded Friction Course, Open-Graded Friction Course	Newly Constructed Asphalt Layers	0.06
	Milled Asphalt Pavement Surface, Oxidized and Cracked Asphalt Pavement, Concrete Pavement	0.09

Note 1: Target tack application rates greater than those specified may be used upon approval of the Engineer.

When using a meter to control the tack or prime application rate, manually measure the volume in the tank at the beginning and end of the application area for a specific target application rate. Perform this operation at a minimum frequency of once per production shift. Resolve any differences between the manually measured method and the meter to ensure the target application rate is met in accordance with this Section. Adjust the application rate if the manually measured application rate is greater than plus or minus 0.01 gallons per square yard when compared to the target application rate.

334-5.5.5 Curing and Time of Application: Apply tack coat sufficiently in advance of placing bituminous mix to permit drying, but do not apply tack coat so far in advance that it might lose its adhesiveness as a result of being covered with dust or other foreign material.

334-5.5.6 Protection: Keep the tack coat surface free from traffic until the subsequent layer of bituminous hot mix has been laid.

334-6 Placing Mixture:

334-6.1 Alignment of Edges: Place all asphalt mixtures by the stringline method to obtain an accurate, uniform alignment of the pavement edge. As an exception, pavement edges adjacent to curb and gutter or other true edges do not require a stringline. Control the unsupported pavement edge to ensure that it will not deviate from the stringline more than plus or minus 1.5 inches.

334-6.2 Rain and Surface Conditions: Immediately cease transportation of asphalt mixtures from the plant when rain begins at the roadway. Do not place asphalt mixtures while

rain is falling, or when there is water on the surface to be covered. Once the rain has stopped, standing water has been removed from the tacked surface to the satisfaction of the Engineer, and the temperature of the mixture caught in transit still meets the requirements as specified in 334-5.3, the Contractor may then place the mixture caught in transit.

334-6.3 Checking Depth of Layer: Check the depth of each layer at frequent intervals to ensure a uniform spread rate that will meet the requirements of the Contract.

334-6.4 Hand Work: In limited areas where the use of the paver is impossible or impracticable, the Contractor may place the mixture by hand.

334-6.5 Spreading and Finishing: Upon arrival, dump the mixture in the approved paver, and immediately spread and strike-off the mixture to the full width required, and to such loose depth for each course that, when the work is completed, the required weight of mixture per square yard, or the specified thickness, is secured. Carry a uniform amount of mixture ahead of the screed at all times.

334-6.6 Thickness Control: Ensure the spread rate is within 5% of the target spread rate, as indicated in the Contract. When determining the spread rate, use, at a minimum, an average of five truckloads of mix and at a maximum, an average of 10 truckloads of mix. When the average spread rate is beyond plus or minus 5% of the target spread rate, monitor the thickness of the pavement layer closely and adjust the construction operations.

When the average spread rate for two consecutive days is beyond plus or minus 5% of the target spread, stop the construction operation at any time until the issue is resolved.

The Engineer will allow a maximum deficiency from the specified spread rate for the total thickness as follows:

1. For pavement of a specified thickness of 2-1/2 inches or more: 50 pounds per square yard.
2. For pavement of a specified thickness of less than 2-1/2 inches: 25 pounds per square yard.

Address the unacceptable pavement in accordance with 334-5.10.4, unless an alternative approach is agreed upon by the Engineer.

334-6.7 Leveling Courses:

334-6.7.1 Patching Depressions: Before spreading any leveling course, fill all depressions in the existing surface as shown in the plans.

334-6.7.2 Spreading Leveling Courses: Place all courses of leveling with an asphalt paver or by the use of two motor graders, one being equipped with a spreader box. Other types of leveling devices may be used upon approval by the Engineer.

334-6.7.3 Rate of Application: When using Type SP-9.5 (fine graded) for leveling, do not allow the average spread of a layer to be less than 50 pounds per square yard or more than 75 pounds per square yard. The quantity of mix for leveling shown in the plans represents the average for the entire project; however, the Contractor may vary the rate of application throughout the project as directed by the Engineer. When leveling in connection with base widening, the Engineer may require placing all the leveling mix prior to the widening operation.

334-6.8 Compaction: For each paving or leveling train in operation, furnish a separate set of rollers, with their operators.

When density testing for acceptance is required, select equipment, sequence, and coverages of rolling to meet the specified density requirement. Regardless of the rolling

procedure used, complete the final rolling before the surface temperature of the pavement drops to the extent that effective compaction may not be achieved or the rollers begin to damage the pavement.

No vibratory compaction in the vertical direction will be allowed for layers one inch or less in thickness or, if the Engineer or Contract Documents limit compaction to the static mode only. Compact these layers in the static mode only. Other non-vertical vibratory modes of compaction will be allowed, if approved by the Engineer; however, no additional compensation, cost or time, will be made.

When density testing for acceptance is not required, use a rolling pattern approved by the Engineer.

Use hand tamps or other satisfactory means to compact areas which are inaccessible to a roller, such as areas adjacent to curbs, headers, gutters, bridges, manholes, etc.

334-6.9 Joints.

334-6.9.1 Transverse Joints: Construct smooth transverse joints, which are within 3/16 inch of a true longitudinal profile when measured with a 15 foot manual straightedge. The Engineer may waive straightedge requirements for transverse joints at the beginning and end of the project, at the beginning and end of bridge structures, at manholes, and at utility structures if the deficiencies are caused by factors beyond the control of the Contractor such as no milling requirement, as determined by the Engineer. When smoothness requirements are waived, construct a reasonably smooth transitional joint.

334-6.9.2 Longitudinal Joints:. Place each layer of pavement so all longitudinal construction joints are offset 6 to 12 inches laterally between successive layers. Plan offsets in advance so the longitudinal joints of the friction course are not in wheel path areas. The longitudinal joints for friction course layers should be within 6 inches of the lane edge or at the center of the lane. The Engineer may waive these requirements where offsetting is not feasible due to the sequence of construction.

334-6.10 Surface Requirements: Construct a smooth pavement with good surface texture and the proper cross-slope.

334-6.10.1 Texture of the Finished Surface of Paving Layers: Produce a finished surface of uniform texture and compaction with no pulled, torn, raveled, crushed or loosened portions and free of segregation, bleeding, flushing, sand streaks, sand spots, or ripples. Correct any area of the surface that does not meet the foregoing requirements in accordance with 334-6.10.4.

334-6.10.2 Cross Slope: Construct a pavement surface with cross slopes in compliance with the requirements of the Contract Documents. Furnish a four-foot-long electronic level accurate to 0.1 degree, approved by the Engineer for the control of cross slope. Make this electronic level available at the jobsite at all times during paving operations.

334-6.10.3 Pavement Smoothness: Construct a smooth pavement meeting the requirements of this Specification. Furnish a 15 foot manual and a 15 foot rolling straightedge meeting the requirements of FM 5-509. Obtain a smooth surface on all pavement courses placed, and then straightedge all layers as required by this Specification.

334-6.10.3.1 Straightedge Testing:

334-6.10.3.1.1 Acceptance Testing: Using a rolling straightedge, test the final (top) layer of the pavement. Test all pavement lanes where the width is constant using a rolling straightedge and document all deficiencies on a form approved by the Engineer.

Notify the Engineer of the location and time of all straightedge testing a minimum of 48 hours before beginning testing.

334-6.10.3.1.2 Final (Top) Pavement Layer: At the completion of all paving operations, straightedge the final (top) layer either behind the final roller of the paving train or as a separate operation. Address all deficiencies in excess of 3/16 inch in accordance with 334-5.10.4, unless waived by the Engineer. Retest all corrected areas.

334-6.10.3.1.3 Straightedge Exceptions: Straightedge testing will not be required in the following areas: shoulders, intersections, tapers, crossovers, sidewalks, bicycle/shared use paths, parking lots and similar areas, or in the following areas when they are less than 250 feet in length: turn lanes, acceleration/deceleration lanes and side streets. The limits of the intersection will be from stop bar to stop bar for both the mainline and side streets.

As an exception, in the event the Engineer identifies an objectional surface irregularity in the above areas, straightedge and address all deficiencies in excess of 3/8 inch in accordance with 334-5.10.4.

334-6.10.4 Correcting Unacceptable Pavement: Correct deficiencies in the pavement layer by removing and replacing the full depth of the layer, extending a minimum of 50 feet on both sides (where possible) of the defective area for the full width of the paving lane, at no additional cost.

334-7 Acceptance of the Mixture.

334-7.1 General: The asphalt mixture will be accepted based on the Asphalt Work Category as defined below:

1. Asphalt Work Category 1 – Certification by the Contractor as defined in 334-7.2.
2. Asphalt Work Category 2 – Certification and process control testing by the Contractor as defined in 334-7.3
3. Asphalt Work Category 3 – Process control testing by the Contractor and acceptance testing by the Engineer as defined in 334-7.4.

334-7.2 Certification by the Contractor: On Asphalt Work Category 1 construction, the Engineer will accept the mix on the basis of visual inspection. Submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications. The Engineer may run independent tests to determine the acceptability of the material.

334-7.3 Certification and Process Control Testing by the Contractor: On Asphalt Work Category 2 construction, submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications, along with supporting test data documenting all process control testing as described in 334-6.3.1. If required by the Contract, utilize an Independent Laboratory as approved by the Engineer for the process control testing. The mix will also require visual acceptance by the Engineer. In addition, the Engineer may run independent tests to determine the acceptability of the material. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer such as but not limited to acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the agency, or performing an Engineering analysis to determine the final disposition of the material.

334-7.3.1 Process Control Sampling and Testing Requirements: Perform process control testing at a frequency of once per day. Obtain the samples in accordance with FDOT Method FM 1-T 168. Test the mixture at the plant for gradation (P_{-8} and P_{-200}) and asphalt binder content (P_b). Measure the roadway density with 6 inch diameter roadway cores at a minimum frequency of once per 1,500 feet of pavement with a minimum of three cores per day.

Determine the asphalt binder content of the mixture in accordance with FM 5-563. Determine the gradation of the recovered aggregate in accordance with FM 1-T 030. Determine the roadway density in accordance with FM 1-T 166. The minimum roadway density will be based on the percent of the maximum specific gravity (Gmm) from the approved mix design. If the Contractor or Engineer suspects that the mix design Gmm is no longer representative of the asphalt mixture being produced, then a new Gmm value will be determined from plant-produced mix with the approval of the Engineer. Roadway density testing will not be required in certain situations as described in 334-7.4.1. Assure that the asphalt binder content, gradation and density test results meet the criteria in Table 334-6.

Table 334-6
Process Control and Acceptance Values

Characteristic	Tolerance
Asphalt Binder Content (percent)	Target ± 0.55
Passing No. 8 Sieve (percent)	Target ± 6.00
Passing No. 200 Sieve (percent)	Target ± 1.50
Roadway Density (daily average)	Minimum 91.5% of Gmm
Roadway Density (any single core)	Minimum 88.0 % of Gmm

334-7.4 Process Control Testing by the Contractor and Acceptance Testing by the Engineer: On Asphalt Work Category 3, perform process control testing as described in 334-6.3.1. In addition, the Engineer will accept the mixture at the plant with respect to gradation (P_{-8} and P_{-200}) and asphalt binder content (P_b). The mixture will be accepted on the roadway with respect to density. The Engineer will sample and test the material as described in 334-7.3.1. The Engineer will randomly obtain at least one set of samples per day. Assure that the asphalt content, gradation and density test results meet the criteria in Table 334-6. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer such as but not limited to acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the agency, or performing an Engineering analysis to determine the final disposition of the material.

334-7.4.1 Acceptance Testing Exceptions: When the total quantity of any mix type in the project is less than 500 tons, the Engineer will accept the mix on the basis of visual inspection. The Engineer may run independent tests to determine the acceptability of the material.

Density testing for acceptance will not be performed on widening strips or shoulders with a width of 5 feet or less, open-graded friction courses, variable thickness overbuild courses, leveling courses, any asphalt layer placed on subgrade (regardless of type), miscellaneous asphalt pavement, bike/shared use paths, crossovers, gore areas, or any course with a specified thickness less than 1 inch or a specified spread rate less than 100 lb per square yard. Density testing for acceptance will not be performed on asphalt courses placed on bridge decks or approach slabs; compact these courses in static mode only. In addition, density testing

for acceptance will not be performed on the following areas when they are less than 500 feet (continuous) in length: turning lanes, acceleration lanes, deceleration lanes, shoulders, parallel parking lanes, or ramps. Do not perform density testing for acceptance in situations where the area requiring density testing is less than 50 tons. Density testing for acceptance will not be performed in intersections. The limits of the intersection will be from stop bar to stop bar for both the mainline and side streets. A random core location that occurs within the intersection shall be moved forward or backward from the intersection at the direction of the Engineer. Compact these courses in accordance with a standard rolling procedure approved by the Engineer. In the event that the rolling procedure deviates from the approved procedure, placement of the mix will be stopped.

334-8 Method of Measurement.

For the work specified under this Section, the quantity to be paid for will be the weight of the mixture, in tons.

The bid price for the asphalt mix will include the cost of the liquid asphalt and the tack coat application as specified in 334-5.5.4. There will be no separate payment or unit price adjustment for the asphalt binder material in the asphalt mix.

334-9 Basis of Payment.

334-.1 General: Price and payment will be full compensation for all the work specified under this Section.

344 CONCRETE FOR LOCAL AGENCY PROGRAM (LAP) (CLASS - D). (REV 6-9-2021) (FA 7-2-21) (FY 2023-24)

SECTION 344 is deleted and the following substituted:

SECTION 344
CONCRETE FOR LAP (OFF-SYSTEM)

344-1 Description.

344-1 General: Construct concrete structures and other concrete members, based on the type of work as described in the Contract Documents and the concrete work categories as defined below.

344-1.2 Work Categories: Construction will fall into one of the following concrete work categories:

344-1.2.1 Concrete Work Category 1: Includes the construction of cast-in-place nonstructural concrete; including sidewalks, curb and gutter, ditch and slope pavement, or other non-reinforced cast-in- place elements.

344-1.2.2 Concrete Work Category 2: Includes the construction of precast and prestressed concrete products.

344-1.2.2.1 Precast Concrete Drainage Structures: Includes but are not limited to reinforced and non-reinforced concrete pipes, french drains, underdrains, inlets, manholes, junction boxes, endwalls, pipe culverts, storm sewers, and box culverts.

344-1.2.2.1 Incidental Precast/Prestressed Concrete Structures: Includes the fabrication, storage, transportation, and erection of prestressed concrete poles, concrete bases for light poles, highway sign foundations, retaining wall systems, traffic separators, sound barriers or other structural precast elements.

344-1.2.3 Concrete Work Category 3: Includes the work associated with the placement and/or construction of structural cast-in-place concrete meeting the requirements of this section.

344-2 Materials.

344-2.1 General: Use concrete composed of a mixture of portland cement, aggregates, and water, with or without chemical or mineral admixtures and supplementary cementitious materials that meet the following requirements:

344-2.1.1 Portland Cement: Portland cements meeting the requirements of AASHTO M 85 or ASTM C150 is required. Different brands of cement, cement of the same brand from different facilities or different types of cement shall be stored separately and shall not be mixed.

344-2.1.2 Coarse and Fine Aggregates: Aggregates shall meet ASTM C33.

344-2.1.3 Water: Water shall meet the requirements of ASTM C 1602.

344-2.1.4 Chemical Admixtures: Use chemical admixtures shall be listed on the FDOT Approved Products List (APL). Admixtures may be added at the dosage rates recommended by the manufacturer.

344-2.1.5 Types of Cement: Unless a specific type of cement is designated in the Contract Documents, use Type I, Type IL, Type IP, Type IS, Type II, Type II (MH) or Type III cement in all classes of concrete. Use Type IL or Type II (MH) for all mass concrete elements.

344-2.1.6 Supplementary Cementitious Materials: Supplementary Cementitious Materials shall meet the requirements of ASTM C618 and ASTM C 989, respectively. Fly ash shall not include the residue resulting from the burning of municipal garbage or any other refuse with coal, or the burning of industrial or municipal garbage in incinerators.

344-3 Production, Mixing and Delivery of Concrete.

344-3.1 Concrete Production Requirements:

344-3.1.1 Category 1: Use a concrete production facility that is certified by the National Ready Mixed Concrete Association (NRMCA) or listed on the FDOT list of non-structural concrete producers. Concrete production facilities listed on the FDOT Producers with Accepted QC Programs list for structural concrete may also be used for Category 1.

344-3.1.2 Category 2: Obtain precast concrete products from plants that are currently on the FDOT's Production Facility Listing for the types of products that they are producing.

344-3.1.3 Category 3: Obtain structural concrete from a plant that is currently on the FDOT's Production Facility Listing for structural concrete.

344-3.2 Classes of Concrete: Meet the requirements of Table 344-1.

Table 344-1 Master Proportion Table [7]				
Class of Concrete	28-day Specified Minimum Compressive Strength (f_c') (psi)	Maximum Water to Cementitious Materials Ratio (pounds per pounds)	Minimum Total Cementitious Materials Content (lb/yd^3)	Target Slump Value (inches) [3]
Category 1				
Class NS	2,500	N/A	N/A	N/A
Category 3				
I [1]	3,000	0.53	470	3 [2]
I (Pavement)	3,000	0.50	470	1.5 or 3 [5]
II [1]	3,400	0.53	470	3 [2]
II (Bridge Deck)	4,500	0.44	600 [8]	3 [2]
III [4]	5,000	0.44	600 [8]	3 [2]
III (Seal)	3,000	0.53	600 [8]	8
IV	5,500	0.41[6]	600 [8]	3 [2]
IV (Drilled Shaft)	4,000	0.41	600 [8]	8.5
V (Special)	6,000	0.37 [6]	600 [8]	3 [2]
V	6,500	0.37 [6]	600 [8]	3 [2
VI	8,500	0.37 [6]	600 [8]	3 [2]
VII	10,000	0.37 [6]	600 [8]	3 [2]

Notes:

(1) For precast three-sided culverts, box culverts, endwalls, inlets, manholes and junction boxes, the target slump value and air content will not apply. The maximum allowable slump is 6 inches, except as noted in (2). The Contractor is permitted to use concrete meeting the requirements of ASTM C478 (4,000 psi) in lieu of the specified Class I or Class II concrete for precast endwalls, inlets, manholes and junction boxes.

(2) The Engineer may allow a maximum target slump of 7 inches when a Type F, G, I or II admixture is used. When flowing concrete is used, meet the requirements of Section 8.6 of the FDOT Materials Manual.

(3) For a reduction in the target slump for slip-form operations, submit a revision to the mix design to the Engineer. The target slump for slip-form mix is 1.50 inches.

(4) When precast three-sided culverts, box culverts, endwalls, inlets, manholes or junction boxes require a Class III concrete, the minimum cementitious materials content is 470 pounds per cubic yard. Do not apply the air content range and the maximum target slump shall be 6 inches, except as allowed in (2).

(5) Meet the requirements of Section 350 of FDOT Specifications.

(6) When silica fume or metakaolin is required, the maximum water to cementitious material ratio will be 0.35. When ultrafine fly ash is used, the maximum water to cementitious material ratio will be 0.30.

(7) Tolerance for slump is ± 1.5 inches and Air Content range is 0.0% to 6.0%.

(8) The minimum total amount of cementitious materials content of 600 pounds per cubic yard is required for extremely aggressive environment. For moderately and slightly aggressive environments, the required amounts are 550 lb/yd^3 and 510 lb/yd^3, respectively.

344-3.3 Contractors Quality Control: For Categories 1 and 2, assume full responsibility for controlling all operations and processes such that the requirements of these Specifications are always met.

For Category 3, furnish a Quality Control (QC) plan to identify to the Engineer how quality will be ensured at the project site. During random inspections, the Engineer will use this document to verify that the construction of the project agrees with the QC plan.

344-3.4 Concrete Mix Design: Before producing any Category 1 or Category 2 concrete, submit the proposed mix designs to the Engineer. For Category 3, submit to the Engineer for approval, FDOT approved mix designs. Do not use concrete mix designs without prior approval of the Engineer.

Materials may be adjusted provided that the theoretical yield requirement of the approved mix design is met. Show all required original approved design mix data and batch adjustments on an Engineer approved concrete delivery ticket.

344-3.5 Delivery: For Category 3, the maximum allowable transit time of concrete is 90 minutes. For critical placements, with the Engineer's approval, the transit time may be extended to the allowable mixing time shown in the mix design.

Furnish a delivery ticket on a form approved by the Engineer with each batch of concrete before unloading at the placement site. Record material quantities incorporated into the mix on the delivery ticket. Ensure that the Batcher responsible for producing the concrete signs the delivery ticket certifying that the batch was produced and delivered in accordance with these requirements. Sign the delivery ticket certifying that the concrete was placed in accordance with these requirements.

344-3.6 Placing Concrete:

344-3.6.1 Concreting in Cold Weather: Do not mix or place concrete when the air temperature at placement is below 40°F.

During the curing period, if the National Oceanic and Atmospheric Administration (NOAA) predicts the ambient temperature to fall below 35°F for 12 hours or more or to fall below 30°F for more than 4 hours, enclose the structure in such a way that the air temperature within the enclosure can be kept above 50°F for a period of 3 days after placing the concrete or until the concrete reaches a minimum compressive strength of 1,500 psi.

Assume all risks connected with the placing and curing of concrete. Although the Engineer may give permission to place concrete, the Contractor is responsible for satisfactory results. If the placed concrete is determined to be unsatisfactory, remove, dispose of, and replace the concrete at no expense to the Agency.

344-3.6.2 Concreting in Hot Weather: For Category 3, hot weather concreting is defined as the production, placing and curing of concrete when the concrete temperature at placing exceeds 86ºF but is less than 100ºF.

Spray reinforcing bars and metal forms with cool fresh water just prior to placing the concrete in a method approved by the Engineer.

Assume all risks associated with the placing and curing of concrete. Although the Engineer may give permission to place concrete, the Contractor is responsible for satisfactory results. If the placed concrete is determined to be unsatisfactory, remove, dispose of, and replace the concrete at no expense to the Agency.

Unless the specified hot weather concreting measures are in effect, reject concrete exceeding 85ºF at the time of placement. Regardless of special measures taken, reject concrete exceeding 100ºF. Predict the concrete temperatures at placement time and implement hot weather measures to avoid production shutdown.

344-3.7 Mixers: For Category 3 concrete, do not place concrete from a truck mixer that does not have a current FDOT mixer identification card.

344-3.8 Small Quantities of Concrete: With approval of the Engineer, small quantities of concrete, less than 3 cubic yards placed in one day and less than 0.5 cubic yards placed in a single placement may be accepted using a pre-bagged mixture. The Engineer may verify that the pre-bagged mixture is prepared in accordance with the manufacturer's recommendations and will meet the requirements of this Specification.

344-3.9 Sampling and Testing:

344-3.9.1 Category 1: The Engineer may sample and test the concrete to verify its quality. The minimum 28 day compressive strength requirement for this concrete is 2,500 psi.

344-3.9.2: Category 2: No sampling and testing is required by the Engineer for category 2.

344-3.9.3 Category 3: The Engineer will randomly select a sample from each LOT to determine its plastic properties and to make three 4 x 8 inch cylinders for testing by the Engineer at 28 days to ensure that the design compressive strength has been met for the class of concrete as specified in Table 344-1. A LOT is defined as the concrete placement of 200 cubic yards or one day's production, whichever is less.

344-3.10 Records: Ensure the following records are available for review for at least 3 years after final acceptance of the project:

1. Accepted concrete Plant QC Plan.
2. Approved concrete mix designs.
3. Materials source (delivery tickets, certifications, certified mill test reports).

4. A copy of the scale company or testing agency report showing the signature of the scale company representative, date of inspection, observed deviations from quantities checked during calibration of the scales and meters.

5. A copy of the documentation certifying the admixture weighing/measuring devices.

6. Aggregate moisture control records including date and time of test.

7. Manufacturer's mixer information.

8. Certification documents for admixture weighing and measuring dispensers.

9. A daily record of all concrete batched for delivery to the projects, including respective mix design numbers and quantities of batched concrete.

344-4 Acceptance of the Work.

344-4.1 Category 1 Work: Category 1 work will be accepted based on certification by the batcher and contractor on the delivery ticket.

344-4.2 Category 2 Work: Certify that the precast elements were produced by production facilities that are currently on the FDOT's Production Facility Listing for the types of products that they are producing. In addition, the producer's logo shall be stamped on the element. The producer shall not use the Florida Department of Transportation QC stamp on elements used on this project. Provide a statement of certification from the manufacturer of the precast element that the element meets the requirements of this Specification.

344-4.3 Category 3 Work: Category 3 concrete will be accepted based on the Engineer's test results for plastic properties and compressive strength requirements for the class of concrete as defined in Table 344-2. In addition, a Delivery Ticket as described in 344-3.5 will be required for acceptance of the material at the project site.

344-4.4 Small Quantities of Concrete: Category 3 concrete meeting the definition of 344-3.8 will be accepted in accordance with 344-4.3 based on test results for plastic properties and compressive strength.

344-5 Method of Measurement.

The quantities to be paid for will be the items shown in the plans, completed and accepted.

344-6 Basis of Payment.

Prices and payments will be full compensation for all work and materials specified in this Section.

EXHIBIT "G"
VIDEO DETECTION SYSTEM

FDOT APL#660-015-037

ECONOLITE

Sensors for Traffic Detection

Autoscope® Comm Manager

What, exactly, is a Comm Manager?

The Autoscope Vision Comm Manager is a powerful device facilitating remote and local communication to deployed Autoscope Vision sensors. The Vision Comm Manager supports 3-wire-only branch cable connections for up to 8 sensors, interfaces to the optional Vision I/O 24™ module, as well as full 10/100/1000 Ethernet communication to a local laptop or workstation at the Traffic Management Center (TMC).

Why do agencies use the Comm Manager?

The Vision Comm Manager is quick and easy to install. A single IP address is all that is required to connect the Vision Comm Manager to personnel at the TMC, enabling collection of traffic data and viewing HD video streams, individually or in a quad display. Detection zones may also be created or modified remotely with this simple network architecture.



How does the Comm Manager benefit the driving public?

Power and communications to Autoscope Vision is managed via the Vision Comm Manager. Vision sensors provide high-performance, high definition vehicle detection and bicycle differentiation, using state-of-the-art algorithms to improve safety, reduce vehicle emissions, and mitigate traffic congestion.

Autoscope Comm Manager Datasheet

Econolite Video, Radar, & In-Ground Detection

Description

Power and communication to Vision sensors is conducted via the Vision Comm Manager. The Vision Comm Manager supports SDLC and wired I/O interface for convenient integration to TS1, 170/2070/33x and TS2 cabinets. The robust and proven broadband-over-power cable technology has a remarkable throughput of 70-90 Mb/sec. This is more than sufficient bandwidth to simultaneouly transmit traffic data and multiple streams of HD video.

Applications

Autoscope Vision is capable of concurrently satisfying multiple transportation management objectives:

- *Stop bar vehicle detection*
- *Bicycle detection and differentiation*
- *Advance vehicle detection up to 600 feet from Vision sensor*
- *Traffic data collection*
- *HD video surveillance*

Specifications

- Connectors
  - *Input power: one (1), 3 position compression block*
  - *Output power to Vision sensors: four (4), 3-position compression blocks (Up to 2 sensors per block)*
  - *Two (2) USB*
  - *Four (4), 10/100/1000Ethernet: WAN, Maintenance, Expansion, Reserved*
- Communications
  - *Wi Fi 802.11(b/g/n)*
  - *WAN Ethernet Port 10/100/1000*
  - *Maintenance Ethernet Port 10/100/1000*
  - *Broadband Over-Power 70-90 Mbps*
- Environmental
  - *-29° F to +165° F (-34° C to +74° C)*
  - *0 to 95% relative humidity, non-condensing*
- Dimensions and Weight
  - *11" x 7" x 2.5" (28 cm x 18 cm x 6 cm)*
  - *2.3lbs (1.04 kg)*
- Video Output
  - *Digital streaming H.264 720p, 30fps*
  - *Variable bitrate selectable 100-5000Kbps*
- Warranty
  - *Three year factory warranty*
  - *Extended warranty packages available to six years*

- Power
  - *89-265 VAC, 50/60 Hz from the transient-protected side of cabinet*
  - *Minimum 15W typical without sensors*
  - *75 Watts typical with four (4) Vision sensors*
  - *140 Watts Maximum*
  - *2 spare fuses*
  - *High-energy transient surge protection*
- Indicators
  - *Wi-Fi LEDs – active or inactive*
  - *SDLC LEDs – Indicate valid data*
  - *Ethernet Port LEDs – indicate speed of network connection*
  - *Power Sensor LED – indicate power to sensor*
  - *Comm Manager LED - indicator for readiness and status*
  - *System Status LED – indicating individual sensor status*
  - *Sensor LINK/ACT LED - indicates communication between the Comm Manager and at least 1 Vision sensor*
- Regulatory
  - *NEMA TS2 2003 Compliant*
  - *CE EN 55022*
  - *CE EN 55024*
  - *EN 61000-6-1*
  - *IGES*
  - *FCC Part 15, Class A*

ECONOLITE

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FDOT APL#660-015-037

Autoscope® VISION

Accurate. Versatile. Simple.



▹ ▹ Autoscope performance is robust and reliable in all lighting conditions.

About Vision™

Video detection and broadband communications technologies continue to help inspire and generate new levels of Intelligent Transportation Systems (ITS) capabilities. This will be even more critical as connected vehicle and Smart City technologies become more prevalent, particularly vehicle-to-infrastructure (V2I) and data analytics. Whether for surveillance, vehicle detection, bicycle detection and differentiation, data collection, or traffic monitoring systems, video detection and broadband communications are increasing ITS performance, cost efficiencies, and access to strategic traffic information - helping transportation professionals improve safety, reduce vehicle emissions, and mitigate traffic congestion.

Building on more than two decades of proven above-ground video detection experience, Autoscope Vision delivers the highest levels of accuracy and performance in an easy-to-use detection solution that supports a variety of traffic management and ITS applications.

At A Glance

- ▹ Highest levels of accuracy and performance
- ▹ Built-in local WiFi for quick and simple set up
- ▹ Program an entire intersection in just minutes
- ▹ Easy to install with 3-wires-only
- ▹ Simple integration to all traffic cabinets
- ▹ High Definition (HD) camera for superior video images

ECONOLITE

Autoscope Vision Datasheet

Econolite Video, Radar, & In-Ground Detection

Description

Autoscope Vision is an integrated camera-processor sensor solution that provides high performance stop bar vehicle detection, bicycle detection and differentiation, advance vehicle detection, traffic data collection, and HD video surveillance. It also supports local WiFi and streaming video to mobile computing devices.

Autoscope Vision utilizes an ITO faceplate heater and hydrophilic coated lens to maintain optimal performance during inclement weather while reducing the frequency of cleaning.

Power and communication to Vision sensors is conducted via the Vision Comm Manager™. Vision Comm Manager supports SDLC and wired I/O interface.

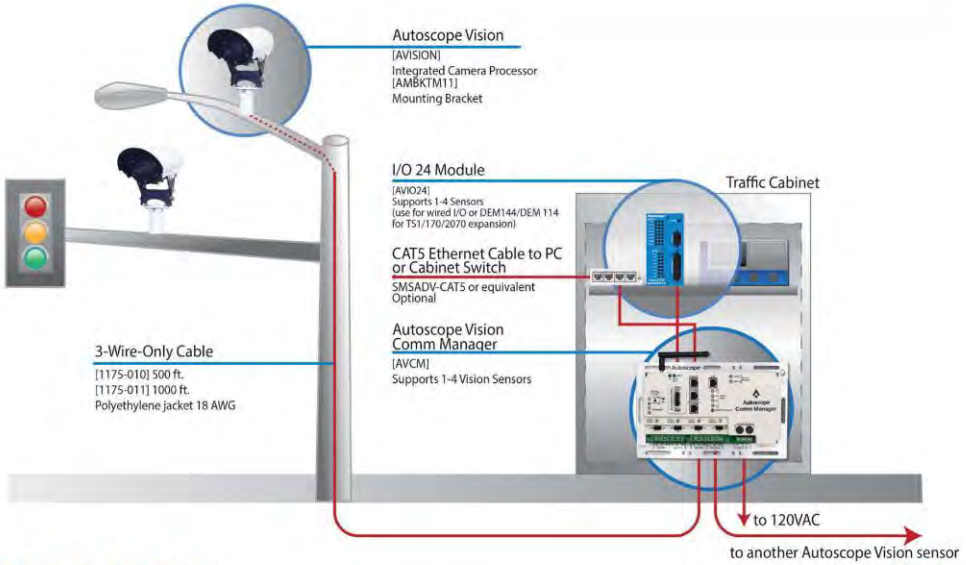
Application

Autoscope Vision is capable of simultaneously satisfying multiple transportation management objectives:

- *Stop bar vehicle detection*
- *Bicycle detection and differentiation*
- *Advance vehicle detection up to 600 feet from Vision sensor*
- *Traffic data collection*
- *HD video surveillance*

Vision Sensor Specifications

- Temperature
  - -34° C to +60° C (-29° F to 165°F)
  - Meets TS2 standards
  - Relative humidity of 0 to 95%, non-condensing
- Power
  - 16W typical, 18W maximum
  - 89 to 265 VAC
  - 60/50 Hz
  - Indium Titanium Oxide (ITO) and hyrdrophilic faceplate
- Dimensions
  - H x W x L (with sunshield and bracket): 7" x 5.5" x 22.5" (177.8 mm x 140 mm x 571.5mm)
  - 6.5 lbs (2.95 kg)



ECONOLITE

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EXHIBIT "H"
NEIGHBORHOOD OVERHEAD SIGN STRUCTURE

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**REVISED** **CITY OF FORT PIERCE** **INVITATION TO BID** **and** **BIDDER ACKNOWLEDGMENT**
Bid Writer: LaTonya Hubbard, (772) 467-3102	Bid No: 2025-024
Mandatory Pre-Bid Conference: 10:00 AM, THURSDAY, MAY 1, 2025	Bid Title: AVENUE D RESURFACING FROM (29TH STREET TO US 1)
Mandatory Pre-Bid Conference Location: CITY HALL, 1ST FLOOR ENGINEERING CONFERENCE ROOM 100 NORTH U.S. #1, FT. PIERCE, FL 34950	Bid Opening Location: Purchasing Division Conference Room, Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
Bid Due Date & Time: 3:00 PM, TUESDAY, MAY 20, 2025	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Bidder Name: _____ Mailing Address: _____ _____	*I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.* X_____ Authorized Signature (Manual)
City, State, Zip Code:	Typed or Printed Name:
Type of Entity (Select one): Corporation _____ Partnership _____ Proprietorship _____	Title:
Incorporated in the State of: Year:	Delivery in _____days, After Receipt Order
Phone Number:	Payment Terms: Net 30 Days
Fax Number:	FEIN or SS Number:
E-Mail Address:	Local Business: ___Y ___N MWBE: ___Y ___N
Bid Security is attached, when required, in the amount of $ _____ F.O.B. DESTINATION	If returning as a "No Bid" state reason:
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

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PDF ATTACHMENTS
ENGINEERING PLANS

SECTION I

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements and bid forms. All bid sheets and attachments must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE (CLEARLY MARK BID AS "ORIGINAL" AND REQUESTED NUMBER OF COPIES AS "COPY" ON EACH SET ENCLOSED).** The face to the envelope shall contain Bidder's name, return address, the date and time of bid opening, the bid number and title. Bids not submitted on the enclosed Bid Form shall be rejected. By submitting a bid, the Bidder agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Bidders shall submit two (2) complete sets (one [1] original and one [1] electronic copy (PDF) on a Flash Drive) of their bid complete with all supporting documentation. SUBMITTAL OF A BID IN RESPONSE TO THIS INVITATION TO BID CONSTITUTES AN OFFER BY THE BIDDER. Bids, which do not comply with the requirements, may be rejected at the option of the City.

2. DELAYS

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify bidders of all changes in scheduled due dates by written addendum.

3. EXECUTION OF BID

Bid must contain a manual signature, in ink, of an authorized representative who has the legal ability to bind the Bidder in contractual obligations in the space provided on Page 1 of Bidder/Proposal Acknowledgment and on the Bid Response Form. FAILURE TO PROPERLY SIGN THE BID SHALL INVALIDATE SAME, AND IT SHALL NOT BE CONSIDERED FOR AN AWARD. Bids must be typed or legibly printed in ink. All corrections made by Bidder to any part of the bid document must be initialed in ink. The original bid conditions and specifications cannot be changed or altered in any way. Altered bids will not be considered. Clarification of bids submitted shall be in letter form, signed by bidders and attached to the bid.

4. NO BID

If not submitting a bid, respond by returning only the Bidder acknowledgment form, marking it "No Bid," and give the reason in the space provided.

5. BID OPENING

Shall be public, at the address, date, and time specified on the bidder Acknowledgment form. The bid time must be and shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered; such bids will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Department shall serve as the official authority to determine lateness of any bi0d. It is the Bidders sole responsibility to assure that his/her bid is complete and delivered at the proper time and place of the bid opening. Bids, which for any reason are not so delivered, will not be considered. Offers by facsimile,

telegram, or telephone are not acceptable. A bid may NOT be altered by the Bidder after opening of the bids. Bid tabulations will be furnished on the City's web site: https://www.cityoffortpierce.com and Demandstar https://www.demandstar.com .

6. TAXES

The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. If requested, the Purchasing Director will provide an exemption certificate to the awarded Bidder. Vendors or contractors doing business with the City shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

7. DISCOUNTS

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

8. MISTAKES

a. Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT BIDDER'S RISK.** In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly.

b. Written amounts shall take precedence over numerical amounts. In the event of addition error(s), the unit price and extension thereof will prevail and the Bidder's total offer will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.

9. INVOICING AND PAYMENT

Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this bid specification shall minimally meet the following conditions to be considered as a valid payment request:

a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and to be submitted to the Engineering Department's Project Manager at the address as stipulated on the Purchase Order.

b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; bid number, original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated City/FPUA employee or authorized agent; be clearly marked as "partial", "complete", or "final" invoice. The City/FPUA will accept partial deliveries unless otherwise specified into contract or purchase order document.

c. The invoice shall contain the Bidder's Federal Employer Identification Number (F.E.I.N.).

10. DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the bid specifications.

11. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the bid response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Bid Documents are the only conditions applicable to this bid and the Bidder's authorized signature on the Bid Form attests to this.

12. INTERPRETATION

All Bidders shall carefully examine the Bid Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Bids; failure to do so, on the part of the bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Bid Documents shall be requested in writing, and received by the City at least seven (7) days prior to the Bid Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 10. No person is authorized to give oral interpretations of, or make oral changes to, the bid. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of or changes to the bid will be made in the form of a written Addendum to the bid and will be furnished to all Bidders. Receipt of all addenda shall be acknowledged by the Bidders by signing and enclosing said addenda with their bid.

The City will record its responses to inquiries and any supplemental instructions in the form of a written addendum. The City will send a written addendum to all Bidders who requested a bid directly from the City Purchasing Department. All proposers should contact the City at least seven (7) calendar days before the bid opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the bid as unresponsive. The City shall not be responsible for providing said addendum to proposers who receive bid packages from other sources.

13. ADDENDUM

Should revisions to the Bid Documents become necessary, the City will provide a written addendum to all proposers who received a bid package from the City's Purchasing Department. Bidders who obtain Bid Documents from other sources must officially register with the City's Purchasing Department in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Bidder may cause your bid to be rejected as non-responsive if you have failed to submit a bid without an addendum acknowledgment for the most current addendum.

Previous addenda are deemed received when a subsequent addendum is acknowledged. It

is the Bidder's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the bid as acknowledgment of addendum.

14. DISPUTES

Any Bidder who disputes the bid selection or contract award recommendation shall file such dispute according to the bid protest procedures. These procedures are available upon request from the City.

15. CONFLICT OF INTEREST

All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City. All Bidders must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches.

16. LEGAL REQUIREMENTS

Bidders are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being bid. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

17. DRUG-FREE WORK PLACE (DFW)

Preference shall be given to business with Drug-Free Workplace (DFW) Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

18. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (MWBE)

Minority/Women Owned Business Enterprise (MWBE) indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An MWBE wishing to participate in the City/FPUA procurement process may contact the Purchasing Department for information and assistance.

19. PUBLIC ENTITY CRIMES

No award will be executed with any person or affiliate identified on the Department of Management Services "convicted vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (currently $10,000.00) with any person or affiliated on the "convicted vendor" list for a period of thirty-six (36) months from the date that person or affiliate was placed on the "convicted vendor" list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f) Florida Statutes.

20. AWARD

As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, “All or None”, or a combination thereof; with one or more suppliers; to reject any or all bids, or waive any minor irregularity or technicality in bids received, and may, at its sole discretion, request a rebid. Bidders are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

21. EEO STATEMENT

The City is committed to assuring equal opportunity in the award of contracts, and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

22. CONTRACTUAL AGREEMENT

The terms, conditions, and provisions in this Invitation to Bid shall be included and incorporated in any final contract or purchase order. The order of precedence will be Bid Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Fort Pierce, Florida.

23. GOVERNMENTAL RESTRICTION

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, Workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the Bidder to notify the Purchasing Department at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

24. PATENTS AND ROYALTIES

The Bidder, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commission/Board from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Bidder. Further, if such claim is made, or is pending, the Bidder may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Bidder and receive reimbursement. If the Bidder used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the Work .

25. ADVERTISING

In submitting a bid, Bidder agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

26. ASSIGNMENT

Any purchase order or contract issued pursuant to this Invitation to Bid and the monies which

may become due hereunder are not assignable except with the prior written approval of the City, through the Purchasing Department.

27. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Bidder certifies that all material, equipment, etc., contained in his/her bid meets all applicable O.S.H.A. requirements. Bidder further certifies that, if he/she is the successful Bidder, and the material, equipment, etc., delivered is subsequently found to be defective in applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Bidder.

28. FACILITIES

The City reserves the right to inspect the Bidder's facilities at any reasonable time, during normal Working hours, with prior notice to determine that Bidder has a bona fide place of business and is a responsible Bidder.

29. REPRESENTATION

A Bidder must have at the time of bid opening, be a fully authorized agent or representative of the product bid and be capable of producing or providing the items bid, and so certify upon request.

30. DISQUALIFICATION OF BIDDER

Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its bid/proposal:

More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one bid submittal will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders bids in which the prices obviously are unbalanced and will be subject to rejection.

Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals. Default under previous contract.

Listing of the respondent by any Local, State or Federal Government on its barred/suspended vendor list.

31. ADJUSTMENTS/CHANGES/DEVIATIONS

No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a bid expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding ONLY if issued by the City's Purchasing Department. The Bidder shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

32. INSURANCE

The awarded Bidder(s) shall maintain insurance coverage reflecting the minimum amounts and conditions specified in the attached specifications or the Special Terms and Conditions. In the event the proposer is a governmental entity or a self-insured organization, different requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Bidder's insurance coverage, policies or capabilities may be grounds for rejection of the bid and rescission of any ensuing contract.

33. PUBLIC RECORDS

Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from § 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

34. BID PREPARATION COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Bid. Bidders should prepare their bids simply and economically, providing all information and prices as required.

35. COOPERATIVE PURCHASING

Any governmental purchasing authority may participate in this purchase for services and commodities from this successful award.

36. CANCELLATION

This request may be cancelled and any response, bid or proposal may be rejected in whole or in part at any time for good cause when in the best interest of the City and /or the Fort Pierce Redevelopment Agency. Section 2-439 (a)(7) of the City Code.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SECTION II

INSURANCE REQUIREMENTS

Please refer to "SAMPLE" Contract, page 38, Article 17, for insurance requirements.

Certificates of Insurance must be completed as follows:

1. Certificate Holder

City of Fort Pierce
Attn: Purchasing Department
100 North U.S. Highway 1
Fort Pierce, FL 34950

2. Additional Insured for General Liability

City and the City's board members, officials, officers, agents and employees City of Fort Pierce

SECTION III

INSTRUCTIONS TO BIDDERS

1. PURPOSE

The City of Fort Pierce is requesting bids from qualified contractors for Avenue D Roadway Improvements from 29th Street to US 1, Fort Pierce, Florida. The work associated with this project consists of the milling and resurfacing of the roadway, sidewalks, curb and gutter, driveways, pavement marking and signage, and video detection at signalized intersections.

2. BID OPENING DATE

Bids are due on or before **3:00 PM, Tuesday, May 20, 2025.** Hard copies or electronic submission, see Delivery of Bids below.

3. DELIVERY OF BIDS

Bid response may be submitted in hard copy or electronically**.** Please see below instructions for submitting your bid response.

HARD COPY SUBMISSIONS

One (1) original and one (1) USB drive copy of sealed proposals. DO NOT USE RINGED BINDERS OF ANY KIND. All copies will be on 8 ½" x 11" plain, white paper, typed or printed, and signed by the Proposer's contractually binding authority and shall be mailed or delivered to:

ELECTRONIC SUBMISSIONS

Are as follows:

- Via Demandstar Website, (www.demandstar.com). Electronic Bid (E-Bid). Instructions are provided. See Related Documents section for this bid on the City's website, Bid Postings • Fort Pierce, FL • CivicEngage (cityoffortpierce.com)
- By forwarding your response, pdf format to purchasing@cityoffortpierce.com no later than 3:00PM EST. **If you decide to use this submission option, your entire submission must be submitted electronically. Please do not mail hard-copies.**

NOTE: Please ensure that if a third-party carrier (Federal Express, UPS, etc.) is used, that the third party is properly instructed to deliver the Bid Submittal **only** to Room 101, in the Purchasing Division on the first (1st) floor at the above address.

Bids mailed to 100 N.US Highway 1 via the United States Postal Services (USPS) are delivered to the Post Office, not to the physical address and, therefore, may not meet the requirements of Selection 2 above. To be considered, a Bid must be received and accepted in the Purchasing Division before the Bid closing date and time.

Delivery Address:
City of Fort Pierce
Attn: Purchasing Division,
Room 101

Mailing Address:
City of Fort Pierce
Attn: Purchasing Division,
Room 101

100 North U.S. #1
Fort Pierce, FL 34950

P.O. Box 1480
Fort Pierce, FL 34954-1480

Copies of the bid documents are available electronically from the Purchasing Division by e-mail request to purchasing@cityoffortpierce.com or on the website of Demandstar.com (www.demandstar.com) and the web site of the City of Fort Pierce Bid Postings • Fort Pierce, FL • CivicEngage (cityoffortpierce.com).

Any bids received after the designated time and date listed above will be returned unopened.

4. SUMBITTAL REQUIREMENTS

It is not necessary to return every page of this document with your bid response; return only the pages that require signatures or information requested below:

- Completed Invitation to Bid Cover Page
- Completed W-9 Form
- Bidder's Checklist
- Completed Bid Response Form(s) (**Exhibit D, page 92)**
- **Forms on pages 65,69, 83-85, 86, 89-98,101,and 103 of Exhibit D**
- Certificate of Use, (See item numbered 8 below)
- Business Tax Receipt, (See item numbered 9, below)
- Proof of Insurance (See item numbered 7 below)
- Addenda – issued subsequent to the release of this solicitation must be signed and returned with the firm's Bid. Failure to return signed addenda may be cause for the Bid to be considered non-responsive.
-

5. MANDATORY PRE-BID CONFERENCE

A **Mandatory Pre-Bid Conference will be held at 10:00 A.M., Thursday, May 1, 2025,** in the Engineering Conference Room, 100 North U.S. #1, Fort Pierce, FL. All interested bidders are encouraged to attend this conference.

6. INQUIRIES/QUESTIONS

6.1 All inquiries will be in a written format and addressed to the Project Engineer with a copy to the Purchasing Agent:

TO
Selena Griffett, P.E.
Project Engineer
City of Fort Pierce
100 North U.S. #1
Fort Pierce, FL 34950
Fax: (772) 467-3780
Email: sgriffett@cityoffortpierce.com

COPY
LaTonya Hubbard
Purchasing Agent
City of Fort Pierce
100 North U.S. #1
Fort Pierce, FL 34950
Fax: (772) 467-3848
Email: purchasing@cityoffortpierce.com

6.2 No inquiries will be received no later than, **5:00 PM, Thursday, May 8, 2025.**

7. PROOF OF INSURANCE

Bidders shall submit a Certificate of Insurance(photocopy acceptable) indicating proof of bidder's current coverages (current policy), see SECTION IV, page 38 Article 17 of the Sample Contract.

- If proposer does not carry the required insurance(s), a letter from its insurance agent/broker attesting that the proposer, if awarded the project, can obtain such insurance.
- The bidder must be the policy holder for all insurance coverage to be provided by the successful bidder.
- Automobile Liability – Each Occurrence Bodily Injury and Property Damage Liability Combined maybe negotiated.
- If awarded, the insurance is expected to comply with the Required Limits of Insurance as indicated in the section stated above, however the city reserves the right, at its sole discretion to modify or waive certain requirements as deemed necessary to accommodate specific circumstances. It is important to note that this discretion does not grant the bidder the ability to negotiate insurance rates or alter the specified coverage limits. Furthermore, failure to meet the insurance requirements as specified may result in the bidder's submission being deemed unresponsive.
- The insurance shall become effective prior to the commencement of Work by the contractor and shall be maintained in force until completion of job.

BOND REQUIREMENTS

Performance and Payment Bonds will be required of the successful bidder in the amount of 100% of the contract amount. **See Section IV, Sample Contract, Article 18,** of these specifications.

8. CERTIFICATE OF USE

Effective July 1, 2024, the City adopted Ordinance 24-019 amending Chapter 22. The ordinance removed the requirement for a Business Tax Receipt and replaced it with a required Certificate of Use. Certificates of Use are required for all businesses within city-limits occupying commercial locations, home-based businesses and non-profit organizations. If your business is located in the City of Fort Pierce city-limits, please provide a copy of your Certificate of Use with your submittal.

9. BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE)

Please provide a valid Business Tax Receipt (Occupational License) from your jurisdiction with your bid submittal. This requirement applies to businesses that are located outside the city limits of Fort Pierce.

10. W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM

The Bidders will be required to return a completed W-9 Taxpayer Identification Form with the Bid Response Form.

11. LEGAL REQUIREMENTS

Bidders are required to have a valid State of Florida license with a minimum of classification of "Certified General Contractor" associated with the company/firm.

PLEASE COMPLETE AND INCLUDE IN WITH YOUR BID SUBMISSION.

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person** ▶ **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name:_____

Authorized Representative's Name and Title: _____

Address: _____

City:_____ State:_____ Zip Code:_____

Phone Number: _____ Email Address:_____

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By:_____ _____ _____

Authorized Signature | Printed Name and Title | Date

STATE OF FLORIDA
COUNTY OF _____

Sworn (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization

this ____ day of _____, 20____ by _____, who is

☐ personally known or
☐ produced identification (ID produced: _____).

Notary Public Signature: _____ (Seal)

Print Name: _____ My Commission Expires: _____

CITY OF FORT PIERCE BIDDER'S CHECKLIST

This checklist is provided to assist each Bidder in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Bidder to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

Check "Yes" or "No" to each of the following:	**YES**	**NO**
Is Invitation to Bid cover page (page 1) completed, signed and attached?		
Did you include proof of proper insurance as stated in the bid documents?		
Is Bid Response Form completed, signed and attached?		
Did you completed, signed and attached the W-9 Form?		
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.		
Include proof of proper licensing as stated in bid documents.		
Hard Copy Submissions Only: Are the correct copies included? One (1) original and One (1) USB Drive?		
Is each Bid Addendum (when issued) signed and included?		

PLEASE SIGN AND RETURN WITH BID_____

SECTION IV

UNIT PRICE CONSTRUCTION AGREEMENT
"SAMPLE"

FOR

AVENUE D RESURFACING FROM N 29TH STREET TO US 1 INFRASTRUCTURE SURTAX PROJECT

CITY OF FORT PIERCE BID NO. 2025-024

Prepared by:

The City of Fort Pierce
Department of Engineering
100 North U.S. Hwy. 1
Ft. Pierce, FL 34950
(772) 467-3774

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AGREEMENT

THIS AGREEMENT (hereinafter the "Agreement" or "Contract") entered into this _____ day of _____, 2025 by and between the **CITY OF FORT PIERCE, FLORIDA**, a municipal corporation (hereinafter the "CITY"), and **(TBD)** a **FLORIDA** corporation, with its principal address at **XXX** (hereinafter "CONTRACTOR").

WITNESSETH:

WHEREAS, the CITY wishes to contract for the project identified as **Avenue D Resurfacing from N 29th Street to US 1, Bid No. 2025-024, Fort Pierce, Florida**, and

WHEREAS the CONTRACTOR has represented to the CITY that its staff is qualified to provide the Work required in this Agreement in a professional, timely manner as detailed in their Avenue D Resurfacing from N 29th Street to US 1 Bid No 2025-024 Bid Submission, and

WHEREAS the CITY has relied upon the above representations by the CONTRACTOR, and

WHEREAS the CITY's Representative and the City Engineer have recommended that an agreement for aforesaid construction be entered into with the CONTRACTOR.

NOW, THEREFORE, for and in consideration of these premises, of the mutual covenants herein set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE 1
DOCUMENTS INCORPORATED BY REFERENCE

This Agreement includes the construction of roadway improvements along Avenue D from 29th Street to US 1 as indicated on the construction plans. The Agreement includes the construction drawings and the following:

1. Exhibit "A" - Invitation to Bid
2. Exhibit "B" - Instructions to Bidders
3. Exhibit "C" -Technical Specifications
4. Exhibit "D" - Bid Forms
5. Exhibit "E" - General Conditions
6. Exhibit "F" - Required LAP Specifications
7. Exhibit "G" - Video Detection System
8. Exhibit "H" - Neighborhood Overhead Sign Structure

All of which are hereby incorporated herein by reference and made a part hereof (hereinafter collectively referred to as the "Contract Documents"). Any Change Orders, Construction

Change Directives, Directions for a Minor Modification in the Work issued by the City, and any other amendments executed by the CITY and the CONTRACTOR hereafter shall become and be a part of this Agreement Documents not included or expressly contemplated in this Article 1 do not, and shall not, form any part of this Agreement. The Contract Documents are intended to be complementary, and a requirement in one document shall be deemed to be required in all documents. Where terms found in Exhibit "E," "General Conditions," conflict with Agreement terms the Agreement terms shall prevail.

ARTICLE 2
REPRESENTATIONS OF THE CONTRACTOR

In order to induce the CITY to execute this Agreement and recognizing that the CITY is relying thereon, the CONTRACTOR, by executing this Agreement, makes the following express representations to the CITY:

2(A) The CONTRACTOR is fully qualified to act as the general contractor for the Project and has, and shall maintain, any and all licenses, permits, or other authorizations necessary to act as the general contractor for, and to construct the Project.

2(B) The CONTRACTOR has become familiar with the Project site and the local conditions under which the Project is to be constructed and operated.

2(C) The CONTRACTOR has received, reviewed, and examined all of the documents which make up this Agreement, including, but not limited to all plans and specifications, and has found them to the best of its knowledge, to be complete, accurate, adequate, consistent, coordinated, and sufficient for construction.

ARTICLE 3
INTENT AND INTERPRETATION

With respect to the intent and interpretation of this Agreement, the CITY and the CONTRACTOR agree as follows:

3(A) This Contract (along with its exhibits), together with the CONTRACTOR's and Surety's performance and payment bonds for the Project constitute the entire and exclusive agreements between the parties with reference to the Project, and said Contract supersedes any and all prior discussions, communications, representations, understandings, negotiations, or agreements.

3(B) Anything that may be required, implied, or reasonably inferred by the documents which make up this Contract, or any one or more of them, shall be provided by the CONTRACTOR for the Contract Price.

3(C) Nothing contained in this Contract shall create, nor be interpreted to create, privity, or any other relationship whatsoever between the CITY and any person except the CONTRACTOR.

3(D) When a word, term, or phrase is used in this Contract, it shall be interpreted or

construed first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

3(E) Wherever this Contract calls for "strict" compliance or conformance with the Contract Documents as to matters other than compliance with time limits, providing an updated schedule, and claim and change order procedures, the term shall mean within tolerances as described specifically in the Contract Documents, or if not specifically described, within industry standards and tolerances for deviation for the specific item or procedure in question.

3(F) The words "include," "includes," or "including," as used in this Contract, shall be deemed to be followed by the phrase, "without limitation."

3(G) The listing herein of any items as constituting a material breach of this Contract shall not imply that any other, non-listed item will not constitute a material breach of this Contract.

3(H) The CONTRACTOR shall have a continuing duty to read, examine, review, compare and contrast each of the documents which make up this Contract, shop drawings, and other submittals and shall give written notice to the CITY of any conflict, ambiguity, error, or omission which the CONTRACTOR may find with respect to these documents, before proceeding with the affected Work. The express or implied approval by the City Engineer of any shop drawings or other submittals shall not relieve the CONTRACTOR of the continuing duties imposed hereby, nor shall any such approval be evidence of the CONTRACTOR's compliance with this Contract. The CITY has prepared documents for the Project, including the plans and specifications for the Project, which are accurate, adequate, consistent, coordinated, and sufficient for construction. The CONTRACTOR shall not be liable to the CITY for damage resulting from errors, inconsistencies, or omissions in the Contract Documents unless the CONTRACTOR recognized, or reasonably should have recognized, such error, inconsistency or omission and knowingly failed to report it to the CITY or City Engineer or his designee. If the CONTRACTOR performs any activity knowing it involves an error, inconsistency or omission which was recognized, obvious, or reasonably should have been recognized, without such notice to the CITY, the CONTRACTOR shall assume responsibility for such performance and shall bear the costs for correction.

3(I) In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Contract, the following shall control:

(1) As between this document and the plans or specifications, this document shall govern.

(2) In the case of any conflict, discrepancy or inconsistency among any of the other Contract documents, the CONTRACTOR shall notify the CITY immediately upon discovery of same for resolution.

ARTICLE 4
CONTRACTOR'S PERFORMANCE

The CONTRACTOR shall perform all of the Work required, implied, or reasonably inferable from this Contract including, but not limited to, the following:

4(A) The CONTRACTOR will complete the entire Work described in the Contract Documents, except as specifically identified therein as the Work of other parties, in accordance with the terms herein, all as may be amended from time to time.

4(B) The furnishing of any and all required surety bonds and insurance certificate(s) and endorsement(s) to the CITY.

4(C) The provision or furnishing, and prompt payment therefore, of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, disposal, power, fuel, heat, light, cooling, or other utilities, required for construction and all necessary building permits and other permits or licenses required for the construction of the Project.

4(D) The creation and maintenance of a detailed and comprehensive copy of the drawings, specifications, addenda, change orders and other modifications depicting all as-built construction. Said items shall be submitted to the CITY, along with other required submittals upon Completion of the Project, and receipt of same by the CITY shall be a condition precedent to final payment to the CONTRACTOR. The CONTRACTOR shall prepare and submit final as-built drawings to the CITY.

ARTICLE 5
TIME FOR CONTRACTOR'S PERFORMANCE; DELAYS

5(A) The CONTRACTOR shall commence the performance of this Contract on the date set forth in the Notice to Proceed issued by the City Engineer and shall diligently continue its performance to and until Completion of the Project. **The CONTRACTOR shall accomplish Substantial Completion within one hundred fifty (150) calendar days and Final Completion in one hundred eighty (180) calendar days as specified on the Notice to Proceed (sometimes hereinafter referred to as the "Contract Time").** By signing this Contract, the CONTRACTOR agrees that the Contract Time is a reasonable time for accomplishing Completion of the Project. There will be no monetary early completion incentive. The CONTRACTOR shall submit its initial progress schedule in accord with Article 10(G) below.

5(B) The CONTRACTOR shall pay the CITY the sum of **$1,694.00** per day for each and every calendar day of unexcused delays in achieving Substantial Completion beyond the date set forth herein for Substantial Completion. Any sums due and payable hereunder by the CONTRACTOR shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the CITY, estimated at the time of executing this Contract. When the CITY reasonably believes that Substantial Completion will be inexcusably delayed, the CITY shall be entitled, but not required, to withhold from any amounts otherwise due the CONTRACTOR an amount then believed by the CITY to be adequate to recover liquidated damages applicable to such delays. If and when the CONTRACTOR overcomes the delay in achieving Substantial Completion, or any part thereof,

for which the CITY has withheld payment, the CITY shall promptly release to the CONTRACTOR those funds withheld, but no longer applicable, as liquidated damages.

5(C) The term “Substantial Completion,” as used herein, shall mean that point at which, as certified in writing by the CONTRACTOR and approved by the CITY, the Project is at a level of completion in strict compliance with this Contract such that the CITY or its designees can enjoy beneficial use or occupancy and can legally occupy, use or operate it in all respects, for its intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed “substantially complete,” and such partial use or occupancy shall not be evidence of Substantial Completion.

5(D) All limitations of time set forth herein are material and are of the essence of this Contract.

5(E) CONTRACTOR agrees to punctually and diligently perform all parts of the Work at the time scheduled as provided herein. In this connection, CONTRACTOR agrees that it will keep himself continually informed of the progress of the job and will, upon its own initiative, confer with the CITY, City Engineer or his designee, so as to plan its Work in coordinated sequence with the Work of the CITY and of others and so as to be able to expeditiously undertake and perform its Work at the time most beneficial to the entire Project. The CONTRACTOR will be liable for any loss, costs, or damages sustained by the CITY for delays in performing the Work herein, other than for excusable delays, as set forth in 5(F) below, for which CONTRACTOR may be granted a reasonable extension of time.

5(F) If the CONTRACTOR is delayed at any time in the progress of the Work by any separate contractor employed by the CITY, changes in the Work, labor disputes, fire, unusual delay in transportation, unusually severe weather conditions, unavoidable casualties, delays specifically authorized by the CITY, or by causes beyond the CONTRACTOR’s control, avoidance, or mitigation, and without the fault or negligence of the CONTRACTOR and/or subcontractor or supplier at any tier, then the Contract Time shall be extended by Change Order for such reasonable time, if any, as the CITY may determine that such event has delayed the progress of the Work, or overall completion of the Work if the CONTRACTOR complies with the notice and documentation requirements set forth herein.

If the CONTRACTOR is delayed, obstructed, hindered, or interrupted for a period of time exceeding seven (7) consecutive calendar days by any act or neglect of the CITY, an adjustment shall be made for any increase in the direct cost of performance of this Contract (excluding profit, extended home office overhead, incidental or consequential damages, or disruption damages) and the Contract modified in writing accordingly. Delays without compensation to the CONTRACTOR as a direct result of an act or neglect of the CITY or City Engineer cannot exceed forty-five (45) days in the aggregate over the term of the project. The CONTRACTOR must assert its right under this Article by giving written notice to the City Engineer, with a copy to the City Representative, within ten (10) calendar days of the beginning of a delay, obstruction, hindrance, or interruption by the CITY. No adjustment shall be made for any delay, obstruction, hindrance, or interruption after final payment under this contract or to the extent that performance would have been so delayed, obstructed, hindered, or interrupted by any other cause, including, but not limited to concurrent cause or fault or negligence of the

CONTRACTOR, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Contract. The direct costs described above shall be limited to those direct costs attributable solely to this project and shall be subject to documentation and verification of costs as required by the CITY. If unit prices are established in the Contract Documents or subsequently agreed upon, they shall form the basis for cost calculations under any claims for delay.

Any claim for extension of time shall be made in writing to the City Engineer, with a copy to the City Representative, not more than ten (10) calendar days from the beginning of the delay. The notice shall indicate the cause of delay upon the progress of Work. If the cause of the delay is continuing, the CONTRACTOR must give such written notice every ten (10) calendar days. Within ten (10) calendar days after the elimination of any such delay, the CONTRACTOR shall submit further documentation of the delay and a formal Change Order request for an extension of time for such delay.

The written request for a time extension shall state the cause of the delay, the number of calendar days extension requested, and such analysis and other documentation as is reasonably requested by the City Engineer or his designee to demonstrate a delay in the progress of the Work or the overall project completion. If the CONTRACTOR does not comply with the above notice and documentation requirements, the claim for the delay shall be waived by the CONTRACTOR. The above notice and documentation requirements shall also be a condition precedent to the Contractor's entitlement to any extension of time.

Extensions of time will be the CONTRACTOR'S primary remedy for any and all delays, obstructions, hindrances, or interference. Payment or compensation, for direct costs only, as set forth above, may be made to the CONTRACTOR for hindrances or delays solely caused by the CITY if such delays or hindrances are within the CITY's ability to control and are not partially caused by the CONTRACTOR or any of its agents, subcontractors, or others for whom it is responsible. No payment or compensation will be made for interference, obstructions, hindrances, or delays which are not solely caused by the CITY or which arise from the CITY's actions under Article 8.

Without limitation, the CITY's exercise of its rights under the changes clause, regardless of the extent or number of such changes, or the CITY's exercise of any of its remedies or any requirement to correct or re-execute defective Work, shall not under any circumstances be construed as delays, hindrances, or interference compensable further than as described herein.

ARTICLE 6
CONTRACT PRICE AND CONTRACT PAYMENTS

6(A) **Based on Engineering Construction Drawings and Specifications, identified as Bid No. 2025-024, Avenue D Roadway Reconstruction Plans (N 29th Street to US 1) all of which are hereby incorporated herein by reference and made a part hereof, the CONTRACTOR shall provide all labor and materials required to complete construction as prescribed in the aforementioned Drawings and Specifications, for the sum not to exceed: $_____**

(Written Amount)

6(B) Prior to review of the first payment request, the CONTRACTOR must submit to the CITY and receive the CITY's approval for the schedule of values apportioning the entire Contract Amount among the different elements of the Project (hereinafter the "Schedule of Values") for purposes of periodic and final payment. The Schedule of Values shall be presented in whatever format, with such detail including labor and material breakout, and backed up with whatever supporting information the CITY requests (see also the specifications for additional information). The CONTRACTOR shall not imbalance its Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the CONTRACTOR shall constitute a material breach of this Contract. The Schedule of Values will be utilized for the CONTRACTOR's Payment Requests but shall only be so utilized after it has been approved in writing by the CITY.

6(C) The CITY shall pay the Contract Amount to the CONTRACTOR in accordance with Florida Statute 218.735 and the procedures set forth herein. On or before the tenth (10th) calendar day of each month after commencement of performance, but no more frequently than once monthly, the CONTRACTOR may submit a payment request for the period ending the last calendar day of the previous month hereafter (hereinafter the "Payment Request"). Said Payment Request shall be in such format and include whatever supporting information that may be required by the City Engineer or his designee. Upon receipt of a proper Payment Request, the City shall make payment within twenty (20) business days. If there is a dispute as to the Payment Request, the City shall notify the CONTRACTOR in writing, commence the dispute resolution within thirty (30) days, and conclude the final decision within forty-five (45) days.

Therein, the CONTRACTOR may request payment for ninety-five percent (95%) of that part of the Contract Amount allocable to Contract requirements properly provided, labor, materials, and equipment properly incorporated in the Project, and materials or equipment necessary for the Project and properly stored at the Project site, or elsewhere if offsite storage is approved in writing by the City Engineer, less the total amount of previous payments received from the CITY. Payment for materials stored offsite shall be at the discretion of the CITY and if approved, the CONTRACTOR shall provide appropriate documentation to substantiate materials are stored in a bonded warehouse or facility, title or other proof of ownership has been transferred to the CITY, and that materials have been purchased and paid for by the CONTRACTOR. Copies of paid invoices must be submitted to the City Engineer with Payment Request. Risk of loss shall be borne by, and insurance must be provided by the CONTRACTOR while in storage and in transit. Hard cost of Builders Risk Insurance to be paid by CONTRACTOR and such cost is not subject to CONTRACTOR's fee.

Amounts reflected in Change Orders may be included in Payment Requests to the extent they are not in dispute and subject to final approval of cost to the CITY for such changes in the Work.

Each Payment Request shall be signed by the CONTRACTOR and shall constitute the CONTRACTOR's representation that the quantity of Work has reached the level for which payment is requested, that the Work has been properly installed or performed in strict compliance with this Contract, and that the CONTRACTOR knows of no reason why payment should not be made as requested.

Thereafter, the City Engineer shall review the Payment Request and may also review the Work at the project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Payment Request and is as required by this Contract. The amount of each such payment shall be the amount approved for payment by the City Engineer, less such amounts, if any, otherwise owing by the CONTRACTOR to the CITY or which the CITY shall have the right to withhold as authorized by this Contract, subject to approval by the CITY. Approval of the CONTRACTOR's Payment Requests shall not preclude the CITY from the exercise of any of its rights as set forth herein.

The submission by the CONTRACTOR of a Payment Request also constitutes an affirmative representation and warranty that all Work for which the CITY has previously paid is free and clear of any lien, claim, or other encumbrance of any person whatsoever. As a condition precedent to payment, the CONTRACTOR shall, as required by the CITY, also furnish to the City Engineer properly executed waivers of lien or claim, in a form acceptable to the CITY, from all subcontractors, material, men, suppliers or others having lien or claim rights, wherein said subcontractors, material, men, suppliers or others having lien or claim rights, shall acknowledge receipt of all sums due pursuant to all prior Payment Requests and waive and relinquish any liens, lien rights or other claims relating to the Project site. Furthermore, the CONTRACTOR warrants and represents that, upon payment of the Payment Request submitted, title to all Work included in such payment shall be vested in the CITY, even though responsibility for the care and maintenance of said Work rests with CONTRACTOR until Substantial Completion of contracted Project.

6(D) When payment is received from the CITY, the CONTRACTOR shall promptly pay all subcontractors, material men, laborers, and suppliers the amounts they are due for the Work covered by such payment.

6(E) Neither payment to the CONTRACTOR, utilization of the Project for any purpose by the CITY, nor any other act or omission by the CITY shall be interpreted or construed as an acceptance of any Work of the CONTRACTOR not strictly in compliance with this Contract.

After written notice to the CONTRACTOR and a reasonable opportunity to cure, the CITY shall have the right to refuse to make payment, in whole or in part, and, if necessary, may demand the return of a portion or the entire amount previously paid to the CONTRACTOR due to:

(1) The quality of a portion, or all, of the CONTRACTOR's Work not being in requirements of this Contract; or

(2) The quantity of the CONTRACTOR's Work not being as represented in the CONTRACTOR's Payment Request, or otherwise; or

(3) The CONTRACTOR's rate of progress being such that, in the opinion of the City Engineer or his designee, Substantial Completion may be inexcusably delayed; or

(4) The CONTRACTOR's failure to use Contract funds, previously paid the

CONTRACTOR by the CITY to pay CONTRACTOR's project-related obligations including, but not limited to, subcontractors, laborers, and material and equipment suppliers; or

(5) Claims made, or likely to be made, against the CITY or its property for which the CONTRACTOR or its agents or subcontractors or others for whom it is responsible are, or reasonably appear to be at fault; or

(6) Loss caused by the CONTRACTOR; or

(7) The CONTRACTOR's failure or refusal to perform any of its obligations to the CITY after written notice and a reasonable opportunity to cure as set forth above.

In the event that the CITY makes written demand upon the CONTRACTOR for amounts previously paid by the CITY as contemplated in this Subarticle 6(E), the CONTRACTOR shall promptly comply with such demand. The CITY's rights hereunder survive the term of this Contract, are not waived by final payment and/or acceptance and are in addition to CONTRACTOR's obligations in Article 14 and elsewhere herein.

6(F) When the CONTRACTOR believes that Substantial Completion has been achieved, the CONTRACTOR shall notify the CITY in writing and shall furnish a listing of those matters yet to be finished. The City Engineer or his designee will thereupon conduct a site review to confirm that the Work is in fact substantially complete. Upon confirmation that the CONTRACTOR's Work is substantially complete, the City Engineer or his designee will therein set forth the date of Substantial Completion for approval. After approval the CITY will so notify the CONTRACTOR. If the City Engineer or his designee, through his review, fails to find that the CONTRACTOR's Work is substantially complete, and is required to repeat all, or any portion, of its Substantial Completion review, the CONTRACTOR shall bear the cost of such repeat site review(s) which cost may be deducted by the CITY from any payment then or thereafter due to the CONTRACTOR.

Guarantees and equipment warranties required by this Contract shall commence on the date of Substantial Completion.

Upon Substantial Completion, the CITY shall pay the CONTRACTOR an amount sufficient to increase total payments to the CONTRACTOR to one hundred percent (100%) of the Contract Amount less any amounts attributable to damages, and less one hundred fifty percent (150%) of the costs, as

reasonably determined by the CITY for completing all incomplete Work, correcting, and bringing into conformance all defective and nonconforming Work, and handling any outstanding or threatened claims. Such a calculation by the City Engineer of costs for completing all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, and handling any outstanding or threatened claims shall not bar the CITY from exercise of its rights elsewhere herein, in Article 16 below, or otherwise as provided by law for any incomplete, defective, or nonconforming Work or claims which are discovered by the CITY after the date of making such calculation or after the date of any partial or final payment, whether or not such incomplete, defective or nonconforming Work or claims were obvious or

should have been discovered earlier.

6(G) When the Project is complete and the CONTRACTOR is ready for a final review, they shall notify the CITY Engineer and the CITY Representative thereof in writing. Thereupon, the City Engineer or City Representative will perform a final inspection of the Project. If the City Engineer concurs that the Project is complete and in full accordance with this Contract and that the CONTRACTOR has performed all of their obligations to the CITY hereunder, the CONTRACTOR will furnish a final Request for Payment to the CITY certifying to the CITY that the Project is complete and the CONTRACTOR is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. If the City Engineer is unable to issue his final Approval for Payment and is required to repeat the final inspection of the Project, the CONTRACTOR shall bear the cost of such repeat inspection(s), which costs may be deducted by the CITY from the CONTRACTOR's final payment.

6(H) In addition to other remedies of the CITY, actual damages may be withheld or collected for failure to meet the date for final completion as set forth in Article 5 above and elsewhere herein.

6(I) The CITY shall, subject to its rights set forth in Subarticle 6 above, endeavor to make final payment of all sums due the CONTRACTOR within thirty (30) calendar days of the final Request for Payment, with the exception of items in dispute or concerning which the City Engineer has exercised any of his rights to investigate or remove.

ARTICLE 7
INFORMATION AND MATERIAL SUPPLIED BY THE CITY

7(A)(i) The CITY shall furnish to the CONTRACTOR, prior to the execution of this Contract, any and all written and tangible material in its possession concerning existing site conditions within the limits of the Project. Such written and tangible material is furnished to the CONTRACTOR only in order to make complete disclosure of such material as being in the possession of the CITY and for no other purpose. By furnishing such material, the CITY does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all.

7(A)(ii)(a) Differing Site Conditions: The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the City Engineer in writing of : (1) subsurface or latent physical conditions at the site differing materially from those indicated in the contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in Work of the character provided for in this contract. The City Engineer or his designee shall investigate the conditions, and if it is discovered that such conditions do materially so differ and cause an increase or decrease in the CONTRACTOR's cost of, or the time required for, performance of any part of the Work under this Contract, whether or not changed as a result of such conditions, an adjustment shall be made, through negotiation and mutual agreement, and the contract modified in writing accordingly.

7(A)(ii)(b) No claim of the CONTRACTOR under this clause shall be allowed unless the CONTRACTOR has given the notice required herein: provided, however, the time prescribed

therefore may be extended by the CITY.

7(A)(ii)(c) No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if asserted after final payment under this Contract.

7(B) The CONTRACTOR is responsible for obtaining ALL permits and paying all fees required of the CONTRACTOR by this Contract or permits and fees customarily the responsibility of the CONTRACTOR. The CONTRACTOR shall coordinate with the CITY and all other authorities having jurisdiction.

7(C) The City Manager and the City Engineer or his designee shall be the sole authorized representatives of the CITY. Other than in matters of public safety or in time of natural disaster or crisis, the CONTRACTOR shall not take direction or act upon information from any City personnel other than the City's authorized representative(s). This provision shall in no way limit the authority of the Procurement Director as described herein or of the City Attorney's Office or Building Department.

ARTICLE 8
CEASE AND DESIST ORDER OWNER'S RIGHT TO PERFORM WORK

8(A) In the event the CONTRACTOR fails or refuses to perform the Work, or any separable part thereof, as required herein, or with the diligence that will ensure its proper, timely completion in accordance with the Contract Documents, the City Engineer may instruct the CONTRACTOR, by written notice, to cease and desist further Work, in whole or in part, or to correct deficient Work. Upon receipt of such instruction, the CONTRACTOR shall immediately cease and desist, or proceed, as instructed by the CITY. In the event the City Engineer issues such instructions to cease and desist, the CONTRACTOR must, within seven (7) calendar days of receipt of the City Engineer's instructions, provide a written, verified plan to eliminate or correct the cause of the City Engineer's order, which plan appears to the City Engineer to be reasonable, actually attainable and in good faith. In the event that the CONTRACTOR fails and/or refuses to provide such a plan or diligently execute an approved plan, then the CITY shall have the right, but not the obligation, to subcontract the Work, or any portion thereof, with its own forces, or with the forces of another contractor, and the CONTRACTOR shall be fully responsible and liable for the costs of the CITY performing such Work, which costs may be withheld from amounts due to the CONTRACTOR from the CITY. The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies the CITY may have against the CONTRACTOR.

If Work completed by the CITY or other contractors affects, relates to, is to be attached onto or extended by later Work of the CONTRACTOR, the CONTRACTOR shall, prior to proceeding with the later Work, and to the extent visible, report any apparent defects or variance from the Contract

requirements which would render the CONTRACTOR's later Work not in compliance with the Contract requirements or defective or not in compliance with warranties or other obligations of the CONTRACTOR hereunder.

8(B) The provisions of this Article shall be in addition to the CITY's ability to remove portions of the Work from this Contract and complete it separately.

ARTICLE 9
DUTIES, OBLIGATIONS, AND RESPONSIBILITIES OF THE CONTRACTOR

In addition to any and all other duties, obligations, and responsibilities of the CONTRACTOR set forth in the Contract Documents, the CONTRACTOR shall have and perform the following duties, obligations, and responsibilities to the CITY:

9(A) Reference is hereby made to the continuing duties set forth in Subarticle 3(H) which are by reference hereby incorporated in this Subarticle 9(A). The CONTRACTOR shall not perform Work without adequate plans and specifications, or without, as appropriate, approved shop drawings, or other submittals. If the CONTRACTOR performs Work knowing or believing, or if through exercise of reasonable diligence they should have known that such Work involves an error, inconsistency, or omission in the Contract without first providing written notice to the City Engineer, the CONTRACTOR shall be responsible for such Work and shall correct same bearing the costs set forth in Article 3(H) above.

9(B) All Work shall strictly conform to the requirements of this Contract. To that end, the CONTRACTOR shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work, unless otherwise specified in the Contract Documents;

9(C) The Work shall be strictly supervised, the CONTRACTOR bearing full responsibility for any and all acts, errors, or omissions of those engaged in the Work on behalf of the CONTRACTOR, including, but not limited to, all subcontractors and their employees. The CONTRACTOR shall maintain an on-site superintendent while any portion of the Work is being performed.

9(D) The CONTRACTOR hereby warrants that all laborers furnished under this Contract shall be qualified and competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all materials and equipment provided shall be new (unless otherwise specified) and of high quality, that the completed Work will be complete, of high quality, without defects, and that all Work strictly complies with the requirements of this Contract. Any Work not strictly complying with the requirements of this Subarticle shall constitute a breach of this CONTRACTOR's warranty.

9(E) The CONTRACTOR will be responsible for acquiring the permit(s) and calling for routine inspections. The CONTRACTOR will cooperate with and abide by the decision of inspectors having jurisdiction. The CONTRACTOR shall comply with all legal requirements applicable to the Work.

9(F) The CONTRACTOR shall employ and maintain at the Project site only competent, qualified full time supervisory personnel, augmented with part time and offsite supervision, to be identified in the approved general conditions. Key supervisory personnel assigned by the CONTRACTOR to this Project are as follow

NAME	FUNCTION

If at any time the City Engineer or his designee reasonably determines that any employee of the CONTRACTOR is not properly performing the Work in the best interest of the project, or is hindering the progress of the Work, or is otherwise objectionable, the City Engineer shall so notify the CONTRACTOR, whom shall replace the employee as soon as possible, at no increased cost to the CITY.

9(G) The CONTRACTOR must submit to the City Engineer and the City Representative the CONTRACTOR's schedule for completing the Work prior to submittal of the first application for payment. The CITY Engineer will not review any payment request until such schedule has been submitted and approved. Such schedule shall be in a form as specified in the Technical Specifications which shall provide for expeditious and practicable construction of the Project. The CONTRACTOR's schedule shall be updated no less frequently than monthly (unless the parties otherwise agree in writing) and shall be updated to reflect conditions encountered from time to time and shall apply to the total project. Each such revision shall be furnished to the City Engineer and the City Representative. Strict compliance with the requirements of this Subarticle 9(G) shall be a condition precedent to payment to the CONTRACTOR and failure by the CONTRACTOR to strictly comply with said requirements shall constitute a material breach of this Contract.

9(H) The CONTRACTOR shall keep an updated copy of the Contract Documents at the site. Additionally, the CONTRACTOR shall keep a copy of approved shop drawings and other submittals. All of these items shall be available to the City Engineer during all regular business hours.

9(I) Shop drawings and other such submittals from the CONTRACTOR do not constitute a part of the Contract. The CONTRACTOR shall not do any Work requiring shop drawings or other submittals unless such has been approved in writing by the City Engineer or as required by the Contract Documents. All Work requiring approved shop drawings or other submittals shall be done in strict compliance with such approved documents or Contract requirements. However, approval by the City Engineer shall not be evidence that Work installed pursuant thereto conforms with the requirements of this Contract and shall not relieve the CONTRACTOR of responsibility for deviations from the Contract unless the City Engineer has been specifically informed of the deviation by a writing incorporated in the submittals and has approved the deviation in writing.

The delivery of submittals shall constitute a representation by the CONTRACTOR that it has verified that the submittals meets the requirements of the Contract, or will do so, including field measurements, materials, and field construction criteria related thereto.

The City Engineer shall have no duty to review partial submittals or incomplete submittals. The CONTRACTOR shall have the duty to carefully review, inspect,

examine, and physically stamp and sign any and all submittals before submission of same to the City Engineer.

9(J) The CONTRACTOR shall maintain the Project site and adjacent areas affected by its Work and/or the acts of its employees, material, men, and subcontractors in a reasonably clean condition during performance of the Work. Upon Substantial Completion, the CONTRACTOR shall thoroughly clean the Project site of all debris, trash, and excess materials or equipment. If the CONTRACTOR fails to do so, the CITY may complete the cleanup, by its own forces or by separate contract, and shall be entitled to charge the CONTRACTOR for same through the collection or withholding of funds through the mechanisms provided elsewhere herein.

9(K) At all times relevant to this Contract, the CONTRACTOR shall permit the CITY and its consultants to enter upon the Project site and any offsite lay down areas, and to review or inspect the Work and any materials on any such site, without formality or other procedure.

9(L) The CONTRACTOR recognizes that the CITY may enter into other contracts to perform Work relating to the Project, or to complete portions of the Work itself, the CONTRACTOR shall ensure that its forces reasonably accommodate the forces of the CITY and other contractors hired by the CITY. The CONTRACTOR shall coordinate its schedule with the Work of other contractors. If the CONTRACTOR claims that delay or damage results from these actions of the CITY, it shall promptly submit a claim as provided herein.

9(M) PROTECTION OF PERSONS AND PROPERTY. It shall be the responsibility of the CONTRACTOR to initiate, continue, and supervise all safety programs and precautions in the performance of the terms of this Contract. The CONTRACTOR shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to its employees, subcontractors' employees, employees of the CITY, and members of the public, the Work itself and unassembled components thereof, and other property at the site or adjacent thereto. As part of the CONTRACTOR's obligations hereunder, the CONTRACTOR shall erect and maintain safeguards, barriers, signs, warnings, etc.

With notice to the CITY Engineer, the CONTRACTOR shall promptly remedy loss or damage to the Work or any person or property described herein caused in whole or in part by the acts of the CONTRACTOR or any subcontractor, sub-subcontractor or material man. This obligation shall be in addition to the requirements of Article 10 herein. The City Engineer may direct the CONTRACTOR to remedy violations of applicable laws, rules, regulations, and interpretations related to safety when and if observed on the site. However, through exercising this authority the City Engineer shall not incur any obligations to monitor, initiate, continue, or supervise safety programs and precautions such to diminish the CONTRACTOR's primary role in same. The City Engineer shall have the right to report suspected safety violations to the Occupational Safety and Health Administration (OSHA).

The CONTRACTOR shall promptly notify the City Engineer upon discovery of any unidentified material which CONTRACTOR reasonably believes to be asbestos, lead, PCB, or other hazardous material, and shall immediately stop Work in the affected area of the Project. The CONTRACTOR shall not be responsible for removal or other Work with regard to such hazardous material unless otherwise agreed between the City Engineer and the

CONTRACTOR. In the case of Work stopped hereunder, Article 6 shall apply to claims for delay, hindrance or interference. Work will resume in the affected area of the Project immediately after such time as the hazardous material has been removed or rendered harmless, as certified by an industrial hygienist to be engaged by the CITY.

ARTICLE 10
INDEMNITY

Except for expenses or liabilities arising from the negligence of the CITY, the CONTRACTOR hereby expressly agrees to indemnify and hold the CITY harmless against any and all expenses and liabilities arising out of the performance or default of this Contract as follows:

10(A) CONTRACTOR shall indemnify and hold harmless, to the maximum extent permitted by law, CITY and its officers and employees, from and against any and all liability, damages, losses, (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent, or groundless), and costs (including reasonable attorney fees, litigation, arbitration, mediation, and appeal expenses) to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employed by or utilized by the CONTRACTOR in CONTRACTOR's performance of this Agreement.

10(B) CONTRACTOR's obligation to indemnify and hold harmless shall remain in effect and shall be binding upon CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

10(C) CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which CITY may immediately terminate or suspend this Agreement.

ARTICLE 11
CLAIMS BY THE CONTRACTOR

Claims by the CONTRACTOR against the CITY, other than for time extensions covered by Article 5 hereof, are subject to the following terms and conditions:

11(A) All CONTRACTOR claims against the CITY shall be initiated by a written claim submitted to the CITY. Notice of such claim shall be received by the CITY no later than either ten (10) calendar days after the event, or ten (10) calendar days after the first appearance of the circumstances causing the claim, whichever is sooner, and same shall set forth in detail all known facts and circumstances supporting the claim. Final costs associated with any claim upon which notice has been filed must be submitted in writing to the CITY within thirty (30) calendar days after notice has been received.

11(B) The CONTRACTOR and the CITY shall continue their performance hereunder regardless of the existence of any claims submitted by the CONTRACTOR including claims

set forth in Article 6 hereof.

11(C) In the event the CONTRACTOR discovers previously concealed and unknown site conditions which are materially vary from those typically and ordinarily encountered in the general geographical location of the Project, the Contract Price may, with the approval of the CITY, be modified, either upward or downward, upon the written notice of claim made by either party within ten (10) calendar days after the first appearance to such party of the circumstances. Final costs must be submitted within thirty (30) calendar days after such notice is received by the CITY, unless extended by written agreement of the parties. As a condition precedent to the CITY having any liability to the CONTRACTOR due to concealed and unknown conditions, the CONTRACTOR must give the City Engineer written notice of, and an opportunity to observe, such condition prior to disturbing it. The failure by the CONTRACTOR to give the written notice and make the claim as provided by this Subarticle 11(C) and Subarticle 7(A)(ii) shall constitute a waiver by the CONTRACTOR of any rights arising out of or relating to such concealed and unknown condition.

11(D) In the event the CONTRACTOR seeks to make a claim for an increase in the Contract Amount, as a condition precedent to any liability of the CITY therefore, unless emergency conditions exist, the CONTRACTOR shall strictly comply with the requirements of Subarticle 11(A) above and such claim shall be made by the CONTRACTOR before proceeding to execute any Work for which a claim is made. Failure to comply with this condition precedent shall constitute a waiver by the CONTRACTOR of any claim for additional compensation.

11(E) In connection with any claim by the CONTRACTOR against the CITY for compensation in excess of the Contract Amount, any liability of the CITY for the CONTRACTOR's cost shall be limited to those cost categories set forth in Article 13(E) below.

ARTICLE 12
SUBCONTRACTORS

12(A) Prior to execution of this Contract, the CONTRACTOR shall have identified to the City Engineer, in writing, those parties required to be listed on the proposal form as subcontractors on the Project. Any changes to this list at any time shall be subject to the prior approval of the City Engineer. The City Engineer shall, in writing, state any objections the CITY may have to one or more of such subcontractors. The CONTRACTOR shall not enter into a subcontract with an intended subcontractor to whom the CITY reasonably objects. If at any time the CITY objects to a subcontractor, the CONTRACTOR shall solicit proposals from potential replacements and shall submit the three lowest proposals to the City Engineer, along with the CONTRACTOR's proposed choice as replacement without an increase in bid price.

All subcontracts shall afford the CONTRACTOR rights against the subcontractor which correspond to those rights afforded to the CITY against the CONTRACTOR herein, including those rights of Contract termination as set forth herein.

12(B) Each and every subcontract related to the Project is hereby assigned by the CONTRACTOR to the CITY, contingent upon the termination of this Contract for default or convenience as provided herein, and only as to those subcontracts which the City Engineer

accepts in writing directed to the CONTRACTOR. This contingent assignment is subject to the prior rights of any surety obligated under a bond related to this Contract. This contingent assignment will operate prospectively from the effective date of assignment, and will not obligate the CITY to any liabilities existing on the effective date of the assignment, or arising from events, acts, failures to act, facts or circumstances existing prior to the effective date of the assignment. The contracts subject to this contingent assignment shall also be further assignable by the CITY, at the CITY's sole option. The CONTRACTOR shall bear the responsibility of notifying subcontractors of this contingent assignment and including it in all subcontracts in connection with the Project.

ARTICLE 13
CHANGE ORDERS

One or more changes to the Work within the general scope of this Contract may be ordered by Change Order. The CITY may also issue written directions for minor changes in the Work and may issue Construction Change Directives, as set forth below. The CONTRACTOR shall proceed with any such changes or Construction Change Directives without delay and in a diligent manner, and same shall be accomplished in strict accordance with the following terms and conditions:

13(A) Change Order shall mean a written order to the CONTRACTOR executed by the CITY after execution of this Contract, directing a change in the Work. A Change Order may include a change in the contract amount (other than a change attributable to damages to the CONTRACTOR for delay as provided in Article 6 hereof) or the time for the CONTRACTOR's performance, or any combination thereof. Where there is a lack of total agreement on the terms of a Change Order or insufficient time to execute a bilateral change, the CITY may also direct a change in the Work in the form of a Construction Change Directive, which will set forth the change in the Work and the change, if any, in the Contract Amount or time for performance, for subsequent inclusion in a Change Order; Construction Change Directives shall include a not-to-exceed preliminary price, against which the CONTRACTOR may begin billing (subject to the requirements for pay applications elsewhere herein) as the Work is performed.

a. The CONTRACTOR shall furnish a price breakdown, itemized as required and within the time specified by the City Engineer, with any proposal for a contract modification.

b. The price breakdown:

   (a) Must include sufficient detail to permit an analysis of all costs for material, labor, equipment, and subcontracts; and

   (b) Must cover all Work involved in the modification, whether the Work was deleted, added, or changed.

c. The CONTRACTOR shall provide similar price breakdowns to support any amounts claimed for subcontracts.

d. The CONTRACTOR's proposal shall include a complete justification for any time extension proposed.

13(B) Any change in the contract amount resulting from a Change Order shall be determined as follows:

(1) By mutual agreement between the CITY and the CONTRACTOR as evidenced by: (a) the change in the Contract Amount being set forth in the Change Order, (b) such change in the Contract Amount, together with any conditions or requirements relating thereto, being initialed by both parties, and (c) the CONTRACTOR's execution of the Change Order; or

(2) If no mutual agreement occurs between the CITY and the CONTRACTOR, the change in the Contract Amount, if any, shall be derived by determining the reasonable actual costs incurred or savings achieved, resulting from revisions in the Work. Such reasonable actual costs or savings shall include a component for direct job site overhead and profit but shall not include home-office overhead or other indirect costs or components. The calculation of actual costs shall conform to the markup schedule in Article 13(E) below. Any such costs or savings shall be documented in the format and with such content and detail as the CITY requires.

The CONTRACTOR shall promptly submit such documentation and other backup as the CITY may require in evaluating the actual costs incurred.

13(C) The execution of a Change Order by the CONTRACTOR shall constitute conclusive evidence of the CONTRACTOR's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price, and the time for performance by the CONTRACTOR. The CONTRACTOR, by executing the Change Order, waives and forever releases any claim against the CITY for additional time or compensation for matters relating to, arising out of or resulting from the Work included within or affected by the executed Change Order of which the CONTRACTOR knew or should have known.

13(D) The CONTRACTOR shall notify and obtain the consent and approval of the CONTRACTOR's surety with reference to all Change Orders if such notice, consent or approval are required by the CITY, the CONTRACTOR's surety, or by law. The CONTRACTOR's execution of the Change Order shall constitute the CONTRACTOR's warranty to the CITY that the surety has been notified of, and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

13(E) For the purpose of Change Orders, the following definitions of terms apply:

CONTRACTOR's or Subcontractor's Materials shall include the cost of materials, sales tax, and the cost of all transport. The cost of items listed shall be directly related to the Change Order. Indirect costs not specifically related to the Change Order shall not be considered.

CONTRACTOR's or Subcontractor's Direct Labor Cost shall be limited to the hourly rate of directly involved Workmen, employer contributions towards company standard benefits, pensions, unemployment or social

security (if any), and employer costs for paid sick and annual leave.

CONTRACTOR's or Subcontractor's Overhead shall include license fees, bond premiums, supervision, wages of timekeepers and clerks, incidentals, home and field office expense, and vehicle expense directly related to the Project, and all other direct Project expenses not included in the CONTRACTOR's materials, direct labor, and equipment costs.

The allowance for Overhead and Profit shall be limited to the following schedule:

1. For the CONTRACTOR, for any Work performed by the CONTRACTOR's own forces, 15% of the Subtotal of Costs to the CONTRACTOR.

2. For the CONTRACTOR, for any Work performed by his Subcontractor, 6% of the amount due the Subcontractor.

3. For each Subcontractor or Sub-subcontractor involved, for any Work performed by their own forces, 15% of their materials and direct labor costs.

4. For each Subcontractor, for Work performed by his Sub-subcontractor(s), 6% of the amount due the Sub-subcontractor.

For Change Orders, the total cost or credit to the Owner shall be based on the following schedule:

CONTRACTOR's Materials Cost
+ CONTRACTOR's Direct Labor Costs
+ CONTRACTOR's Equipment Costs (includes owned/rental equipment)
+ Applicable Subcontractor Costs
Subtotal of Costs to the CONTRACTOR
+ CONTRACTOR's Overhead and Profit
Total Cost or Credit to the Owner

13(F) Nothing Contained in this Article shall be deemed to contradict or limit the terms of Article 6(E) herein.

ARTICLE 14
DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK

14(A) In the event that the CONTRACTOR covers, conceals, or obscures its Work in violation of this Contract or in violation of an instruction from the City Engineer, such Work shall be uncovered and displayed for review by the City Engineer and/or the City's consultants upon request, and shall be reworked at no cost in time or money to the CITY.

14(B) If any of the Work is covered, concealed, or obscured in a manner not covered by Subarticle 14(A) above, it shall, if directed by the City Engineer, be uncovered and displayed for the City Engineer and/or the City's consultants. If the uncovered Work conforms strictly to

this Contract, the costs incurred by the CONTRACTOR to uncover and subsequently, replace such Work shall be done by the CITY. Otherwise, such costs shall be borne by the CONTRACTOR.

14(C) The CONTRACTOR shall, at no cost in time or money to the CITY, correct Work rejected by the City Engineer as defective or failing to conform to this Contract. Additionally, the CONTRACTOR shall reimburse the CITY for all testing, review, inspections, and other expenses incurred as a result thereof.

14(D) In addition to its warranty obligations set forth elsewhere herein and any manufacturers' warranties provided on the Project, and in addition to other remedies provided herein or by law to the CITY, the CONTRACTOR shall be specifically obligated to promptly correct any and all defective or nonconforming Work, whether obvious or after-discovered, for a period of twelve (12) months following Substantial Completion upon written direction from the City Engineer.

14(E) The City Engineer may, but shall in no event be required to, choose to accept defective or nonconforming Work. In such event, the Contract Amount shall be reduced by the greater of: (1) the reasonable costs of removing and correcting the defective or nonconforming Work plus 150% of costs, or (2) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Amount, if any, is sufficient to compensate the CITY for the acceptance of defective or nonconforming Work, the CONTRACTOR shall, upon written demand from the CITY, pay the CITY such remaining compensation for accepting defective or nonconforming Work. The CONTRACTOR shall have an opportunity to correct any defect or non-conformance prior to the CITY taking the above actions. The contractor, upon written notice of any defect or non-conformance, shall have ten (10) calendar days to make corrections, unless the City Engineer agrees that the correction will require more than ten (10) calendar days to correct and agrees, in writing, to correct the defect or non-conformance.

ARTICLE 15
CITY'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE

15(A) In addition to the CITY's rights under Article 8 and elsewhere herein, the CITY shall have the right at any time to direct the CONTRACTOR to suspend its performance, or any designated part thereof when in the interests of the CITY. If any such suspension is directed by the CITY, the CONTRACTOR shall immediately comply with same.

15(B) In the event the City Engineer directs a suspension of performance under this Article, through no fault of the CONTRACTOR, if the suspension is lifted other than by termination, the CITY shall pay the CONTRACTOR as full compensation for such suspension the CONTRACTOR's ordinary and reasonable costs, actually incurred and paid, of:

(1) demobilization and remobilization, including such justifiable costs paid to subcontractors (cost categories and markups limited to those set forth in Article 13(E) above); and

(2) preserving and protecting Work in place; and

(3) approved storage of materials or equipment purchased for the Project, including insurance thereon; and

(4) substantiated extended field office overhead (no home office overhead).

15(C) The CITY may order suspension of the Work in whole or in part for such time as deemed necessary because of the failure of the CONTRACTOR to comply with any of the requirements of this Agreement, and the Agreement's Completion Date shall not be extended on account of any such suspension of Work.

When the City Engineer orders any suspension of the Work under this Subarticle 15(C), the CONTRACTOR shall not be entitled to any payment for Work which the CONTRACTOR performs after notice of suspension and/or during the suspension period and shall not be entitled to any costs or damages resulting from such suspension.

15(D) The CITY's rights under this Article shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 16
TERMINATION BY THE CITY

The CITY may terminate this Contract in accordance with the following terms and conditions:

16(A) Termination for Convenience. The CITY may, when in the interests of the CITY, terminate performance under this Contract by the CONTRACTOR, in whole or in part, for the convenience of the CITY. The CITY shall give written notice of such termination to the CONTRACTOR specifying when termination becomes effective. The CONTRACTOR shall incur no further obligations in connection with the Work so terminated, other than warranties and guarantees for completed Work and installed equipment, and the CONTRACTOR shall stop Work when such termination becomes effective. The CONTRACTOR shall also terminate outstanding orders and subcontracts for the affected Work. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The CITY may direct the CONTRACTOR to assign the CONTRACTOR's right, title, and interest under termination orders or subcontracts to the CITY or its designee. The CONTRACTOR shall transfer title and deliver to the CITY such completed or partially completed Work and materials, equipment, parts, fixtures, information, and contract rights as the CONTRACTOR has in their possession or control. When terminated for convenience, the CONTRACTOR shall be compensated as follows:

16(A)(1) The CONTRACTOR shall submit a termination claim to the CITY specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the CITY. If the CONTRACTOR fails to file a termination claim within one (1) year from the effective date of termination, the CITY shall pay the CONTRACTOR an amount derived in accordance with Subarticle 16(A)(3)

below.

16(A)(2) The CITY and the CONTRACTOR may agree to the compensation, if any, due to the CONTRACTOR hereunder.

16(A)(3)Absent agreement to the amount due to the CONTRACTOR, the CITY shall pay the CONTRACTOR the following amounts:

(a) Contract costs for labor, materials, equipment, and other services accepted under this Contract.

(b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the CONTRACTOR's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the CONTRACTOR would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any.

(c) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subarticle (A) of this Article (if contingent assignment of such contracts has not been elected as provided herein). These costs shall not include amounts paid in accordance with other provisions hereof. This clause is subject to and the CONTRACTOR shall be limited by the CITY's right to direct the replacement of subcontractors under Article 12 (A).

(d) The total sum to be paid the CONTRACTOR under this Subarticle 16(A) shall not exceed the total contract amount, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

16(B) Termination for Cause. If the CONTRACTOR does not perform the Work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment, or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Contract, then the CITY, in addition to any other rights it may have against the CONTRACTOR or others, may terminate the performance of the CONTRACTOR, in whole or in part at the CITY's sole option, and assume possession of the Project site and of all materials and equipment at the site and may complete the Work.

In such case, the CONTRACTOR shall not be paid further until the Work is complete. After Completion has been achieved, if any portion of the Contract Amount, as it may be modified hereunder, remains after the cost to the CITY of completing the Work, including all

costs and expenses of every nature incurred, has been deducted by the CITY, such remainder shall belong to the CONTRACTOR. Otherwise, the CONTRACTOR shall pay and make whole the CITY for such cost. This obligation for payment shall survive the termination of the Contract.

In the event the employment of the CONTRACTOR is terminated by the CITY for cause pursuant to this Subarticle 16(B) and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subarticle 16(A) and the provisions of Subarticle 16(A) shall apply.

16(C) Termination for Non-Appropriation. The CITY may also terminate this Contract, in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the Project, regardless of the source of such funds, and such termination shall be on the terms of Subarticle 16(A).

16(D) The CITY's rights under this Article shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 17
INSURANCE

17(A) CONTRACTOR shall be responsible for all damage to person and or property resulting from its negligent acts, reckless or intentional misconduct, errors, or omissions, or those of their subcontractors, agents, or employees in connection with such services and shall be responsible for all parts of its Work, both temporary and permanent.

17(A)(1) Evidence of Insurance

CONTRACTOR shall, at its own expense, procure and maintain throughout the term of this Contract, with insurers acceptable to the CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein. CONTRACTOR shall not commence Work until the required insurance is in force and evidence of insurance acceptable to the CITY has been provided to, and approved by, the CITY. The CITY at all times reserves the right to request such additional documentation and evidence of insurance as in its sole discretion it may require and the CONTRACTOR hereby agrees to provide same.

With respect to the Workers' Compensation/Employer's Liability Insurance, and Business Auto Liability Insurance, an appropriate Certificate of Insurance (which identifies the Project), and a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies), signed by an authorized representative of the insurer(s) shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, Watercraft Liability and Pollution Liability Insurance an appropriate Certificate of Insurance (which identifies the Project) signed by an authorized representative of the insurer, and copies of the actual additional insured and notice of cancellation endorsements as issued on the policy(ies), shall be satisfactory evidence of such insurance. With respect to Property Insurance, a fully completed Evidence of Commercial Property Insurance (ACORD Form 28) signed by an authorized representative of the insurance, a copy of the notice of cancellation endorsement and a copy of the waiver of

subrogation endorsement shall be satisfactory evidence of such insurance. All endorsements shall be properly completed and signed by an authorized representative of the insurer providing the coverage and shall indicate the policy number.

To the extent CONTRACTOR is permitted to and elects to sub-contract any of the Work performed under this Agreement, CONTRACTOR shall require Subcontractors to maintain any and all insurance required by law. Except to the extent required by law, or as otherwise specifically provided by this Agreement, this Agreement does not establish minimum insurance requirements for Subcontractors.

If the insurance policies expire or terminate during the term of this Agreement CONTRACTOR shall provide CITY with renewal or replacement evidence of the insurance, including endorsements, no less than fifteen (15) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to CITY, if requested by CITY, CONTRACTOR shall, within thirty (30) days after receipt of a written request from CITY, provide CITY with a certified copy or certified copies of the policy or policies providing the coverage required by this Article 17. CONTRACTOR may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required by Article 17.

17(A)(2) Workers' Compensation /Employer's Liability Insurance.

Worker's Compensation/Employer's Liability Insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law.

The policy must be endorsed to waive the insurer's right to subrogate against CITY, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver of Our Right to Recover from Others Endorsement (Advisory Form WC 00 03 13) with CITY, and its officials, officers, and employees scheduled thereon.

The policy must be endorsed to provide CITY with thirty (30) days prior written notice of cancellation. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	$2,000,000	Each Accident
	$2,000,000	Disease - Policy Limit
	$2,000,000	Disease – Each Employee

17(A)(3) Commercial General Liability Insurance.

Commercial General Liability Insurance shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than any endorsements specifically required by ISO or the State of Florida.

The coverage may include restrictive endorsements which exclude coverage for liability
arising out of: Mold, fungus, or bacteria
Terrorism
Silica, asbestos, or lead
Sexual molestation"

CITY and its members, officials, officers, and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor).

The policy must be endorsed to provide CITY with 30 days prior written notice of cancellation. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$2,000,000
Each Occurrence	$2,000,000

CONTRACTOR shall continue to maintain products/completed operations coverage in the amounts stated above for a period of three (3) years after the Final Completion of the Work. The insurance shall be on a form no more restrictive than, and shall cover those sources of liability which would be covered by Coverage A of, the latest occurrence form edition of the Commercial General Liability Coverage Form (ISO Form CG 00 01), or of the occurrence Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37), as filed for use in the State of Florida by ISO, without any restrictive endorsements other than those than those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements).

17(A)(4) Automobile Liability Insurance.

Automobile Liability Insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00
01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Work.

The policy must be endorsed to provide CITY with 30 days prior written notice of cancellation.

Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	$2,000,000

17(A)(5) Watercraft Liability

To the extent watercraft are utilized, the CONTRACTOR shall purchase and maintain, or cause its subcontractors to purchase and maintain, insurance which shall, at a minimum, cover the CONTRACTOR and subcontractor for injuries or damage arising out of the use of all owned, non-owned and hired watercraft.

The insurance shall include the CITY and its members, officials, officers and employees as additional insureds.

The policy must be endorsed to provide CITY with 30 days prior written notice of cancellation.

The limits applicable to watercraft liability (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence/Annual Aggregate	$2,000,000

17(A)(6) Pollution Legal Liability

Pollution Legal Insurance shall cover CONTRACTOR for liability resulting from pollution or other environmental impairment arising out of, or in connection with, Work performed under this Agreement, or which arises out of, or in connection with this Agreement, including coverage for clean- up of pollution conditions and third party bodily injury and property damage claims arising from pollution conditions. Such insurance shall also include transportation coverage and non-owned disposal site coverage.

The policy must be endorsed to provide CITY with thirty (30) days prior written notice of cancellation

Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within, three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Claim	$2,000,000
Annual Aggregate	$2,000,000

The CITY and the CITY's members, officials, officers, and employees shall be included as an "Additional Insureds" on the policy.

The Maximum permissible deductible or self-insured retention on the policy shall be $50,000 per claim. The payment of any amount owed under any deductible or self-insured shall be the sole responsibility of CONTRACTOR and CONTRACTOR shall pay on behalf of the CITY or CITY's members, officials, officers, agents and employees any deductible or self-insured retention applicable to a claim against the CITY or the CITY's officials, officers, agents and employees.

17(A)(7) General Conditions

The insurance provided by the CONTRACTOR shall apply on a primary basis to and shall not require contribution from, any other insurance or self-insurance maintained by CITY or CITY's members, officials, officers, or employees. Any insurance, or self-insurance, maintained by the CITY shall be in excess of, and shall not contribute with, the insurance provided by CONTRACTOR.

Except as otherwise specifically authorized in this Agreement, no deductible or self-insured retention for any required insurance provided by CONTRACTOR pursuant to this Agreement will be allowed. To the extent any required insurance is subject to any deductible or self-insured retention (whether with or without approval of CITY), CONTRACTOR shall be responsible for paying on behalf of CITY (and any other person or organization CONTRACTOR has, in this Agreement, agreed to include as an insured for the required insurance) any such deductible or self-insured retention.

Compliance with these insurance requirements shall not limit the liability of CONTRACTOR, its subcontractors, sub-subcontractors, employees, or agents. Any remedy provided to the CITY or CITY's members, officials, officers, or employees by the insurance provided by CONTRACTOR or the CITY shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of CONTRACTOR) available to the CITY under this Contract or otherwise.

Neither approval nor failure to disapprove insurance furnished by CONTRACTOR shall relieve
CONTRACTOR from the responsibility to provide insurance as required by this Contract.

17(A)(8) CONTRACTOR shall deliver to CITY the required certificate(s) of insurance and endorsement(s) before beginning any Work under this Agreement. Failure to do so shall constitute a material breach upon which the City may immediately terminate or suspend this contract.

17(A)(9) At its sole discretion, CITY may obtain or renew CONTRACTOR insurance, and CITY may pay all or part of the premiums. Upon demand, CONTRACTOR shall repay CITY all monies paid to obtain or renew the insurance. CITY may offset the cost of the premium against any monies due CONTRACTOR from CITY. CONTRACTOR's failure to obtain, pay for, maintain any required insurance shall constitute a material breach upon which the CITY may immediately terminate or suspend this agreement.

ARTICLE 18
PERFORMANCE AND PAYMENT BONDS

(a) BONDS REQUIRED: Prior to issuance of the Notice of Commencement, CONTRACTOR shall provide CITY with a Common Law Performance Bond, and a Statutory Payment Bond meeting the standards specified herein, on the forms provided by the CITY, and attached hereto, with a Power of Attorney Affidavit, each in an amount not less than the Contract price. Within fifteen (15) days after issuance of the Notice of Commencement, CONTRACTOR shall record in the public records of the county where the improvement is located, the statutory payment bond and common law performance bond as required in Section 255.05(a) Florida Statutes. CONTRACTOR shall provide the CITY with a true copy of the recorded bond(s) as evidence of such recording.

(b) SURETY'S QUALIFICATIONS: All bonds required under this Contract, including, but not by way of limitation, any Bid Bond, Common Law Performance Bond or Statutory Payment Bond, shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety which holds a certificate of authority authorizing it to write surety bonds in Florida meeting the following requirements:

(1) Ratings by A.M. Best

The surety company or corporation shall have minimum ratings by the A.M. Best Company of A- or better with a Financial Size Category of "V" or larger.

(2) Circular 570
In addition to meeting the requirements of paragraph (1) above, the surety shall also comply with the United State of the Treasury Circular 570, Revised 2022 requirements as set forth in this paragraph (2). The surety shall maintain a current certificate of authority as an acceptable surety on Federal Bonds in accordance with U.S. Department of Treasury Circular 570, Revised 2022. If the amount of the bond exceeds the underwriting limitations set forth in the Circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the Circular and the excess risk must be protected by co-insurance, reinsurance, or other methods in accordance United States Department of Treasury with Treasury Circular 297, revised September 1, 1978 implemented at 31CFR Part 223. Further the surety company shall provide the CITY with evidence satisfactory to the CITY, that such excess risk has been protected in an acceptable manner.

(c) ADDITIONAL OR REPLACEMENT BOND: It is further mutually agreed between the parties hereto that if, at any time, the CITY shall deem the surety or sureties upon any bond to be unsatisfactory, or if for any reason, such bond (because of increases in the Work or otherwise) ceases to be adequate, the CONTRACTOR shall, at their expense within five (5) days after the receipt of notice from the CITY to do so**,** furnish an additional or replacement bond or bonds in such form, amount, and with such surety or sureties as shall be satisfactory to the CITY. In such event, no further payments to the CONTRACTOR shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the CITY.

(d) CO-SURETIES: Subject to the following requirements, the bonds required by this Contract may be provided by more than one surety:

(1) At least one of the co-sureties shall meet the requirements of Paragraph (b) for the full amount of the bond; and

(2) Each surety shall be jointly and several liable for the full amount of the bond required.

(e) FLORIDA AGENT: The surety company shall have a Florida agent whose name shall be listed in the prescribed space on the forms provided by the CITY for all bonds required by the CITY.

ARTICLE 19
PROJECT RECORDS

All documents relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the CONTRACTOR, or any subcontractor of the CONTRACTOR, shall be made available to the CITY and/or their consultants for inspection and copying upon written request by the CITY. Furthermore, said documents shall be made available, upon request by the CITY, to any state, federal or other regulatory authority and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project, its design, and its construction. Said records expressly include those documents reflecting the cost of construction to the CONTRACTOR. The CONTRACTOR shall maintain and protect these documents for no less than three (3) years after Completion of the Project, or for any longer period of time as may be required by law or good construction practice. The CONTRACTOR further agrees to include these provisions in any subcontracts issued by The CONTRACTOR in connection with this Agreement.

ARTICLE 20
APPLICABLE LAW

The laws of the State of Florida shall govern this Agreement. In any litigation arising under this Agreement, the parties agree to a waiver of the right to a trial before a jury, and all such litigation shall be litigated only in a non-jury hearing in St. Lucie County, Florida.

ARTICLE 21
SUCCESSORS AND ASSIGNS

Each party binds itself, its successors, assigns, executors, administrators, or other representatives to the other party hereto and to successors, assigns, executors, administrators, or other representatives of such other party in connection with all terms and conditions of this Contract. The CONTRACTOR shall not assign this Contract without prior written consent of the CITY.

ARTICLE 22
MISCELLANEOUS PROVISIONS

22(A) Compliance By CONTRACTOR: Nondiscrimination

CONTRACTOR shall comply with all Federal, State and Local laws, ordinances, rules and regulations of any authorities throughout the duration of this Agreement. The CONTRACTOR shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold CITY harmless and indemnify same in the event of non-compliance. CONTRACTOR agrees to abide by the requirements under Federal Executive Order Number 11246, "Equal Employment Opportunity" as amended, including specifically the provisions of the equal opportunity clause.

22(B) Drug-Free Workplace

CONTRACTOR shall comply with Section 287.087, Florida Statutes, regarding Drug-Free Workplaces.

22(C) State and Local Taxes

Except as otherwise provided, contract prices shall include all applicable state and local taxes.

CONTRACTOR shall indemnify and hold harmless the CITY for any loss, cost, or expense incurred by, levied upon or billed to the CITY as a result of CONTRACTOR's failure to pay any tax of any type due in connection with this Agreement. CONTRACTOR shall ensure that the above sections are included in all subcontracts and sub-subcontracts and shall ensure withholding on out of state subcontractors and sub-subcontractors to which withholding is applicable.

22(D) Gratuities and Kickbacks

Gratuities. It shall be unethical for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation, or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement of a contract or subcontract, or to any solicitation or proposal therefore.

Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

22(E) Any and all notices required to be sent under this Contract or otherwise shall be sent to the following:

CITY:	**CONTRACTOR**:
Selena D. Griffett, P.E.	
Project Engineer	_____
City of Fort Pierce	_____
100 N. US Highway 1	_____
Fort Pierce, FL 34950	_____
Phone: 772-467-3774	_____
Fax: 772-460-6847	_____

ARTICLE 23
ENTIRE AGREEMENT

Any modification to this Agreement must be supported by an additional, articulated consideration, and must either be in writing, executed by the parties hereto, or, if made orally, should be confirmed in writing, which writing should state the consideration which supports the modification. Failure to confirm an oral modification in writing shall constitute a waiver of any claim for additional compensation with regard to the oral modification. Nothing in this Article shall be construed to limit the CITY's authority to issue changes set forth in Article 13 herein.

ARTICLE 24
SEVERABILITY

If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, this invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Contract are agreed to be severable.

ARTICLE 25
WAIVER

Waiver of any breach of any term or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach and shall not entitle any party hereto to any subsequent waiver of any terms hereunder. No term or condition of this Contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

ARTICLE 26
E-VERIFY

Effective January 1, 2021, as required by Section 448.095(2)(a), Florida Statutes, CONTRACTOR and any subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City, CONTRACTOR, and any subcontractors may not enter into a contract unless each party uses the E-Verify System. Contractor shall provide documentation of its compliance with this requirement upon request by the City.

If CONTRACTOR enters into a contract with a subcontractor, the subcontractor must provide CONTRACTOR with an affidavit stating the subcontractor does not employ, contract with, or

subcontract with an unauthorized alien. CONTRACTOR shall maintain a copy of the affidavit during the terms of this Agreement.

The City will not intentionally award Contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions of the Immigration and Nationality Act ("INA"). The City shall consider the employment by Contractor of unauthorized aliens a violation of Section 8 U.S.C. 1324(a)(3) [Section 274(e) of the INA]. Contractor agrees that violation by Contractor shall be grounds for unilateral termination of this Agreement by the City.

ARTICLE 27
SOVEREIGN IMMUNITY

Nothing contained in this Contract shall be deemed or otherwise interpreted as waiving the City's Sovereign Immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement under their several seals the day and year first written above.

WITNESSETH:

_____

Print Name

_____

Signature

_____

Print name

_____

CONTRACTOR:

_____

By: _____

Title: _____

Federal Tax ID No. _____

ATTEST:

_____

Linda Cox, City Clerk

CITY OF FORT PIERCE

_____

Linda Hudson, Mayor

_____

Date

APPROVED AS TO FORM AND CORRECTNESS:

_____

Sara Hedges, City Attorney

INVITATION TO BID
CITY OF FORT PIERCE, FORT PIERCE, FLORIDA
INVITATION TO BID NO. 2025-024

Sealed Bids will be received by the City of Fort Pierce Purchasing Department until **3:00 PM, Tuesday, May 20, 2025,** for:

AVENUE D RESURFACING (N 29TH STREET TO US 1)

The work includes milling and resurfacing of Avenue D from N 29th Street to US 1, sidewalk updates, curb and gutter, driveway replacement, updates to ADA ramps, pavement marking, signing, and video detection at signalized intersections.

Specifications are available upon request in the Office of the Purchasing Manager, City of Fort Pierce City Hall, 100 North U.S. 1, Fort Pierce, Florida.

Electronic copies of the documents may be obtained from the Office of Purchasing at no cost.

The City of Fort Pierce encourages Minority Business Enterprise participation.

Advertising for Bids will conform to federal requirements which include advertising for a minimum of two (2) weeks.

CITY OF FORT PIERCE

Gelencia Carter

Gelencia Carter, M.P.A
Purchasing Manager

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SECTION 1 - DEFINED TERMS

1.1 Terms used in these "INSTRUCTIONS TO BIDDERS" which are defined in the General Conditions have the meanings assigned to them in the General Conditions.

SECTION 2 - COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of Bidding Documents may be obtained in the manner defined in the Call for Bids.

2.2 Complete sets of Bidding Documents shall be used in preparing Bids; City shall not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 City, in making copies of Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use.

SECTION 3 - QUALIFICATIONS OF BIDDERS

3.1 **Bidders must be prequalified by the Florida Department of Transportation and provide verification.** Each Bid must contain evidence that the Bidder has a valid State of Florida license with a minimum classification of "Certified General Contractor" associated with the company bidding along with evidence of the Bidder's qualifications to do business in the State of Florida. To demonstrate qualifications to perform the Work, each Bidder must submit to City, together with the Bid, information including but not limited to financial data, capability to obtain Payment and Performance and previous experience on similar projects, including references and evidence of authority to conduct business in the jurisdiction where the Project is located. Submittals requested pursuant to this paragraph are in addition to those required elsewhere.

SECTION 4 - EXAMINATION OF CONTRACT DOCUMENTS AND SITE

4.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly; (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress, or performance of the Work; (c) familiarize himself with federal, state and local laws, ordinances, rules, regulations and policies that may in any manner affect cost, progress or performance of the Work; (d) study and carefully correlate Bidder's observations with the Contract Documents; and (e) make written requests for interpretations promptly after discovering any conflicts, errors, ambiguities of inconsistencies. Written requests must be received prior to the Pre-Bid Conference.

4.2 Reference may be made to the identification of investigations and tests of subsurface and latent physical conditions at the site, or otherwise affecting cost, progress or performance of the Work which have been relied upon by the City Engineer or City Consultant in preparing the Drawings and Specifications. Such reports are available for review by any bidder at the office of the City Engineer. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents; they are provided for guidance only. If this information is used by Bidder in preparing his proposal, he shall assume all risks resulting from actual conditions differing from the conditions set out in the reports.

4.3 If a log of test borings showing a record of the data is obtained by the investigation of subsurface conditions by the City, or their consultants, it is expressly understood and agreed that said log of test borings does not constitute a part of the contract, represents only the opinion of the City, or their consultants as to the character of the materials encountered by them in the test borings, is included in the plans or other documents only for the convenience of bidders, and its use is subject to all of the conditions and limitations set forth in this article. Discrepancies must be reported prior to the Pre-Bid Conference.

4.4 Before submitting a Bid, each Bidder shall, at Bidder's own expense, make or obtain any additional investigations, examinations, explorations and tests and obtain any additional information which pertains to the physical conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress or performance of the Work and which Bidder deems necessary to determine its Bid for performing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

4.5 City will provide each Bidder reasonable access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid. Bidder shall restore site to condition existing prior to conducting said investigations and tests.

4.6 The lands upon which the work is to be performed, rights-of-way for access thereto and other lands designated for use by CONTRACTOR in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor.

4.7 The submission of the Bid shall be an indication that the Bidder has considered normal local weather conditions (daily and monthly variations) for the previous ten years from the date of the Bid as compiled by the National Weather Service.

SECTION 5 - INTERPRETATIONS

5.1 All questions about the meaning or intent of the Contract Documents shall be submitted to the City's Project Manager. Bidders are required to advise the City's Project Manager of any conflicts in the Contract Documents or any discrepancies between conditions noted at the project site and those shown on the Drawings or described in the Specifications. Replies will be issued by Addenda mailed or delivered to all parties recorded by the City's Purchasing Agent as having received the Bidding Documents. Questions received less than seven days prior to the date for the opening of Bids shall not be answered. Only questions answered by formal written Addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect. All addenda shall be issued no less than five days prior to bid opening.

SECTION 6 - BID SECURITY

6.1 Bid Security shall be made payable to City, in an amount of 10 percent of the Bidders maximum Bid price and in the form of a certified or cashier's check or a Bid Bond on the prescribed form attached issued by a Surety.

6.2 The Bid Security of the Lowest and Best Bidder shall be retained until such Bidder has executed the Agreement, furnished the required Contract Security, the Insurance Certificates and Endorsements, and complied with the State of Florida requirements; if the Lowest and Best Bidder fails to execute and deliver the Agreement or furnish the Contract Security within ten (10) days of the receipt of Agreement, City may annul the Notice of Award and the Bid Security of that Bidder may be forfeited. The Bid Security of any Bidder whom City believes to have a reasonable chance of receiving the award may be retained by City until the earlier of the seventh day after the "effective date of the Agreement" (which term is defined in the General Conditions) or the sixty-first day after the Bid opening. Bid Security of other Bidders may be returned within seven days of the Bid opening.

SECTION 7 - CONTRACT TIME

7.1 The time of completion is of the essence of the Contract, and the Bidder awarded the Contract shall proceed with the Work in accordance with the Contract time period specified in the Agreement and the Notice to Proceed. In the event of failure to complete the Work within the time specified, the City may assess damages and/or impose penalties as provided by law or the Contract Documents, unless an appropriate extension of time has been granted by the City.

SECTION 8 - LIQUIDATED DAMAGES

8.1 Provisions for liquidated damages, if any, are set forth in the Agreement.

SECTION 9 – SUBSTITUE MATERIAL AND EQUIPMENT

9.1 Not applicable.

SECTION 10 - SUBCONTRACTORS, ETC.

10.1 The City shall receive from the Apparent Lowest and Best Bidder (or the Lowest and Best Bidder), within ten days after receipt of the Bids, a list of all Subcontractors and other persons and organizations, including those who are to furnish the principal items of material and equipment. This list shall include the name and address of the Subcontractor, person or organization, a description of the services, materials or equipment to be supplied. Such list shall be accompanied by a statement of experience with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person or organization. If City has reasonable objection to any proposed Subcontractor, other person or organization, the City may, before the Notice of Award, request the Apparent Lowest and Best Bidder (or the Lowest and Best Bidder) to submit an acceptable substitute without an increase in Bid price. If the Apparent Lowest and Best Bidder (or the Lowest and Best Bidder) declines to make any such substitution, the Contract may not be awarded to such Bidder at the City's sole discretion. Bidder's declining to make any such substitution shall constitute grounds for sacrificing his Bid Security. Any Subcontractor, other person or organization so listed and to whom City does not make written objection prior to the Notice of Award will be deemed acceptable to City, but City does not thereby waive any right it may have against the Contractor because of the actions or omissions of said Subcontractor, other person or organization, or request from the Contractor to replace Sub-contractors depending on their performance or workmanship.

SECTION 11 - BID FORM

11.1 All Bid Forms are included in the Contract Documents.

11.2 Bid Forms must be completed in ink or typewritten. **Bid prices shall be provided for all items listed. All partial bid proposals shall be rejected.**

11.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer, accompanied by evidence of authority to sign), and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

11.4 Bids by partnership must be executed in the partnership name and

signed by an authorized partner, whose title must appear under the signature.

11.5 All names and titles must be typed or printed below the signature.

11.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

11.7 The address to which communications regarding the Bid are to be directed must be shown.

SECTION 12 - SUBMISSION OF BIDS

12.1 Submit bids on Bid Forms supplied herein. Bids shall be submitted at the time and place indicated in the Call for Bids and shall be included in an opaque sealed envelope marked with the Project title and name and address of the Bidder and accompanied by the Bid Security.

If the bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof.

12.2 Bids received after the time and date specified in the Call for Bids shall not be considered and will be returned unopened.

SECTION 13 - MODIFICATION AND WITHDRAWAL OF BIDS

13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids. Withdrawal of a bid will not prejudice the rights of Bidder to file a new Bid

SECTION 14 - OPENING OF BIDS

14.1 At the specified time and place as indicated in the Call for Bids, Bids shall be opened publicly and read aloud.

14.2 An abstract of the amounts of the base bids and major alternates (if any) will be prepared and made available within a reasonable time after the opening of Bids.

14.3 Quantities of work and materials in the Bid Form(s) or in the plans are approximate only and for the purpose of providing a bidder with information that may be used for the computation of the Base Bid, to obtain unit prices for the approval of payments for the work done, and to determine additions or deletions to the Contract Sum. <u>It shall be the Bidder's responsibility to determine if a different quantity of any item required and to bring the same to the attention of the City's Project Manager prior to submittal of the Bid.</u>

14.4 Notwithstanding any other provision contained in the Contract Documents, the City reserves the right to reject any and all bids, or portions thereof, and waive any and all irregularities, and the right to disregard any or all nonconforming, unbalanced, or conditional bids or counter proposals. The City may reject, as non- responsive, any or all bids where bidders fail to acknowledge receipt of addenda as prescribed. If the City elects not to reject a bid which fails to acknowledge receipt of any addendum, the bid shall be construed as though the addendum has been received and acknowledged by the Bidder.

14.5 The bids supplied shall be a Unit Price Bid. Unit Price bids for the work items shall be based on estimated quantities for the purpose of determining the best and Lowest Bidder and unit prices as shown in the Bid Form (see Paragraph 14.3 above). In the event that work in addition to estimated quantities is required, compensation to the Contractor shall be based on the unit prices indicated in the Bid Form. For basis of award, discrepancies between the total Bid and the sum of columns of figures shall be resolved in favor of the total Bid. Contractor shall be responsible for the accuracy of the arithmetic of the bid, in particular with the addition of the columns to match the total Bid. City has the right to accept the total Bid whether it is less or more than any additions of any columns or extensions and prorate the unit prices to match the total Bid amount. Contractor shall lose his bid deposit if contract award is not accepted by such Contractor.

SECTION 15 - BIDS TO REMAIN OPEN

15.1 All Bids shall remain open for sixty (60) days after the day of the Bid opening, but City may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

15.2 Extensions of time when bids shall remain opened beyond the sixty-day period may be made only by mutual agreement between the City, the Lowest and Best Bidder, and the Surety, if any, for the Lowest and Best Bidder.

SECTION 16 - AWARD OF CONTRACT

16.1 Award shall be based on products, equipment and materials named in the Contract Documents.

16.2 In evaluating Bids, City shall consider the qualifications of the Bidders, and whether or not the Bids comply with the prescribed requirements.

16.3 In evaluating Bids, City shall consider the information provided by the Bidder as described in these INSTRUCTIONS TO BIDDERS.

16.4 The Lowest and Best Bidder shall submit, to City, documentation evidencing its capability to obtain Performance and Payment Bonds and to perform classes of work contemplated, and the necessary plant and sufficient

capital, to execute the work properly within the time specified. **This information must be received by City as per Section 10 above.**

16.5 The City shall require the Lowest and Best Bidder to submit a certified statement describing his organization, plant, manpower and financial resources, and list all previous and/or ongoing construction contracts over the last 5 years, regardless of amount or completion status. Information shall be submitted on the Associated General Contractors of America Form "Standard Questionnaires and Financial Statement for Bidders", available from AGC, 1957 "E" Street, N.W., Washington, D.C., 20006, or other form acceptable to City. The information shall be certified by a Certified Public Accountant for bids over $25,000 and shall be submitted to the City prior to Contract Award. The City, at its discretion, may require any or all of the above-listed information from any other Bidder.

16.6 City may consider qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the Bid Form and Section 10 of these Instructions.

16.7 City may conduct such investigations and require supplemental information as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors, proposed equipment and material suppliers, and other persons and organizations to do the Work in accordance with the Contract Documents to City's satisfaction within the prescribed time.

16.8 City reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to City's satisfaction.

16.9 **City reserves the right to reject the Bid of any Bidder which is or was behind on the approved completion schedule for any existing or past contracts with the City, is in litigation with the City, has previously defaulted on a contract with the City, has delayed or skipped subcontractor payment(s), or has provided unsatisfactory performance on current or previous City Contracts.**

16.10 If the Contract is to be awarded, it will be awarded to the best and lowest responsible Bidder on the basis of the total Bid amount, qualifications, experience, and ability to perform the work. City reserves the right to reject all bids or portions thereof.

SECTION 17 - BONDS AND INSURANCE

17.1 The General and Special Supplemental Conditions set forth the City's requirements as to Bonds and Insurance. When the Successful Bidder delivers

the executed Agreement to City, it shall be accompanied by the required Bonds, Insurance Certificates, and Endorsements on forms prescribed by City. The City must receive with Successful Bidder executed Agreement copies of all insurance policies for the insurance requirements set forth in the General and Special Supplemental Conditions. Attorneys-in-fact who sign Bid Bonds, Performance Bonds and Payment Bonds must file with such Bonds a certified copy of their power- of-attorney to sign the Bonds.

SECTION 18 - SIGNING OF AGREEMENT

18.1 When City gives a Notice of Award to the Successful Bidder, it will be accompanied by at least two (2) unsigned counterparts of the Agreement and all other Contract Documents. Within ten (10) days of receipt thereafter, Successful Bidder shall sign and deliver at least two (2) counterparts of the Agreement to City, together with the documents described in Section 17 above attached. Within ten (10) days after receipt of the properly executed and completed submittal, City will deliver a fully signed counterpart to Successful Bidder.

18.2 Failure by a Successful Bidder to whom the contract is awarded to execute the Agreement, or to correctly complete or furnish required Bonds or insurance certificates and endorsements, shall be just cause for the annulment of the award and the forfeiture of the Bid Security.

18.3 If Successful Bidder is a Corporation, the Agreement shall be signed by the President, attested by the Secretary, and have the Corporate Seal affixed. The executed Agreement shall be accompanied by a Certificate of Good Standing dated within 30 days and an Incumbency Certificate, under oath, executed by Legal Counsel or the Secretary of the Corporation, and the Corporate Seal if by the Secretary.

18.4 A Successful Bidder who is awarded the Contract and fails to execute the Agreement or correctly complete or furnish the required Bonds, insurance certificates and endorsements within the time period specified in Article 10, Section 18.1 above or fails to comply with submittal requirements specified in Article 20 shall be liable to the City for all damages resulting there from, including reasonable attorneys' fees and costs, and attorneys' fees and costs on appeal. The Bid Security forfeited shall not be a limitation thereon.

SECTION 19 - SCHEDULE OF SUBMITTALS

19.1 Within ten (10) days prior to Contract Award, the Successful Bidder shall submit a preliminary progress schedule and a schedule of projected payments in accordance with the General Conditions. This schedule shall show in a summary fashion the order in which the Successful Bidder proposes to perform the Work and shall indicate approximate starting and completion dates for said projects. This progress schedule shall not replace, but serve as a basis

for, the progress schedule submittals to be developed as required in the Specifications. Failure by the Successful Bidder to furnish this Schedule of Submittals, as required, in a sufficiently complete and responsible manner, shall void evaluation of the Bid, and will constitute proof that the Successful Bidder has abandoned all his rights and interests in the award, and his Bid Security may be declared forfeited to the City as liquidated damages, and the Work may be awarded to another Bidder.

SECTION 20 - SPECIAL WARRANTY, GUARANTEE, BOND, INSURANCE, MAINTENANCE, AND CORRECTION PERIOD REQUIREMENTS

20.1 There may be special requirements pertaining to Warranty, Guarantee, Bonds, Insurance, Maintenance, and the Correction Period which are described in the Contract Documents. Bidders shall review these special requirements, if applicable, and reflect in their bids all costs associated therewith.

SECTION 21 – MATERIALS

21.1 Materials produced by convict labor are prohibited from use on the PROJECT unless specific written authority for such use is obtained.

21.2 State produced materials are now allowed. in the public interest and approved by the CITY.

END OF SECTION

Technical Specifications:

The governing specifications for this project are the State of Florida Department of Transportation Standard Specifications for Road and Bridge Construction FY 2023-24 and FDOT FY 2023-24 Standard Plans for Road Construction. The following information is in addition to the specifications previously referenced and shall be considered the governing condition in the case of conflicting information between specifications, unless otherwise determined by the ENGINEER/OWNER'S PROJECT MANAGER.

101-1A Mobilization/Permits:

The work specified in this section consists of the preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities, as required by these Specifications, the special provisions, and State and local laws and regulations. All costs for bonds, permits and any required insurance, and any other pre-construction expense necessary for the start of the work, as well the cost of the removal of the above items, shall also be included in this Section.

At the pre-construction meeting, the CONTRACTOR shall submit a tentative work schedule as well as a list of subcontractors and emergency contact people and phone numbers.

Additionally, the bid price for this item shall include but is not limited to the requirements of Section 100 of the Standard Specifications, as well as all necessary survey work the CONTRACTOR needs to complete the work and prepare the necessary sets of Record Drawings of the completed project showing all variations from the bid plans. This document shall be signed and sealed by a professional surveyor registered to practice in the State of Florida and then submitted to the ENGINEER for approval. The CONTRACTOR shall accurately record the locations and elevations of the pipe work and existing utilities and structures encountered during construction as well as all improvements related to this project.

The basis of payment for **Mobilization/Permits** shall be bid as a **LUMP SUM** and paid proportionate with contract time.

101-1B Geotechnical and Materials Testing:

The contractor shall provide geotechnical testing as required for the project to include, but not be limited to, concrete, subgrade, base, asphalt, and densities in accordance with the contract documents, plans, specifications, and details. Invoices for passing tests will be submitted to the City. Failing tests will be paid for by the contractor.

The basis of payment for **Geotechnical and Materials Testing** shall be bid as a **LUMP SUM** and paid proportionate with contract time.

102-1A Maintenance of Traffic:

The bid price for this item shall include, but not be limited to, the requirements of Section 102 Maintenance of Traffic of the Standard Specifications. The maintenance of traffic for this project shall be in accordance with the applicable FDOT index numbers (600 Series) and these documents: The Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation, and FHWA. These documents shall be followed in the design, application, installation, maintenance, and removal. It shall include, but not be limited to all traffic control devices, warning devices, barriers, temporary reflective markers, temporary pavement markings, and all other items necessary to protect the public and workmen from hazards within the project limits. CONTRACTOR shall coordinate any type of traffic restrictions with the City of Fort Pierce Engineering Department.

The CONTRACTOR shall notify the appropriate agencies of any road restrictions at least two (2) weeks prior to actual implementation. The CONTRACTOR shall provide access to driveways at all times.

At the Pre-Construction Meeting, the CONTRACTOR shall submit a Sequence of Construction Plan detailing Maintenance of Traffic Plans depicting the necessary traffic control devices for the specified detour route.

The basis of payment for **Maintenance of Traffic** shall be bid as a **LUMP SUM** and paid proportionate with contract time.

104-1A Erosion and Sediment Prevention Devices:

The CONTRACTOR shall be required to provide Erosion and Sediment Prevention Devices in accordance with Section 104 Prevention, Control, and Abatement of Erosion and Water Pollution of the Standard Specifications and the Florida Erosion Sediment Control Manual. The unit cost shall include, but not be limited to the required manpower, equipment, materials, maintenance, and any other items related to NPDES permits. Refer to the manual for examples of appropriate and inappropriate use of materials. Also included in this item is any maintenance or replacement of the devices for the duration of the project.

The CONTRACTOR is responsible to provide an NPDES Permit, if required, and all subsequent reports associated with the permit.

The basis of payment for **Erosion and Sediment Prevention Devices** shall be paid per **LUMP SUM** and paid proportionate with contract time.

110-4A Removal of Existing Concrete:

The bid price for this item shall be in compliance with Section 110 Clearing and Grubbing of the Standard Specifications. This work primarily consists of removing existing concrete and asphalt paver crosswalks but may also include clearing and grubbing work for placement of new sidewalk and driveways.

The basis of payment for **Removal of Existing Concrete** shall be paid per **SQUARE YARD**.

160-4 Type B Stabilization, (12" Thick):

The bid price for this item shall be in accordance with Section 160 Stabilizing of the Standard Specifications.

The basis of payment for **Type B Stabilization, (12" Thick)** shall be paid per **SQUARE YARD**.

285-701 Optional Base, Base Group 01 (LBR 100):

The bid price for this item shall be in accordance with the plans and Section 285 Optional Base Course of the Standard Specifications.

The basis of payment for **Optional Base, Base Group 01 (LBR 100)** shall be paid per **SQUARE YARD**.

285-706 Optional Base, Base Group 06 (LBR 100):

The bid price for this item shall be in accordance with the plans and Section 285 Optional Base Course of the Standard Specifications.

The basis of payment for **Optional Base, Base Group 06 (LBR 100)** shall be paid per **SQUARE YARD**.

327-70-12 Milling Existing Asphalt Pavement, 1¼" Avg Depth:

The bid price for this item shall be in accordance with the plans and Section 327 Milling of Existing Asphalt Pavement of the Standard Specifications.

The basis of payment for **Milling Existing Asphalt Pavement, 1¼" Depth** shall be paid per **SQUARE YARD**.

334-4-13 Superpave Asphaltic Concrete Traffic C (Overlay):

The bid price for this item shall be in accordance with Section 334 of Exhibit F – Required LAP Specifications.

The basis of payment for **Superpave Asphaltic Concrete Traffic C (Overlay)** shall be paid in **TONS**.

425-1-201 Inlets, Curb, Type 9, <10':

The bid price for this item shall be in accordance with Section 425 Inlets, Manholes, and Junction Boxes of the Standard Specifications.

The basis of payment for **Inlets, Curb, Type 9, <10'** shall be paid per **EACH**.

520-1-10 Concrete Curb and Gutter, Type F:

The bid price for this item shall be in accordance with Section 520 Concrete Gutter, Curb Elements and Traffic Separator of the Standard Specifications and Section 344 of Exhibit F – Required LAP Specifications.

The basis of payment for **Concrete Curb and Gutter Type F** shall be paid in **LINEAR FEET**.

522-1 Concrete Sidewalk and Driveways 4" Thick:

The bid price for this item shall be in accordance with Section 522 Concrete Sidewalk and Driveways of the Standard Specifications and Section 344 of Exhibit F – Required LAP Specifications.

The basis of payment for **Concrete Sidewalk and Driveways 4" Thick** shall be paid in **SQUARE YARDS.**

522-2 Concrete Sidewalk and Driveways 6" Thick:

The bid price for this item shall be in accordance with Section 522 Concrete Sidewalk and Driveways of the Standard Specifications and Section 344 of Exhibit F – Required LAP Specifications..

The basis of payment for **Concrete Sidewalk and Driveways 6" Thick** shall be paid in **SQUARE YARDS.**

526-1-2 Pavers, Architectural, Sidewalk:

The bid price for this item shall be in accordance with Section 526 Architectural Pavers of the Standard Specifications.

The basis of payment for **Architectural Pavers** shall be paid in **SQUARE FEET.**

527-2 Detectable Warnings:

The bid price for this item shall be in accordance with Section 527 Detectable Warnings of the Standard Specifications.

The basis of payment for **Detectable Warnings** shall be paid in **SQUARE FEET.**

660-4-12 Vehicle Detection System – Video, F&I Above Ground System:

The bid price for this item shall be in accordance with Section 660 Vehicle Detection System of the Standard Specifications, the attached Exhibit G Video Detection Specifications, FDOT APL 660-015-037, or approved equal.

The basis of payment for **Vehicle Detection System – Video, F&I Above Ground System** shall be paid in **EACH.**

700-1-11 Single Post Sign, F&I, Ground Mount, Up to 12 SF:

The bid price for this item shall be in accordance with Section 700 Highway Signing of the Standard Specifications.

The basis of payment for **Single Post Sign, F&I, Ground Mount, Up to 12 SF** shall be paid per **EACH.**

700-1-60 Single Post Sign, Remove:

The bid price for this item shall be in accordance with Section 700 Highway Signing of the Standard Specifications.

The basis of payment for **Single Post Sign, Remove** shall be paid per **EACH.**

700-4-125A Neighborhood Overhead Sign Structure, F&I, Span (51-100 FT):

The bid price for this item shall be in accordance with Section 700 Highway Signing of the Standard Specifications, the plans, and Exhibit H Overhead Sign Structure.

The basis of payment for **Overhead Static Sign Structure, F&I, Span (51-100 FT)** shall be paid per **EACH.**

706-1-3 Raised Pavement Marker, Type B:

The bid price for this item shall be in accordance with Section 706 Raised Pavement Markers and Marker Adhesive of the Standard Specifications

The basis of payment for **Raised Pavement Marker, Type B** shall be paid per **EACH.**

711-11-123 Thermoplastic, Standard, White, Solid 12" (Crosswalks):

The bid price for this item shall be in accordance with Section 711 Thermoplastic Pavement Markings of the Standard Specifications

The basis of payment for **Thermoplastic, Standard, White, Solid 12" (Crosswalks)** shall be paid in **LINEAR FEET.**

711-11-125 Thermoplastic, Standard, White, Solid 24" (Stop Line):

The bid price for this item shall be in accordance with Section 711 Thermoplastic Pavement Markings of the Standard Specifications

The basis of payment for **Thermoplastic, Standard, White, Solid 24" (Stop Line)** shall be paid in **LINEAR FEET.**

711-11-170 Thermoplastic, Standard, White, Arrow:

The bid price for this item shall be in accordance with Section 711 Thermoplastic Pavement Markings of the Standard Specifications

The basis of payment for **Thermoplastic, Standard, White, Arrow** shall be paid per **EACH.**

711-11-180 Thermoplastic, Standard, White, Yield Line:

The bid price for this item shall be in accordance with Section 711 Thermoplastic Pavement Markings of the Standard Specifications

The basis of payment for **Thermoplastic, Standard, White, Yield Line** shall be paid in **LINEAR FEET.**

711-15-101 Thermoplastic, Standard, White, Solid 6" Longitudinal Lines:

The bid price for this item shall be in accordance with Section 711 Thermoplastic Pavement Markings of the Standard Specifications

The basis of payment for **Thermoplastic, Standard, White, Solid 6" Longitudinal Lines** shall be paid in **LINEAR FEET.**

711-15-131 Thermoplastic, Standard, White, Skip 6" 10-30 Skip:

The bid price for this item shall be in accordance with Section 711 Thermoplastic Pavement Markings of the Standard Specifications

The basis of payment for **Thermoplastic, Standard, White, Skip 6" 10-30 Skip** shall be paid in **LINEAR FEET.**

711-15-201 Thermoplastic, Standard, Yello, Solid 6" Longitudinal Lines:

The bid price for this item shall be in accordance with Section 711 Thermoplastic Pavement Markings of the Standard Specifications

The basis of payment for **Thermoplastic, Standard, Yellow, Solid 6" Longitudinal Lines** shall be paid in **LINEAR FEET.**

END OF SECTION

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THE CITY OF FORT PIERCE
AVENUE D RESURFACING (N 29TH STREET TO US 1)
BID FORM

NAME OF BIDDER: _____

MAILING ADDRESS: _____

STREET ADDRESS: _____(Zip Code)

PHONE NUMBER: _____

To the: City of Fort Pierce

Pursuant to and in compliance with your notice inviting sealed proposals (Call for Bids), Instructions to Bidders, and the other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the contract, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work, all in strict conformity with the plans and/or details, specifications and other related Contract Documents included herein.

The undersigned Bidder acknowledges receipt of the following Addenda, which have been considered in preparation of this Bid:

No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

The undersigned Bidder agrees that the Work shall be achieve final construction within 180 calendar days according to the schedule and the Notice to Proceed set forth in these Documents.

The undersigned Bidder further agrees to pay liquidated damages as described herein and engineering and field inspection expenses, due to overtime work and avoidable delays, which shall be in addition to such other amounts for actual delay damages.

Bidder has stated all prices in numerals in accordance with Section 11.2 of the Instruction to Bidders in the blank space(s) provided for that purpose. Bidder has completed all portions of the Bid to avoid disqualification.

The undersigned, as Bidder, declares that the Bid is made in good faith; that this proposal is made without collusion with any person, firm, or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute a contract with the City in the form set forth in the Contract Documents;

that he will furnish the Contract Security Insurance Certificates; that he is aware that failure to properly comply with the requirements set out in the INSTRUCTIONS TO BIDDERS and elsewhere in the Contract Documents may result in a finding that the Bidder is non- responsive and a forfeiture of the Bid Security.

The undersigned Bidder agrees to furnish the required bonds and insurance and to enter into a contract within 10 days after receipt of Notice of Award and further agrees to complete the Work within the time period specified in the Notices to Proceed for each individual project.

The undersigned declares that he has had prior experiences in the type of Work required and has the necessary finances, personnel, working organization, and equipment available to execute the proposed Work.

Bids shall only be considered from those Bidders who have obtained these Contract Documents directly from the City either electronically or from Demand Star.

LIST OF MAJOR SUBCONTRACTORS

1. If awarded a contract as a result of this Bid, the major subcontractors used in the prosecution of the Work will be those listed below, and

2. The following list includes all subcontractors who will perform Work, and

3. The Bidder represents that the subcontractors listed below are financially responsible and are qualified to do the Work required, and

4. 50% of Work must be done by the General Contractor's entity.

5. If no major subcontractors are to be used, so state on this form

Work to be Done	Name of Subcontractor	Address

Notice to Proceed shall be issued by the City with the specified Work to be completed as described in Section 8 of the General Conditions, within the number of days stated when each Project Contract Time begins to run as specified in the Notice to Proceed.

Work shall be completed, ready for final payment in accordance with Section 8 and 9 of the General Conditions.

Time is of the essence of this Contract and Contractor recognizes that the City will suffer financial loss if the Work, or portions authorized, is not completed within the number of days stated above. Accordingly, Contractor agrees to pay City the liquidated damages stated in the Agreement for each day after the time specified above that the Work is not complete in accordance with Sections 8 and 9 of the General Conditions and with the Agreement.

These liquidated damages are cumulative and additive and represent a reasonable estimate of City's expenses for extended delays. Furthermore, Contractor agrees to pay City expenses for inspection, engineering services, and administrative costs associated with such delay.

In addition to these amounts, there may be additional other amounts for delay damages incurred by City as a result of delays by Contractor. These actual delay damages will include, but not be limited to, delay damage settlements or awards, penalties, and professional fees incurred in connection with such settlements, awards, or penalties and fines imposed by regulatory agencies, contract damages, and loss of use.

ACCOMPANYING THIS PROPOSAL IS _____
(Insert the word(s) "cashier's check," "bidder's bond," "certified check," or other security as provided by law, as the case may be), in an amount equal to at least 10% of the total amount of the bid, payable to the CITY OF FORT PIERCE the undersigned deposits above-named security as a proposal guarantee and agrees that it shall be forfeited to the City as liquidated damages in case this proposal is accepted by the City and the undersigned fails to execute a contract with the City as specified in the Contract Documents, accompanied by the required payment and faithful performance bonds, with sureties satisfactory to the City, and accompanied by the required certificates of insurance coverage and endorsements. Should the City be required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay City reasonable attorneys' fees and costs (including attorneys' fees and costs on appeals), incurred with or without suit.

The Work shall be performed under a State of Florida Contractor's License. Contract shall not be awarded unless proof of valid license(s) is provided, and license shall be appropriate for the nature of the Work.

The Bidder certifies that the following documents are included in the Bid and are complete:

1. Bid form, list of Addenda received, and authorized signatures.

2. Bid Bond with Power of Attorney attached.

3. Affidavit of Non-Collusion.

4. Trench Safety Act Form.

The Bidder further certifies that he will submit within ten (10) days of notification of the Apparent Successful Bidder:

1. List of Major Subcontractors
2. Payment Bond
3. Performance Bond
4. Agreement
5. Certificates of Insurance

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth below, together with signature(s) of the officer or officers authorized to sign contracts on behalf of the corporation and corporate seal; if bidder is a partnership, the true name of the firm shall be set forth below with the signature(s) of the partner or partners authorized to sign contracts in behalf of the partnership; and if the bidder is an individual, his signature shall be placed below.

Bidder: _____
(Type or Print)

By: _____

Name: _____

Title: _____

Date: _____

(Corporate Seal)

Attest
If Corporation

By: _____
(Signature)

Name: _____

Title: _____

Witnesses: _____
(Signature)

(If partnership
Or individual)_____
(Signature)

Contractor's License (State, Number, Expiration Date, Type of License)

_____

END OF SECTION

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ _____, as Principal, and _____ _____, as Surety, are held and firmly bound unto the City of Fort Pierce, hereinafter called the City, in the penal sum of _____ Dollars ($_____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. The Bid Bond amount shall be ten (10%) percent of the Base Bid amount as entered on the Bid Form.

The condition of this obligation is such that whereas the principal has submitted the accompanying bid dated _____ 2025, for the **AVENUE D RESURFACING (N 29TH STREET TO US 1)**

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period of time set forth in the Contract Documents, and shall within ten (10) calendar days after receipt of the Notice of Award enter into a written contract with the City in accordance with the bid as accepted, and if the Principal shall give the required bonds with good and sufficient sureties for the faithful performance and proper fulfillment of such contract and for the protection of subcontractors, laborers and material men, and if the Principal has provided the required evidence of insurance as set forth in the Contract Documents and complied with the Florida Department of Environmental Protection certifications and requirements, and all other contract provisions, or in the event of withdrawal of said bid within the periods specified, or the failure to enter into said contract, or failure to comply with FDEP requirements, or otherwise, if the Principal shall within sixty (60) days after request by the City to pay to the City the difference between the amount specified in said bid and the amount for which the City may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

It is further agreed that if the City is required to utilize legal counsel to recover on this bond, it may also recover its costs relating thereto, including a reasonable amount for attorneys' fees and costs, including attorneys' fees and costs in appellate proceedings.

(SEE NEXT PAGE FOR SIGNATURES)

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this _____ day of _____, 2025, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESSES
(if individual
or partnership)

_____

_____

PRINCIPAL

_____

By: _____
(Signature)

Name: _____

Title: _____

ATTEST (if corporation)

By: _____
(Signature)

Name: _____

Title: _____
(Corporate Seal)

SURETY

_____

By: _____
(Signature)

Name: _____

Title: _____

(Surety Seal)

Attach a certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Bid Bond on behalf of Surety.

Any Claims under this bond may be addressed to:

Name of Surety _____

Mailing Address _____

Street Address _____

Name and Mailing and Street _____

Address of Agent or _____

Representative in Florida _____

(if different than above) _____

_____

_____

_____

Telephone Number of Surety _____

and Agent or Representative _____

in Florida _____

END OF SECTION

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

_____
(Corporation, Partnership, or Individual)

HEREINAFTER called Principal, and _____
(Name of Surety)

_____
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto:
City of Fort Pierce
(Name of Owner)

100 North U.S. Highway 1, Fort Pierce, Florida 34950
(Address of Owner)

Hereinafter called OWNER, in the penal sum of _____

_____Dollars, ($_____),

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 2025, a copy of which is hereto attached and made a part hereof, **to furnish Avenue D Resurfacing (N 29th Street to US 1) Bid No. 2025-024.** (Date to be filled in by Owner.)

This Bond is being entered into to satisfy the requirements of Section 255.05, Florida Statutes, as the same may be amended. The Surety shall be bound by any and all arbitration awards to the same extent as Contractor is bound.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs its duties, all the covenants, terms, conditions, and Agreements of said Contract and remedies without cost to City any defects which may develop during a period of one (1) year from the date of the issuance of the final certificate of completion of each portion of the Work performed under said Agreement, and

2. Pays Owner all losses, damages (liquidated or actual), expenses, costs and attorneys'

fees including costs and attorneys' fees on appeal that Owner sustains resulting directly or indirectly from any breach or default by Principal under the Contract, and

3. Satisfies all claims and demands incurred under the Contract, and fully indemnifies and holds harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, then this bond is void; otherwise, it shall remain in full force and effect.

In the event that the Principal shall fail to perform any of the terms, covenants, and conditions of the Contract during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Owner for all such loss or damage (including reasonable attorneys' fees and costs and attorneys' fees on appeal) resulting from any failure to perform up to the amount of the Penal Sum.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the Owner harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon Owner's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding.

Any changes in or under the Contract Documents (which include the Plans, Drawings, and Specifications), and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligations under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Contract Documents.

IN WITNESS WHEREOF, this instrument executed in _____
(Number)

counterparts, each of which shall be deemed an original, this _____day of_____, 2025.

ATTEST: _____
Principal

_____ By _____

(Principal) Secretary

Name _____ Name _____
(Type) (Type)

(Corporate Seal) Title _____

_____

(Address)

_____
Witness as to Principal

_____
Witness as to Principal

_____
Surety

By _____ By _____
(Surety) Secretary Attorney-in-Fact

Name _____ Name _____
(Type) (Type)

_____
(Corporate Seal) (Address)

_____ _____
Witness as to Surety Witness as to Surety

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located, unless otherwise specifically approved in writing by City.

ATTACH: A certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

(The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.)

END OF SECTION

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a_____
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and _____
(Name of Surety)

_____
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto

City of Fort Pierce
(Name of Owner)

100 North U.S. Highway 1, Fort Pierce, Florida 34950
(Address of Owner)

Hereinafter called Owner, in the penal sum of _____

_____ Dollars, ($_____), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the ___ day of _____, 4 **(**Date to be filled in by Owner) a copy of which is hereto attached and made a part hereof, **Avenue D Resurfacing (N 29th Street to US 1), Bid No. 2025-024**

The Surety shall be bound by any and all arbitration awards to the same extent as Contractor is bound. All dates to be filled in by Owner.

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. This bond is furnished for the sole purpose of complying with the requirements of Section 255.05, Florida Statutes, as the same may be amended.

2. It is a specific condition of this bond that a claimant's right of action on the bond is limited to the provisions of Section 255.05, Florida Statutes, including, but not limited to, the one-year time limitation within which suits may be brought.

Therefore, a claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, material, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish the Contractor with a notice that he intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for his labor, materials or supplies shall, within ninety (90) days after performance of the labor or completion of delivery of the materials or supplies, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials or supplies may be instituted against the Contractor or the Surety unless both notices have been given. No action shall be instituted against the Contractor or the Surety on the bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

3. The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of such proceeding.

4. Any changes in or under the Contract Documents (which include the Plans, Drawings, and Specifications) and compliance or noncompliance with any formalities connected with the Contract or the changes therein, shall not affect Surety's obligations under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Contract Documents.

IN WITNESS WHEREOF, this instrument executed in _____(Number) counterparts, each of which shall be deemed an original, this ____day of _____, 2025.

ATTEST: Principal

(Principal) Secretary By

Name _____ Name _____
(Type) (Type)

Title _____

(Corporate Seal)

_____
(Address)

_____ _____
Witness as to Principal

_____
Witness as to Principal

ATTEST: _____
Surety

_____ By _____
(Surety) Secretary Attorney-in-Fact

Name _____ Name _____
(Type) (Type)

_____
(Corporate Seal) (Address)

_____
Witness as to Surety

_____
Witness as to Surety

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located, unless otherwise specifically approved in writing by City.

ATTACH: A certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

(The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.)

END OF SECTION

NOTICE OF AWARD

Date: _____

To: _____

Bid Proposal: **Avenue D Resurfacing (N 29th Street to US 1)**

Date of Bid Opening: **3:00 PM, Tuesday, May 20, 2025**

Award Amount: **Not to Exceed $**_____

You are hereby notified that you are the Lowest and Best Bidder on the Bid Proposal noted above. Upon compliance with the conditions precedent to be fulfilled by you within the time specified, the Agreement will be executed and delivered to you. Enclosed are the following:

Item
Notice of Award
Agreement between City and Contractor
Performance Bond
Payment Bond

Please take the following actions:

1. Execute Agreement and Notice of Award.

2. Have your insurance company complete bond forms and attach notarized Acknowledgment of Authorized Representative.

3. Have your insurance company complete Certificates of Insurance and Endorsements.

4. Form CG 20 10: Please provide a copy of the actual endorsement issued to the policy, Form CG 20 10, which affords the required additional insured coverage. Please return all documents with acceptance of award.

5. Return two (2) copies of documents enclosed within fifteen (15) days after receipt to:

Mailing Address:	**Delivery Address:**
Director of Procurement	Director of Procurement
CITY OF FORT PIERCE	CITY OF FORT PIERCE
100 North U.S. #1	100 North U.S. #1
Fort Pierce, FL 34950	Fort Pierce, FL 34950

The contract documents must be signed by one of the officers registered with the State of Florida on the attached list; if not on list, provide a letter or copy of corporate resolution authorizing the individual to sign contract documents on behalf of the corporation.

We will return a fully executed copy of the Contract Documents and the Notice to Proceed at the Pre-Construction Conference.

OWNER: **BY:**_____
Gelencia Carter, Purchasing Manager

CITY OF FORT PIERCE
100 North U.S. Highway 1
Fort Pierce, Florida 34950 **Date:**_____

ACKNOWLEDGE RECEIPT OF NOTICE:

CONTRACTOR: **BY:**_____

_____ _____
(Title)

Date:_____

END OF SECTION

NOTICE TO PROCEED

Date: _____

To: _____

_____ **Contractor.**

Project: Avenue D Resurfacing (N 29th Street to US 1)

Bid No: 2025-024

Cost of Project based on Unit Prices by Agreement: $_____

You are hereby notified to proceed with the Work on the subject Project on or before _____, 2025 and to obtain Substantial completion within 150 calendar days and Final completion within 180 calendar days. Find attached four (4) sets of the subject project drawings.

The completion date for **this project** work shall be**: _____, 2025.**

OWNER:

CITY OF FT. PIERCE, FLORIDA
100 NORTH U.S. HIGHWAY 1
FT. PIERCE, FL 34950

BY:

_____
City's Project Manager

ACKNOWLEDGE RECEIPT OF NOTICE

By: _____ _____
Contractor Date

END OF SECTION

CHANGE ORDER FORM

CITY OF FORT PIERCE

PROJECT: **Avenue D Resurfacing (N 29th Street to US 1)**

DATE: _____ CONTRACTOR: _____

OWNER: CITY OF FORT PIERCE AGREEMENT DATE: _____

CHANGE ORDER REQUESTED BY: City _____ Contractor _____

THE FOLLOWING CHANGES ARE MADE TO THE CONTRACT DOCUMENTS:

CONTRACT AMOUNT AND CONTRACT TIME:

Original CONTRACT AWARD AMOUNT $ _____

Current CONTRACT AMOUNT ADJUSTED by Previous CHANGE ORDER(S) $ _____

Net (Increase) (Decrease) of CONTRACT AMOUNT resulting from this CHANGE ORDER $ _____

Current CONTRACT AMOUNT Including this CHANGE ORDER $ _____

ORIGINAL CONTRACT TIME _____ Calendar Days

Current CONTRACT TIME ADJUSTED by Previous CHANGE ORDER _____ Calendar Days

Net (Increase) (Decrease) Resulting from this CHANGE ORDER _____ Calendar Days

Current CONTRACT COMPLETION DATE including this CHANGE ORDER _____

(Change Order No._____, Page 1 of 2)

CHANGES ORDERED:

I. GENERAL: This CHANGE ORDER is necessary to cover changes in the Work to be performed under the Contract Documents. General Conditions, Supplementary Conditions as applicable, Specifications, and all parts listed in Article 1, Definitions, of the General Conditions, apply to and govern all Work under this CHANGE ORDER.

II. REQUIRED CHANGES:

_____

_____

III. JUSTIFICATION:

_____

_____

IV. PAYMENT:

Payment for the above listed items shall be made according to the Agreement.

V. APPROVAL AND CHANGE AUTHORIZATION:

Acknowledgments: The aforementioned change(s), and work affected thereby, is subject to all provisions of the original Agreement not specifically changed by this Change Order; and it is expressly understood and agreed that the approval of this Change Order shall have no effect on the original Agreement other than matters expressly provided herein.

RECOMMENDED BY:

_____

By:_____
Signature

Date:_____

ACCEPTED BY:

Contractor: _____

By:_____
Signature

Name:_____

Date:_____

APPROVED BY: City of Ft. Pierce

By:_____
Signature & Title

Date:_____

END OF CHANGE ORDER

APPLICATION FOR PAYMENT

Application for payment forms will be issued at the Pre-construction Conference.

END OF SECTION

CERTIFICATE OF OWNER'S ATTORNEY

PROJECT: _____

_____

I, the undersigned, _____
(Name of Attorney)

the duly authorized and acting legal representative of_____

_____,do hereby certify as follows:
(Owner)

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

_____ _____
Attorney

_____
Date

END OF SECTION

BIDDER'S QUALIFICATIONS QUESTIONNAIRE

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires. Qualifications Questionnaire must be submitted with the Proposal.

1. Name of Bidder.

2. Permanent Main Office address.

3. When organized?

4. If a corporation, where incorporated?

5. How many years have you been engaged in construction under this present firm or trade name?

6. Contracts on hand: (Schedule of these, showing gross amount of each contract and the appropriate anticipated dates of completion.)

7. General character of work performed by you.

8. Have you ever failed to complete any work awarded to you? If so, where and why?

9. Have you ever defaulted on a contract? If so, where and why?

10. List the more important contracts recently completed by you, stating approximate gross costs of each and the month and year completed. Include the name and telephone number of contact in company for which you provided work.

11. List your major equipment available for this contract.

12. Experience in general construction work similar in scope to this project. (If additional space is needed or required, it may be attached to this sheet.)

13. Background and experience of the principal members of your company, including the officers.

14. Give bank reference.

15. You will furnish a detailed financial statement and, upon request, any other information that may be required by the City of Fort Pierce.

16. The Undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Fort Pierce in the County of St. Lucie in verification of the recitals comprising this Bidder's Qualifications Questionnaire.

Dated at _____this _____day of _____2025

Contractor:

_____

By_____

_____
(Name & Title)

County of _____

State of _____

_____, being duly sworn, deposes and says that he is _____ of _____, and that the answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed and sworn to before me this _____day of _____, 2025.

_____
Notary Public

My Commission Expires:

_____ (Seal)

END OF SECTION

NON-COLLUSION AFFIDAVIT

STATE OF_____

COUNTY OF _____

_____, being first duly sworn, deposes and says:

That he/she is _____
(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

_____
(Firm Name)

By: _____

Title:_____

Subscribed and sworn to before me this _____

day of _____, 2025

_____
Notary Public

My Commission expires: (Seal)

_____

END OF SECTION

PUBLIC ENTITY CRIMES AFFIDAVIT

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid No. 2025-024 Avenue D Resurfacing (N 29th Street to US 1).

2. This sworn statement is submitted by _____ _____(name of entity submitting sworn statement) whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is_____ _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. My name is _____my relationship to the entity (please print name of individual signing) named above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   1. A predecessor or successor of a person convicted of a public entity crime: or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The

term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima tacie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement.
(Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list.
(Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate has not been placed on the convicted vendor list.
(Please describe any action taken by or pending with the Department of General Services.)

Signature: _____

Date: _____

STATE OF_____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this _____ day of _____, 2025.

NOTARY PUBLIC SEAL:

My commission expires:_____

END OF SECTION

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors, exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE: _____ , 2025

Official Address
(Including Zip Code):

By:_____

_____

_____
(Title)

_____

END OF SECTION

TRENCH SAFETY ACT COMPLIANCE STATEMENT
BID NO. 2025-024

Instructions:

Chapter 90-96 of the Laws of Florida requires all contractors engaged by the City of Fort Pierce to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective contractors are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

Certification:

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:

   _____ Dollars
   (Written)

   _____
   (Figures)

3. The amount listed above has been included within the Base Bid.

   Certified: _____
   (Company-Contractor)
   By: _____
   (President's Signature)

   _____
   (President's Typed or Printed Name)

Notarization:

Sworn to and subscribed before me in _____ County, Florida

on the _____ day of _____, 4

Notary Public: _____ (affix seal) My Commission Expires: _____

END OF SECTION

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace thorough implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____
Proposer's Signature

_____
Date

END OF SECTION

REVISED

BID RESPONSE FORM
AVENUE D RESURFACING (29TH STREET TO US 1)

Item No	Description	Unit	QTY	Unit Price	Amount
101-1A	Mobilization/Permits	LS	1		
101-1B	Geotechnical and Materials Testing	LS	1		
102-1A	Maintenance of Traffic	LS	1		
104-1A	Erosion and Sediment Prevention Devices	LS	1		
110-4A	Removal of Existing Concrete	SY	5,795		
160-4	Type B Stabilization (12" Thick)	SY	3,100		
285-701	Optional Base, Base Group 01 (LBR 100)	SY	650		
285-706	Optional Base, Base Group 06 (LBR 100)	SY	1,985		
327-70-12	Milling Exist Asphalt Pavement, 1 1/4" Avg Depth	SY	32,750		
334-1-13	Superpave Asphaltic Concrete Traffic C (Overlay)	TN	2,200		
425-1-201	Inlets, Curb, Type 9, <10'	EA	2		
520-1-10	Concrete Curb and Gutter, Type F	LF	3,900		
522-1	Concrete Sidewalk and Driveways 4" Thick	SY	4,050		
522-2	Concrete Sidewalk and Driveways 6" Thick	SY	650		
526-1-2	Pavers, Architectural, Sidewalk	SF	17,096		
527-2	Detectable Warnings	SF	1,850		
660-4-12	Vehicle Detection System - Video, F&I Above Ground System	EA	4		
700-1-11	Single Post Sign, F&I, Ground Mount, Up to 12 SF	EA	24		
700-1-60	Single Post Sign, Remove	EA	24		
706-1-3	Raised Pavement Marker, Type B	EA	380		
700-4-125A	Overhead Static Sign Structure, F&I, Span (51-100 FT)	EA	1		
711-11-123	Thermoplastic, Standard, White, Solid 12" (Crosswalks)	LF	3,400		
711-11-125	Thermoplastic, Standard, White, Solid 24" (Stop Line)	LF	1,000		
711-11-170	Thermoplastic, Standard, White, Arrow	EA	24		
711-11-180	Thermoplastic, Standard, White, Yield Line	LF	60		
711-15-101	Thermoplastic, Standard, White, Solid 6" Longitudinal Lines	LF	3,000		
711-15-131	Thermoplastic, Standard, White, Skip 6" 10-30 Skip	LF	1,500		
711-15-201	Thermoplastic, Standard, Yellow, Solid 6" Longitudinal Lines	LF	9,000		
1000-01A	Utility Adjustments/Coordination	LS	1		
TOTAL FINAL BID $					

SUBSTITUTION SHEET
FORT PIERCE, FLORIDA

PROJECT TITLE: AVENUE D RESURFACING (N 29TH STREET TO US 1)

BID NO. 2025-024

SUBSTITUTION SHEET

DESCRIPTION OR BID ITEM NO.	MAKE SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
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			$	$
			$	$
			$	$
			$	$
			$	$

CONTRACTOR VERIFICATION FORM

FORT PIERCE, FLORIDA
SEALED BID NO. 2025-024

PROJECT TITLE: AVENUE D RESURFACING (N 29TH STREET TO US 1)

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of firm: _____

Corporate Title: _____

Address: _____

_____
(Zip Code)

By: _____
(Print name) (Print title)

_____
(Authorized Signature)

Telephone: ( ) _____

Fax: ( ) _____

State License # _____ (**ATTACH COPY)**

County License # _____ (**ATTACH COPY**)

City License: (**ATTACH PROOF OF REGISTRATION WITH THE CITY)**

Type of License: _____

Unlimited _____(yes/no)

If "NO", Limited to what trade? _____

END OF SECTION

LIST OF REFERENCES

FORT PIERCE/ST. LUCIE COUNTY, FLORIDA

PROJECT TITLE: AVENUE D RESURFACING (N 29TH STREET TO US 1)
BID NO. 2025-024

OWNER'S NAME/ADDRESS	PROJECT	CONTACT PERSON	TELEPHONE NUMBER

END OF SECTION

E-VERIFY

FORT PIERCE, FLORIDA

PROJECT: AVENUE D RESURFACING (N 29TH STREET TO US 1)

Bid No.: 2025-024

Project Description: Resurfacing Avenue D from N 29th Street to US 1

Vendor/Consultant acknowledges and agrees to the following:

1. Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Consultant during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to this contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

END OF SECTION

LAP CERTIFICATION OF CURRENT CAPACITY

CONFIDENTIAL per Ch 337.14(1) F.S.

For bids to be received on _____
(Letting Date)

Fill in your FDOT Vendor Number
VF _ _ _ _ _ _ _ _ _ _ _ _ _ _
(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on
the "Status of Contracts on Hand" report (page 2) $ _____

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.

2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.

3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

_____
NAME OF FIRM

Sworn to and subscribed this _____ day
of _____, 20 _____

By: _____
_____
Title

STATUS OF CONTRACTS ON HAND

(Furnish complete information about all your contracts, whether prime or subcontracts; whether in progress or awarded, but not yet begun; and regardless of whom contracted with.)

1	2	3	4	5	6
PROJECTS OWNER, LOCATION AND DESCRIPTION	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY YOU	
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR
NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest $100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.			TOTALS	$0.00	$0.00
			TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)	$0.00	

DBE Utilization

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 10.67% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information.

DBE Reporting

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

Bid Opportunity List

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBEs.**

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is: https://www.fdot.gov/equalopportunity/eoc.shtm.

DBE/AA Plans

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the "___" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chairperson in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: **eeoforms@dot.state.fl.us.**

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
02/16

Is this form applicable to your firm?
YES ☐ NO ☐
If *no*, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application b. initial award c. post-award	**3. Report Type:** a. initial filing b. material change **For Material Change Only:** Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, *if known*: _____ _____ _____ Congressional District, *if known*: 4c _____		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, *if known*: _____
6. Federal Department/Agency: _____ _____		**7. Federal Program Name/Description:** _____ _____ CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*: _____		**9. Award Amount,** *if known*: $ _____
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*): _____ _____ _____		**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*): _____ _____ _____
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS

(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:
(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)
a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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THE CITY OF FORT PIERCE
AVENUE D RESURFACING (N 29TH STREET TO US 1)
BID FORM

NAME OF BIDDER: _____

MAILING ADDRESS: _____

STREET ADDRESS: _____(Zip Code)

PHONE NUMBER: _____

To the: City of Fort Pierce

Pursuant to and in compliance with your notice inviting sealed proposals (Call for Bids), Instructions to Bidders, and the other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the contract, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work, all in strict conformity with the plans and/or details, specifications and other related Contract Documents included herein.

The undersigned Bidder acknowledges receipt of the following Addenda, which have been considered in preparation of this Bid:

No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

The undersigned Bidder agrees that the Work shall be achieve final construction within 180 calendar days according to the schedule and the Notice to Proceed set forth in these Documents.

The undersigned Bidder further agrees to pay liquidated damages as described herein and engineering and field inspection expenses, due to overtime work and avoidable delays, which shall be in addition to such other amounts for actual delay damages.

Bidder has stated all prices in numerals in accordance with Section 11.2 of the Instruction to Bidders in the blank space(s) provided for that purpose. Bidder has completed all portions of the Bid to avoid disqualification.

The undersigned, as Bidder, declares that the Bid is made in good faith; that this proposal is made without collusion with any person, firm, or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute a contract with the City in the form set forth in the Contract Documents;

that he will furnish the Contract Security Insurance Certificates; that he is aware that failure to properly comply with the requirements set out in the INSTRUCTIONS TO BIDDERS and elsewhere in the Contract Documents may result in a finding that the Bidder is non- responsive and a forfeiture of the Bid Security.

The undersigned Bidder agrees to furnish the required bonds and insurance and to enter into a contract within 10 days after receipt of Notice of Award and further agrees to complete the Work within the time period specified in the Notices to Proceed for each individual project.

The undersigned declares that he has had prior experiences in the type of Work required and has the necessary finances, personnel, working organization, and equipment available to execute the proposed Work.

Bids shall only be considered from those Bidders who have obtained these Contract Documents directly from the City either electronically or from Demand Star.

LIST OF MAJOR SUBCONTRACTORS

1. If awarded a contract as a result of this Bid, the major subcontractors used in the prosecution of the Work will be those listed below, and

2. The following list includes all subcontractors who will perform Work, and

3. The Bidder represents that the subcontractors listed below are financially responsible and are qualified to do the Work required, and

4. 50% of Work must be done by the General Contractor's entity.

5. If no major subcontractors are to be used, so state on this form

Work to be Done	Name of Subcontractor	Address

Notice to Proceed shall be issued by the City with the specified Work to be completed as described in Section 8 of the General Conditions, within the number of days stated when each Project Contract Time begins to run as specified in the Notice to Proceed.

Work shall be completed, ready for final payment in accordance with Section 8 and 9 of the General Conditions.

Time is of the essence of this Contract and Contractor recognizes that the City will suffer financial loss if the Work, or portions authorized, is not completed within the number of days stated above. Accordingly, Contractor agrees to pay City the liquidated damages stated in the Agreement for each day after the time specified above that the Work is not complete in accordance with Sections 8 and 9 of the General Conditions and with the Agreement.

These liquidated damages are cumulative and additive and represent a reasonable estimate of City's expenses for extended delays. Furthermore, Contractor agrees to pay City expenses for inspection, engineering services, and administrative costs associated with such delay.

In addition to these amounts, there may be additional other amounts for delay damages incurred by City as a result of delays by Contractor. These actual delay damages will include, but not be limited to, delay damage settlements or awards, penalties, and professional fees incurred in connection with such settlements, awards, or penalties and fines imposed by regulatory agencies, contract damages, and loss of use.

ACCOMPANYING THIS PROPOSAL IS _____
(Insert the word(s) "cashier's check," "bidder's bond," "certified check," or other security as provided by law, as the case may be), in an amount equal to at least 10% of the total amount of the bid, payable to the CITY OF FORT PIERCE the undersigned deposits above-named security as a proposal guarantee and agrees that it shall be forfeited to the City as liquidated damages in case this proposal is accepted by the City and the undersigned fails to execute a contract with the City as specified in the Contract Documents, accompanied by the required payment and faithful performance bonds, with sureties satisfactory to the City, and accompanied by the required certificates of insurance coverage and endorsements. Should the City be required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay City reasonable attorneys' fees and costs (including attorneys' fees and costs on appeals), incurred with or without suit.

The Work shall be performed under a State of Florida Contractor's License. Contract shall not be awarded unless proof of valid license(s) is provided, and license shall be appropriate for the nature of the Work.

The Bidder certifies that the following documents are included in the Bid and are complete:

1. Bid form, list of Addenda received, and authorized signatures.

2. Bid Bond with Power of Attorney attached.

3. Affidavit of Non-Collusion.

4. Trench Safety Act Form.

The Bidder further certifies that he will submit within ten (10) days of notification of the Apparent Successful Bidder:

1. List of Major Subcontractors
2. Payment Bond
3. Performance Bond
4. Agreement
5. Certificates of Insurance

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth below, together with signature(s) of the officer or officers authorized to sign contracts on behalf of the corporation and corporate seal; if bidder is a partnership, the true name of the firm shall be set forth below with the signature(s) of the partner or partners authorized to sign contracts in behalf of the partnership; and if the bidder is an individual, his signature shall be placed below.

Bidder: _____
(Type or Print)

By: _____

Name: _____

Title: _____

Date: _____

(Corporate Seal)

Attest
If Corporation

By: _____
(Signature)

Name: _____

Title: _____

Witnesses: _____
(Signature)

(If partnership
Or individual)_____
(Signature)

Contractor's License (State, Number, Expiration Date, Type of License)

_____

END OF SECTION

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ _____, as Principal, and _____ _____, as Surety, are held and firmly bound unto the City of Fort Pierce, hereinafter called the City, in the penal sum of _____ Dollars ($_____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. The Bid Bond amount shall be ten (10%) percent of the Base Bid amount as entered on the Bid Form.

The condition of this obligation is such that whereas the principal has submitted the accompanying bid dated _____ 2025, for the **AVENUE D RESURFACING (N 29TH STREET TO US 1)**

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period of time set forth in the Contract Documents, and shall within ten (10) calendar days after receipt of the Notice of Award enter into a written contract with the City in accordance with the bid as accepted, and if the Principal shall give the required bonds with good and sufficient sureties for the faithful performance and proper fulfillment of such contract and for the protection of subcontractors, laborers and material men, and if the Principal has provided the required evidence of insurance as set forth in the Contract Documents and complied with the Florida Department of Environmental Protection certifications and requirements, and all other contract provisions, or in the event of withdrawal of said bid within the periods specified, or the failure to enter into said contract, or failure to comply with FDEP requirements, or otherwise, if the Principal shall within sixty (60) days after request by the City to pay to the City the difference between the amount specified in said bid and the amount for which the City may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

It is further agreed that if the City is required to utilize legal counsel to recover on this bond, it may also recover its costs relating thereto, including a reasonable amount for attorneys' fees and costs, including attorneys' fees and costs in appellate proceedings.

(SEE NEXT PAGE FOR SIGNATURES)

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this _____ day of _____, 2025, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESSES
(if individual
or partnership)

_____

_____

PRINCIPAL

_____

By: _____
(Signature)

Name: _____

Title: _____

ATTEST (if corporation)

By: _____
(Signature)

Name: _____

Title: _____
(Corporate Seal)

SURETY

_____

By: _____
(Signature)

Name: _____

Title: _____

(Surety Seal)

Attach a certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Bid Bond on behalf of Surety.

Any Claims under this bond may be addressed to:

Name of Surety _____

Mailing Address _____

Street Address _____

Name and Mailing and Street _____

Address of Agent or _____

Representative in Florida _____

(if different than above) _____

_____

_____

_____

Telephone Number of Surety _____

and Agent or Representative _____

in Florida _____

END OF SECTION

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

_____
(Corporation, Partnership, or Individual)

HEREINAFTER called Principal, and _____
(Name of Surety)

_____
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto:
City of Fort Pierce
(Name of Owner)

100 North U.S. Highway 1, Fort Pierce, Florida 34950
(Address of Owner)

Hereinafter called OWNER, in the penal sum of _____

_____Dollars, ($_____),

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 2025, a copy of which is hereto attached and made a part hereof, **to furnish Avenue D Resurfacing (N 29th Street to US 1) Bid No. 2025-024.** (Date to be filled in by Owner.)

This Bond is being entered into to satisfy the requirements of Section 255.05, Florida Statutes, as the same may be amended. The Surety shall be bound by any and all arbitration awards to the same extent as Contractor is bound.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs its duties, all the covenants, terms, conditions, and Agreements of said Contract and remedies without cost to City any defects which may develop during a period of one (1) year from the date of the issuance of the final certificate of completion of each portion of the Work performed under said Agreement, and

2. Pays Owner all losses, damages (liquidated or actual), expenses, costs and attorneys'

fees including costs and attorneys' fees on appeal that Owner sustains resulting directly or indirectly from any breach or default by Principal under the Contract, and

3. Satisfies all claims and demands incurred under the Contract, and fully indemnifies and holds harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, then this bond is void; otherwise, it shall remain in full force and effect.

In the event that the Principal shall fail to perform any of the terms, covenants, and conditions of the Contract during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Owner for all such loss or damage (including reasonable attorneys' fees and costs and attorneys' fees on appeal) resulting from any failure to perform up to the amount of the Penal Sum.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the Owner harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon Owner's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding.

Any changes in or under the Contract Documents (which include the Plans, Drawings, and Specifications), and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligations under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Contract Documents.

IN WITNESS WHEREOF, this instrument executed in _____
(Number)

counterparts, each of which shall be deemed an original, this _____day of_____, 2025.

ATTEST: _____
Principal

_____ By _____

(Principal) Secretary

Name _____ Name _____
(Type) (Type)

(Corporate Seal) Title _____

_____

(Address)

_____
Witness as to Principal

_____
Witness as to Principal

_____
Surety

By _____ By _____
(Surety) Secretary Attorney-in-Fact

Name _____ Name _____
(Type) (Type)

_____
(Corporate Seal) (Address)

_____ _____
Witness as to Surety Witness as to Surety

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located, unless otherwise specifically approved in writing by City.

ATTACH: A certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

(The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.)

END OF SECTION

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a_____
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and _____
(Name of Surety)

_____
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto

City of Fort Pierce
(Name of Owner)

100 North U.S. Highway 1, Fort Pierce, Florida 34950
(Address of Owner)

Hereinafter called Owner, in the penal sum of _____

_____ Dollars, ($_____), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the ___ day of _____, 4 **(**Date to be filled in by Owner) a copy of which is hereto attached and made a part hereof, **Avenue D Resurfacing (N 29th Street to US 1), Bid No. 2025-024**

The Surety shall be bound by any and all arbitration awards to the same extent as Contractor is bound. All dates to be filled in by Owner.

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. This bond is furnished for the sole purpose of complying with the requirements of Section 255.05, Florida Statutes, as the same may be amended.

2. It is a specific condition of this bond that a claimant's right of action on the bond is limited to the provisions of Section 255.05, Florida Statutes, including, but not limited to, the one-year time limitation within which suits may be brought.

Therefore, a claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, material, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish the Contractor with a notice that he intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for his labor, materials or supplies shall, within ninety (90) days after performance of the labor or completion of delivery of the materials or supplies, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials or supplies may be instituted against the Contractor or the Surety unless both notices have been given. No action shall be instituted against the Contractor or the Surety on the bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

3. The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of such proceeding.

4. Any changes in or under the Contract Documents (which include the Plans, Drawings, and Specifications) and compliance or noncompliance with any formalities connected with the Contract or the changes therein, shall not affect Surety's obligations under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Contract Documents.

IN WITNESS WHEREOF, this instrument executed in _____(Number) counterparts, each of which shall be deemed an original, this ____day of _____, 2025.

ATTEST: Principal

(Principal) Secretary By

Name _____ Name _____
(Type) (Type)

Title _____

(Corporate Seal)

_____
(Address)

_____ _____
Witness as to Principal

_____
Witness as to Principal

ATTEST: _____
Surety

_____ By _____
(Surety) Secretary Attorney-in-Fact

Name _____ Name _____
(Type) (Type)

_____
(Corporate Seal) (Address)

_____
Witness as to Surety

_____
Witness as to Surety

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located, unless otherwise specifically approved in writing by City.

ATTACH: A certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

(The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.)

END OF SECTION

NOTICE OF AWARD

Date: _____

To: _____

Bid Proposal: **Avenue D Resurfacing (N 29th Street to US 1)**

Date of Bid Opening: **3:00 PM, Tuesday, May 20, 2025**

Award Amount: **Not to Exceed $**_____

You are hereby notified that you are the Lowest and Best Bidder on the Bid Proposal noted above. Upon compliance with the conditions precedent to be fulfilled by you within the time specified, the Agreement will be executed and delivered to you. Enclosed are the following:

Item
Notice of Award
Agreement between City and Contractor
Performance Bond
Payment Bond

Please take the following actions:

1. Execute Agreement and Notice of Award.

2. Have your insurance company complete bond forms and attach notarized Acknowledgment of Authorized Representative.

3. Have your insurance company complete Certificates of Insurance and Endorsements.

4. Form CG 20 10: Please provide a copy of the actual endorsement issued to the policy, Form CG 20 10, which affords the required additional insured coverage. Please return all documents with acceptance of award.

5. Return two (2) copies of documents enclosed within fifteen (15) days after receipt to:

Mailing Address:	**Delivery Address:**
Director of Procurement	Director of Procurement
CITY OF FORT PIERCE	CITY OF FORT PIERCE
100 North U.S. #1	100 North U.S. #1
Fort Pierce, FL 34950	Fort Pierce, FL 34950

The contract documents must be signed by one of the officers registered with the State of Florida on the attached list; if not on list, provide a letter or copy of corporate resolution authorizing the individual to sign contract documents on behalf of the corporation.

We will return a fully executed copy of the Contract Documents and the Notice to Proceed at the Pre-Construction Conference.

OWNER: **BY:**_____
Gelencia Carter, Purchasing Manager

CITY OF FORT PIERCE
100 North U.S. Highway 1
Fort Pierce, Florida 34950 **Date:**_____

ACKNOWLEDGE RECEIPT OF NOTICE:

CONTRACTOR: **BY:**_____

_____ _____
(Title)

Date:_____

END OF SECTION

NOTICE TO PROCEED

Date: _____

To: _____

_____ **Contractor.**

Project: Avenue D Resurfacing (N 29th Street to US 1)

Bid No: 2025-024

Cost of Project based on Unit Prices by Agreement: $_____

You are hereby notified to proceed with the Work on the subject Project on or before _____, 2025 and to obtain Substantial completion within 150 calendar days and Final completion within 180 calendar days. Find attached four (4) sets of the subject project drawings.

The completion date for **this project** work shall be**: _____, 2025.**

OWNER:

CITY OF FT. PIERCE, FLORIDA
100 NORTH U.S. HIGHWAY 1
FT. PIERCE, FL 34950

BY:

_____
City's Project Manager

ACKNOWLEDGE RECEIPT OF NOTICE

By: _____ _____
Contractor Date

END OF SECTION

CHANGE ORDER FORM

CITY OF FORT PIERCE

PROJECT: **Avenue D Resurfacing (N 29th Street to US 1)**

DATE: _____ CONTRACTOR: _____

OWNER: CITY OF FORT PIERCE AGREEMENT DATE: _____

CHANGE ORDER REQUESTED BY: City _____ Contractor _____

THE FOLLOWING CHANGES ARE MADE TO THE CONTRACT DOCUMENTS:

CONTRACT AMOUNT AND CONTRACT TIME:

Original CONTRACT AWARD AMOUNT $ _____

Current CONTRACT AMOUNT ADJUSTED by Previous CHANGE ORDER(S) $ _____

Net (Increase) (Decrease) of CONTRACT AMOUNT resulting from this CHANGE ORDER $ _____

Current CONTRACT AMOUNT Including this CHANGE ORDER $ _____

ORIGINAL CONTRACT TIME _____ Calendar Days

Current CONTRACT TIME ADJUSTED by Previous CHANGE ORDER _____ Calendar Days

Net (Increase) (Decrease) Resulting from this CHANGE ORDER _____ Calendar Days

Current CONTRACT COMPLETION DATE including this CHANGE ORDER _____

(Change Order No._____, Page 1 of 2)

CHANGES ORDERED:

I. GENERAL: This CHANGE ORDER is necessary to cover changes in the Work to be performed under the Contract Documents. General Conditions, Supplementary Conditions as applicable, Specifications, and all parts listed in Article 1, Definitions, of the General Conditions, apply to and govern all Work under this CHANGE ORDER.

II. REQUIRED CHANGES:

_____

_____

III. JUSTIFICATION:

_____

_____

IV. PAYMENT:

Payment for the above listed items shall be made according to the Agreement.

V. APPROVAL AND CHANGE AUTHORIZATION:

Acknowledgments: The aforementioned change(s), and work affected thereby, is subject to all provisions of the original Agreement not specifically changed by this Change Order; and it is expressly understood and agreed that the approval of this Change Order shall have no effect on the original Agreement other than matters expressly provided herein.

RECOMMENDED BY:

_____

By:_____
Signature

Date:_____

ACCEPTED BY:

Contractor: _____

By:_____
Signature

Name:_____

Date:_____

APPROVED BY: City of Ft. Pierce

By:_____
Signature & Title

Date:_____

END OF CHANGE ORDER

APPLICATION FOR PAYMENT

Application for payment forms will be issued at the Pre-construction Conference.

END OF SECTION

CERTIFICATE OF OWNER'S ATTORNEY

PROJECT: _____

_____

I, the undersigned, _____
(Name of Attorney)

the duly authorized and acting legal representative of_____

_____,do hereby certify as follows:
(Owner)

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

_____ _____
Attorney

_____
Date

END OF SECTION

BIDDER'S QUALIFICATIONS QUESTIONNAIRE

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires. Qualifications Questionnaire must be submitted with the Proposal.

1. Name of Bidder.

2. Permanent Main Office address.

3. When organized?

4. If a corporation, where incorporated?

5. How many years have you been engaged in construction under this present firm or trade name?

6. Contracts on hand: (Schedule of these, showing gross amount of each contract and the appropriate anticipated dates of completion.)

7. General character of work performed by you.

8. Have you ever failed to complete any work awarded to you? If so, where and why?

9. Have you ever defaulted on a contract? If so, where and why?

10. List the more important contracts recently completed by you, stating approximate gross costs of each and the month and year completed. Include the name and telephone number of contact in company for which you provided work.

11. List your major equipment available for this contract.

12. Experience in general construction work similar in scope to this project. (If additional space is needed or required, it may be attached to this sheet.)

13. Background and experience of the principal members of your company, including the officers.

14. Give bank reference.

15. You will furnish a detailed financial statement and, upon request, any other information that may be required by the City of Fort Pierce.

16. The Undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Fort Pierce in the County of St. Lucie in verification of the recitals comprising this Bidder's Qualifications Questionnaire.

Dated at _____this _____day of _____2025

Contractor:

_____

By_____

_____
(Name & Title)

County of _____

State of _____

_____, being duly sworn, deposes and says that he is _____ of _____, and that the answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed and sworn to before me this _____day of _____, 2025.

_____
Notary Public

My Commission Expires:

_____ (Seal)

END OF SECTION

NON-COLLUSION AFFIDAVIT

STATE OF_____

COUNTY OF _____

_____, being first duly sworn, deposes and says:

That he/she is _____
(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

_____
(Firm Name)

By: _____

Title:_____

Subscribed and sworn to before me this _____

day of _____, 2025

_____
Notary Public

My Commission expires: (Seal)

_____

END OF SECTION

PUBLIC ENTITY CRIMES AFFIDAVIT

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid No. 2025-024 Avenue D Resurfacing (N 29th Street to US 1).

2. This sworn statement is submitted by _____ _____(name of entity submitting sworn statement) whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is_____ _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. My name is _____my relationship to the entity (please print name of individual signing) named above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   1. A predecessor or successor of a person convicted of a public entity crime: or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The

term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima tacie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement.
(Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list.
(Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate has not been placed on the convicted vendor list.
(Please describe any action taken by or pending with the Department of General Services.)

Signature: _____

Date: _____

STATE OF_____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this _____ day of _____, 2025.

NOTARY PUBLIC SEAL:

My commission expires:_____

END OF SECTION

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors, exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE: _____ , 2025

Official Address
(Including Zip Code):

By:_____

_____

_____
(Title)

_____

END OF SECTION

TRENCH SAFETY ACT COMPLIANCE STATEMENT
BID NO. 2025-024

Instructions:

Chapter 90-96 of the Laws of Florida requires all contractors engaged by the City of Fort Pierce to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective contractors are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

Certification:

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:

   _____ Dollars
   (Written)

   _____
   (Figures)

3. The amount listed above has been included within the Base Bid.

   Certified: _____
   (Company-Contractor)
   By: _____
   (President's Signature)

   _____
   (President's Typed or Printed Name)

Notarization:

Sworn to and subscribed before me in _____ County, Florida

on the _____ day of _____, 4

Notary Public: _____ (affix seal) My Commission Expires: _____

END OF SECTION

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace thorough implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____
Proposer's Signature

_____
Date

END OF SECTION

REVISED

BID RESPONSE FORM
AVENUE D RESURFACING (29TH STREET TO US 1)

Item No	Description	Unit	QTY	Unit Price	Amount
101-1A	Mobilization/Permits	LS	1		
101-1B	Geotechnical and Materials Testing	LS	1		
102-1A	Maintenance of Traffic	LS	1		
104-1A	Erosion and Sediment Prevention Devices	LS	1		
110-4A	Removal of Existing Concrete	SY	5,795		
160-4	Type B Stabilization (12" Thick)	SY	3,100		
285-701	Optional Base, Base Group 01 (LBR 100)	SY	650		
285-706	Optional Base, Base Group 06 (LBR 100)	SY	1,985		
327-70-12	Milling Exist Asphalt Pavement, 1 1/4" Avg Depth	SY	32,750		
334-1-13	Superpave Asphaltic Concrete Traffic C (Overlay)	TN	2,200		
425-1-201	Inlets, Curb, Type 9, <10'	EA	2		
520-1-10	Concrete Curb and Gutter, Type F	LF	3,900		
522-1	Concrete Sidewalk and Driveways 4" Thick	SY	4,050		
522-2	Concrete Sidewalk and Driveways 6" Thick	SY	650		
526-1-2	Pavers, Architectural, Sidewalk	SF	17,096		
527-2	Detectable Warnings	SF	1,850		
660-4-12	Vehicle Detection System - Video, F&I Above Ground System	EA	4		
700-1-11	Single Post Sign, F&I, Ground Mount, Up to 12 SF	EA	24		
700-1-60	Single Post Sign, Remove	EA	24		
706-1-3	Raised Pavement Marker, Type B	EA	380		
700-4-125A	Overhead Static Sign Structure, F&I, Span (51-100 FT)	EA	1		
711-11-123	Thermoplastic, Standard, White, Solid 12" (Crosswalks)	LF	3,400		
711-11-125	Thermoplastic, Standard, White, Solid 24" (Stop Line)	LF	1,000		
711-11-170	Thermoplastic, Standard, White, Arrow	EA	24		
711-11-180	Thermoplastic, Standard, White, Yield Line	LF	60		
711-15-101	Thermoplastic, Standard, White, Solid 6" Longitudinal Lines	LF	3,000		
711-15-131	Thermoplastic, Standard, White, Skip 6" 10-30 Skip	LF	1,500		
711-15-201	Thermoplastic, Standard, Yellow, Solid 6" Longitudinal Lines	LF	9,000		
1000-01A	Utility Adjustments/Coordination	LS	1		
TOTAL FINAL BID $					

SUBSTITUTION SHEET
FORT PIERCE, FLORIDA

PROJECT TITLE: AVENUE D RESURFACING (N 29TH STREET TO US 1)

BID NO. 2025-024

SUBSTITUTION SHEET

DESCRIPTION OR BID ITEM NO.	MAKE SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
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			$	$
			$	$
			$	$
			$	$

CONTRACTOR VERIFICATION FORM

FORT PIERCE, FLORIDA
SEALED BID NO. 2025-024

PROJECT TITLE: AVENUE D RESURFACING (N 29TH STREET TO US 1)

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of firm: _____

Corporate Title: _____

Address: _____

_____
(Zip Code)

By: _____
(Print name) (Print title)

_____
(Authorized Signature)

Telephone: ( ) _____

Fax: ( ) _____

State License # _____ (**ATTACH COPY)**

County License # _____ (**ATTACH COPY**)

City License: (**ATTACH PROOF OF REGISTRATION WITH THE CITY)**

Type of License: _____

Unlimited _____(yes/no)

If "NO", Limited to what trade? _____

END OF SECTION

LIST OF REFERENCES

FORT PIERCE/ST. LUCIE COUNTY, FLORIDA

PROJECT TITLE: AVENUE D RESURFACING (N 29TH STREET TO US 1)
BID NO. 2025-024

OWNER'S NAME/ADDRESS	PROJECT	CONTACT PERSON	TELEPHONE NUMBER

END OF SECTION

E-VERIFY

FORT PIERCE, FLORIDA

PROJECT: AVENUE D RESURFACING (N 29TH STREET TO US 1)

Bid No.: 2025-024

Project Description: Resurfacing Avenue D from N 29th Street to US 1

Vendor/Consultant acknowledges and agrees to the following:

1. Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Consultant during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to this contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

END OF SECTION

LAP CERTIFICATION OF CURRENT CAPACITY

CONFIDENTIAL per Ch 337.14(1) F.S.

For bids to be received on _____
(Letting Date)

Fill in your FDOT Vendor Number
VF _ _ _ _ _ _ _ _ _ _ _ _ _ _
(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on
the "Status of Contracts on Hand" report (page 2) $ _____

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.

2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.

3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

_____
NAME OF FIRM

Sworn to and subscribed this _____ day
of _____, 20 _____

By: _____
_____
Title

STATUS OF CONTRACTS ON HAND

(Furnish complete information about all your contracts, whether prime or subcontracts; whether in progress or awarded, but not yet begun; and regardless of whom contracted with.)

1	2	3	4	5	6
PROJECTS OWNER, LOCATION AND DESCRIPTION	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY YOU	
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR
NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest $100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.			TOTALS	$0.00	$0.00
			TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)	$0.00	

DBE Utilization

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 10.67% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information.

DBE Reporting

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

Bid Opportunity List

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBEs.**

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is: https://www.fdot.gov/equalopportunity/eoc.shtm.

DBE/AA Plans

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the "___" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chairperson in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: **eeoforms@dot.state.fl.us.**

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
02/16

Is this form applicable to your firm?
YES ☐ NO ☐
If *no*, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application b. initial award c. post-award	**3. Report Type:** a. initial filing b. material change **For Material Change Only:** Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, *if known*: _____ _____ _____ Congressional District, *if known*: 4c _____		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, *if known*: _____
6. Federal Department/Agency: _____ _____		**7. Federal Program Name/Description:** _____ _____ CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*: _____		**9. Award Amount,** *if known*: $ _____
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*): _____ _____ _____		**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*): _____ _____ _____
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS

(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:
(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)
a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT "E"
GENERAL CONDITIONS

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SECTION 1 - CONTRACT DOCUMENTS

1.1 DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Owner-Contractor Agreement, including Invitation for Bid, Instruction to Bidders, Contractor's Bid (including documentation accompanying the Bid and any documentation submitted prior to the Notice of Award), Performance Bond, Payment Bond, Bid Bond, Insurance Certificates and Endorsements, and copies of policies, Notice of Award, Notice to Proceed, these General Conditions, Special Supplemental Conditions, and any Modifications. A Modification is:(1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a written interpretation issued by the City Engineer pursuant to Subparagraph 2.2.8, or (4) a written order for a minor change in the Work for each project issued by the City Engineer pursuant to Paragraph 12.3.

1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner and any Subcontractor or Sub-subcontractor.

1.1.3 THE WORK

The Work comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part.

1.1.5 ADDENDA

Written or graphic instruments issued prior to the Award of the Contract which modify or interpret the Contract Documents by additions, deletions, corrections, or clarifications.

1.1.6 ACCEPTANCE, FINAL ACCEPTANCE

The formal action by the City accepting the Work as being complete, after certification by the City Engineer of final completion.

1.1.7 AGREEMENT

The written agreement between the City and the Contractor covering the Work to be performed also designated as the Contract.

1.1.8 APPARENT LOWEST AND BEST BIDDER

The Bidder submitting the lowest and best Bid at the Bid Opening without correction of numerical discrepancies or determination of responsiveness and responsibility.

1.1.9 APPLICATION FOR PAYMENT

The form furnished in the Contract Documents which is to be used by the Contractor in requesting progress payments and an affidavit of the Contractor that progress payments theretofore received from City on account of the Work have been applied by the Contractor to discharge in full all of the Contractor's obligations stated in prior Applications of Payment. The application includes such supporting documentation as required by the Contract Documents.

1.1.10 BID

The offer or proposal of the Bidder submitted in the prescribed manner on the prescribed forms to perform the contemplated Work in accordance with the Contract Documents.

1.1.11 BIDDER

Any individual, partnership, corporation, joint venture, or other legal entity or combination thereof submitting a Bid for the Work, acting directly or through an authorized representative.

1.1.12 BONDS

Instruments of security furnished by the Contractor and his surety in accordance with the Contract Documents including Bid, Performance, and Payment Bonds.

1.1.13 CHANGE ORDER

A written order to the Contractor, approved by the City, complying with the change order procedure established in the Contract Documents, authorizing an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or Contract Time, or both.

1.1.14 CITY

The City of Fort Pierce: The Owner.

1.1.15 CONTRACT PRICE/AMOUNT
The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

1.1.16 DAY

A calendar day of 24 hours lasting from midnight one day to midnight the next day.

1.1.17 DEFECTIVE

An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, test, or approval referred to in the Contract Documents, or has been damaged prior to Final Payment.

1.1.18 DRAWINGS, PLANS

The drawings, plans, or reproductions thereof, which show location, character, dimensions, and details of the Work to be done, which are included in the Contract Documents.

1.1.19 EFFECTIVE DATE OF AGREEMENT

The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed by the last of the two parties to sign.

1.1.20 FIELD ORDER

A written order issued by the City Engineer to the Contractor during construction effecting a minor change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time.

1.1.21 LOWEST AND BEST BIDDER

The lowest responsive, responsible Bidder.

1.1.22 MODIFICATION
A written amendment of the Contract Documents signed by both parties, and work

directives including but not limited to Change Orders and Field Orders. A modification may only be issued after the effective date of the Agreement.

1.1.23 NOTICE OF AWARD

The written notice of the acceptance of the Bid from the City to the Lowest and Best Bidder.

1.1.24 NOTICE TO PROCEED

Written communication issued by the City to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.

1.1.25 OWNER

The City of Fort Pierce: The Owner.

1.1.26 PAYMENT BOND

The security furnished by the Contractor and its Surety in the form contained in the Contract Documents as a guarantee that the Contractor will pay in full all bills.

1.1.27 PERFORMANCE BOND

The Security furnished by the Contractor and its surety as a guarantee that the Contractor will perform all of its contractual obligations in accordance with the terms of the Contract Documents; the covered amount of the Performance Bond is separate and distinct from the covered amount of the Payment Bond.

1.1.28 REQUEST FOR INFORMATION

Contractor's inquiries for information shall be submitted to the City Engineer.

1.1.29 ENGINEERING INSPECTOR

The authorized representative of the City Engineer who is assigned to the site inspection or any part thereof.

1.1.30 SAMPLE

Samples are physical examples or work including, but not limited to, the following items: Partial sections of manufactured or fabricated work, small cuts or containers of materials, complete units of repetitively-used materials; Swatches showing color, texture, and pattern, color range sets, or units of work to be used for independent inspection and testing.

1.1.31 SHOP DRAWINGS

All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor or for the Contractor to demonstrate how the Contractor specifically intends to comply with the Contract Documents.

1.1.32 SPECIFICATIONS

Those portions of the Contract Documents consisting of written or graphic technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable there.

1.1.33 SPECIAL SUPPLEMENTAL CONDITIONS

Modifications, additions, or deletions to the General Conditions.

1.1.34 WORD DEFINITIONS

1. Unless other expressly stated, wherever in the Contract Documents the word “approved,” “reviewed,” “acceptable,” “satisfactory,” “directed,” “required,” “permitted,” “ordered,” “designated,” “prescribed,” or words of like import are used, it shall be understood that the action required, reference, or determination rests solely with the City Engineer or his duly authorized representative.

2. Unless otherwise expressly stated, wherever in the Contract Documents the words “as shown” or “as indicated” or words of like import are used, they shall mean as shown or as indicated on the drawings.

3. Unless otherwise expressly stated, wherever in the Contract Documents the word “provide” is used, it shall mean furnished and installed in place, complete and tested.

4. Wherever the word “Product” is used in these Contract Documents, it shall refer to materials, systems, and equipment provided by Contractor.

5. The term “Project Manual” as used in these Contract Documents includes Bidding Requirements, Conditions of the Contract, and Specifications.

1.2 EXECUTION, CORRELATION, AND INTENT

1.2.1 The Contract Documents shall be signed in not less than duplicate by the City and the Contractor.

1.2.2 By executing the Contract, the Contractor represents that he has visited the

site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.

1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonable inferable there from as being necessary to produce the intended results. Words and abbreviations which have well- known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

1.2.4 The organization of the Specifications into divisions, sections, and articles and the arrangement of drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.3 OWNERSHIP AND USE OF DOCUMENTS

1.3.1 All Drawings, Specifications, and copies thereof furnished by the City are and shall remain the property of the City, to be used only with respect to this Project and not to be used on any other project. With the exception of one contract set for each party to the Contract, such documents are to be returned or suitably accounted for to the City on request at the completion of the Work. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the City Engineer's common law copyright or other reserved rights.

SECTION 2 - THE CITY ENGINEER

2.1 The City Engineer or his designee is the person authorized by the City Manager to oversee implementation of the Contract Documents.

2.2 The City Engineer or designee will visit the site at intervals to check the quality or quantity of the Work. The City Engineer or designee will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the CONTRACTOR'S failure to carry out the Work in accordance with the Contract Documents. The City Engineer or designee will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work. The City Engineer or designee shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so the City Engineer or designee may perform his functions under the Contract Documents.

2.3 The City Engineer will render interpretations necessary for the proper execution of progress of the Work, with reasonable promptness and in accordance with any time limit agreed upon. Either party to the Contract may make written request to the City Engineer for such interpretations.

SECTION 3 - CITY

3.1 DEFINITION

3.1.1 The City is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Owner means the City or its authorized representative.

3.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

3.2.1 The City shall furnish legal limitations for the site of the Project.

3.2.2 Except as provided in Subparagraph 4.7.1 and elsewhere in the Contract and Contract Documents, the City shall secure and pay for necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

3.2.3 Information or services under the City's control shall be furnished by the City with reasonable promptness to avoid delay in the orderly progress of the Work.

3.2.4 Six sets of contract drawings will be furnished to the Contractor free of charge for execution of the Work. Additional sets of documents required by the Contractor will be made available upon payment by Contractor of costs of reproduction.

3.2.5 The foregoing are in addition to other duties and responsibilities of the City enumerated herein and especially those in respect to Work by City or by Separate Contractors, Payments and Completion, and Insurance in Sections 6, 9, and 11, respectively.

3.3. CITY'S RIGHT TO STOP THE WORK

3.3.1 Termination of work shall be in compliance with the Contract Articles 8,10, 14, 15, 16, and 17, and the Contract Documents.

3.4 CITY'S RIGHT TO CARRY OUT THE WORK

3.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Agreement or Contract Documents, then the City shall have the right to

carry out the Work in accordance with the Contract and Sections 8, 14, 15, and 16, and as noted in the Agreement and Contract Documents.

SECTION 4 - CONTRACTOR

4.1 DEFINITION

4.1.1 The Contractor is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.

4.2 REVIEW OF CONTRACT DOCUMENTS

4.2.1 The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Engineer any error, inconsistency or omission he may discover. The Contractor shall not be liable to the City or the City Engineer for any damage resulting from such errors, inconsistencies or omissions in the Contract Documents. The Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved Shop Drawings, Product Data, or Samples for such portion of the Work.

4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

4.3.1 The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

4.3.2 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors, and their agents and employees, and other persons performing any of the Work under a contract with the Contractor.

4.3.3 The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Engineer in his administration of the Contract, or by inspections, tests, or approvals required or performed under Paragraph 7.7 by persons other than the Contractor.

4.4 LABOR AND MATERIALS

4.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in

Work.

4.4.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ anyone unskilled in the task assigned to him.

4.5 WARRANTY

4.5.1 The Contractor warrants to the City and the City Engineer that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects, and in conformance with the Contract Documents. All Work not conforming to these requirements may be considered defective. If required by the City Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Paragraph 13.2.

4.6 TAXES

4.6.1 Not applicable.

4.7 PERMITS, FEES, AND NOTICES

4.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure all City construction permits and secure all other permits and governmental fees and licenses necessary for the proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required prior to construction.

4.7.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work.

4.7.3 When the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the City Engineer in writing, and any necessary changes shall be accomplished by appropriate Modification.

4.7.4 If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the City Engineer, he shall assume full responsibility therefore and shall bear all costs attributable thereto.

4.8 ALLOWANCES

4.8.1 Not applicable.

4.9 SUPERINTENDENT

4.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the project site during the progress of the Work. The superintendent shall represent the Contractor, and all communications given to the superintendent shall be binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

4.9.2 The Contractor shall provide the City Engineer with the name of his Superintendent and the location at which the Superintendent may be reached at all times.

4.10 PROGRESS SCHEDULE

4.10.1 The Contractor, within ten (10) days after Notice of Award, shall prepare and submit an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

4.11 DOCUMENTS AND SAMPLES AT THE SITE

4.11.1 Contractor shall maintain on site one record copy of: Drawings, Specifications, Addenda, Change Orders and other modifications to the Contract, Reviewed Shop Drawings, Product Data, and Samples, Field Test Records, Inspection Certificates, and Manufacturer's Certificates.

4.11.2 At the Contract closeout, deliver record documents and samples to the City Engineer by transmittal letter with Contractor’s signature.

4.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

4.12.1 After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, Contractor shall submit to City Engineer for review and approval, in accordance with the accepted schedule of Shop Drawing submissions and specific requirements of the Specifications, or for other appropriate action if so indicated in the Supplementary Conditions, six copies of all Shop Drawings which will bear a stamp or specific written indication that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as City Engineer may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data, to enable City Engineer to review the information as required.

4.12.2 Contractor shall also submit to City Engineer for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, supplier, and pertinent data such as catalog numbers and the use for which intended.

4.12.3 Before submission of each shop drawing or sample, Contractor shall have determined and verified all quantities, dimensions, specific performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each shop drawing or sample with other shop drawings and samples and with the requirements of the Work and the Contract Documents.

4.12.4 At the time of each submission, Contractor shall give City Engineer specific written notice of each variation that shop drawings or samples may have from requirements of Contract Documents, and, in addition, shall cause a specific notation to be made on each shop drawing submitted to City Engineer for review and approval of each such variation.

4.12.5 City Engineer will review and take action within 14 calendar days of receipt of shop drawings and samples, but City Engineer's review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated, in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. Contractor shall make corrections required by the City Engineer and shall return the required number of corrected copies of shop drawings and submit as required new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by City Engineer on previous submittals.

4.12.6 City Engineer's review and approval of shop drawings or samples shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has in writing called City Engineer's attention to each such variation at the time of submission as required by Subparagraph 4.12.3.1 and City Engineer has given written approval of each such variation by a specific written notation thereof incorporated in or a specific written notation thereof incorporated in or accompanying the shop drawing or sample approval; nor will any approval by City Engineer relieve Contractor from responsibility for errors or omissions in the shop drawings or from responsibility for

having complied with the provisions of Subparagraph 4.12.3.

4.12.7 Where a shop drawing or sample is required by the Specifications, any related Work performed prior to City Engineer's review and approval of the pertinent submission will be the sole expense and responsibility of Contractor.

4.13 USE OF SITE

4.13.1 The Contractor shall confine operations of the site to areas permitted by law, ordinances, permits, Agreement, and the Contract Documents and shall not unreasonably encumber the site with any materials or equipment.

4.14 CUTTING AND PATCHING OF WORK

4.14.1 The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the Work or to make its several parts fit together properly.

4.14.2 The Contractor shall not damage or endanger any portion of the Work or the work of the City or any separate contractors by cutting, patching, or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of the City or any separate contractor except with the written consent of the City and of such separate contractor. The Contractor shall not unreasonably withhold from City or any separate contractor his consent to cutting or otherwise altering the Work.

4.15 CLEANING UP

4.15.1 The Contractor at all times shall keep the work site project free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery, and surplus materials.

4.15.2 If the Contractor fails to clean up at the completion of the Work, the City may do so, and the cost thereof shall be charged to the Contractor.

4.16 COMMUNICATIONS

4.16.1 The Contractor shall forward all communications to the City through the City Engineer.

4.17 ROYALTIES AND PATENTS

4.17.1 The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save City harmless from loss on account thereof except that City shall be responsible for all such loss when a particular design process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to City Engineer.

4.18 INDEMNIFICATION

4.18.1 The Contractor shall agree to indemnify and hold the City harmless against any and all expenses and liabilities as per the Contract, to include Articles 10 and 22, and all Contract Documents.

SECTION 5 - SUBCONTRACTORS

5.1 DEFINITION

5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the site. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative. The term Subcontractor does not include any separate contractor or his subcontractors.

5.1.2 A Subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform any of the Work at the site. The term Sub-subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Sub-subcontractor or an authorized representative thereof.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK.

5.2.1 Shall comply with the Contract, to include Article 12 and the Contract Documents.

SECTION 6 - WORK BY CITY

6.1 CITY'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

6.1.1 The City reserves the right to perform work related to the Project with his own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the Contract. If the Contractor claims that delay or additional cost is involved because of such action by the City, he shall make such claim as provided elsewhere in the Contract Documents.

6.1.2 When separate contracts are awarded for different portions of the Project or other work on the site, the term Contractor in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

6.2 MUTUAL RESPONSIBILITY

6.2.1 The Contractor shall afford the City and separate contractors' reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work and shall connect and coordinate his Work with theirs as required by the Contract Documents.

6.2.2 If any part of the Contractor's Work depends for proper execution or results upon the work of the City or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the City Engineer any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acceptance of the City's or separate contractors' work as fit and proper to receive his Work, except as to defects which may subsequently become apparent in such work by others.

6.2.3 Any costs caused by defective or ill-timed work shall be borne by the party responsible therefore. No time extensions will be granted due to ill-timed work or any other reasons.

6.2.4 Should the Contractor wrongfully cause damage to the work or property of the City, or to other work on the site, the Contractor shall promptly remedy such damage as provided in Subparagraph 10.2.5.

6.2.5 Should the Contractor wrongfully cause damage to the work or property of any separate contractor, the Contractor shall upon due notice promptly attempt to settle with such other contractor by agreement, or otherwise to resolve the dispute. If such separate contractor sues or initiates an arbitration proceeding against the City on account of any damage alleged to have been caused by the Contractor, the City shall notify the Contractor who shall defend such proceedings at the City's expense, and if any judgment or award against the City arises there from, the Contractor shall pay or satisfy it and shall reimburse the City for all attorneys' fees and court or arbitration costs which the City has incurred. Regardless of the outcome, the Contractor will pay all expenses.

6.3 CITY'S RIGHT TO CLEAN UP

6.3.1 If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up as required by Section 4.15, the City may clean up and charge the cost thereof to the Contractors as the City Engineer shall determine to be just.

SECTION 7 - MISCELLANEOUS PROVISIONS

7.1 Governing Law

7.1.1 The Contractor shall be governed by the law of the place where the project is located.

7.2 SUCCESSORS

7.2.1 The City and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder, without the previous written consent of the City.

7.3 WRITTEN NOTICE

7.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the corporation for whom it was intended, or if last delivered at or sent by registered or certified mail to the last business address known to him who gives the notice.

7.4 CLAIMS FOR DAMAGE

7.4.1 All claims by the Contractor shall be in accordance with Article 11 of the Contract Agreement.

7.5 PERFORMANCE AND PAYMENT BOND

7.5.1 Contractor shall furnish a Performance Bond and a Payment Bond on the forms provided as part of the Contract Documents each in an amount as required by the Contract Documents as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. Contractor shall also furnish such other Bonds as are required by the Special Supplementary

Conditions. All Bonds shall be in the forms prescribed by the bidding documents or Special Supplementary Conditions and be executed by such Sureties as are licensed to conduct business in the state where the Project is located, and, except as otherwise provided by law, are named in the current list of "Companies Holding Certificates of City as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U. S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

7.5.2 If the Surety on any Bond furnished by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 7.5.1, Contractor shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to City.

7.6 RIGHTS AND REMEDIES

7.6.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

7.6.2 No action or failure to act by the City, Engineer, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

7.7 TESTS

7.7.1 When the Contract Documents, laws, ordinances, rules, regulations or orders of any public agency having jurisdiction require any portion of the Work to be inspected, tested or approved, the Contractor shall give the City Engineer timely notice of its readiness so the City Engineer may observe, provide or instruct such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals conducted by public agency other than City. Unless otherwise provided, the City shall bear all costs of other inspections, tests or approvals. The City shall pay for soils, compaction, and other testing required by the Contract Documents, to assure compliance with plans and specifications, and the Contractor shall pay for all required retests.

7.7.2 If the Engineer determines that any Work requires special inspection, testing, or approval which Paragraph 7.7.1 does not include, he will instruct the Contractor to order such special instruction, testing or approval, and the Contractor shall give notice as provided in Paragraph 7.7.1. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof, including compensation for the City's

additional services made necessary by such failure; otherwise the City shall bear such costs, and an appropriate Change Order shall be issued.

7.7.3 Required certificates of inspection, testing or approval from public agencies having jurisdiction over the Project shall be secured by the Contractor and promptly delivered by him to the City Engineer.

SECTION 8 - TIME

8.1 DEFINITIONS

8.1.1 Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for Completion of the Work as defined in Subparagraph 8.1.3, including authorized adjustments thereto.

8.1.2 The date of commencement of the Work is the date established in a Notice to Proceed for each project. If there is no notice to proceed, it shall be the date of the Owner-Contractor Agreement or such other date as may be established therein.

8.1.3 The Date of Completion of the Work is the Date certified by the City Engineer when construction is complete, in accordance with the Contract Documents.

8.1.4 The term day as used in the Contract Documents shall mean calendar day unless otherwise specifically designated.

8.2 PROGRESS AND COMPLETION

8.2.1 All time limits stated in the Contract Documents are of the essence of the Contract.

8.2.2 The Contractor shall begin the work on the date of commencement as defined in Subparagraph 8.1.2. He shall carry the Work forward expeditiously with adequate forces and shall achieve Completion within the Contract Time.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the City or the City Engineer, or by any employee of either, or by any separate contractor employed by the City, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the City pending arbitration, or by any other cause which the City Engineer determines may justify the delay, then the Contract Time shall be extended by Change Order for such

reasonable time as the City Engineer may determine.

8.3.2 Any claim for extension of time shall be made in writing to the City Engineer not more than twenty (20) days after the commencement of the delay. In the case of a continuing delay only one claim is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work.

8.3.3 If no agreement is made stating the dates upon which interpretations as provided in Subparagraph 8.3.1 shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations until fifteen (15) days after written request is made for them, and not then unless such claim is reasonable.

8.3.4 This Paragraph 8.3 does not exclude the recovery of damages for delay by either party under other provisions of the Agreement or Contract Documents.

SECTION 9 - PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1.1 The Contract Sum for each project is the sum stated in the project's Notice to Proceed, including authorized adjustments thereto, is the total amount payable by the City to the Contractor for the performance of the Work under the Contract Documents. All payments will be in accordance with Florida Statute 218.735 and these Contract Documents.

9.2.1 Ten (10) days before the first Application for Payment, the Contractor shall submit to the City a schedule of values allocated to the various portions of the Work, in accordance with the Agreement, prepared in such form and supported by such data to substantiate its accuracy. This schedule shall be used only as a basis for the Contractor's Applications for Periodic Payments.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 At least ten (10) days before the date for each progress payment established in the City-Contractor Agreement, the Contractor shall submit to the City and City Engineer an itemized and completed Application for Payment, notarized, supported by such data substantiating the Contractor's right to payment as the City or the City Engineer may require, and reflecting retainage, if any, as provided elsewhere in the Contract Documents.

9.3.1.1 Until Completion of the Work the City will pay ninety-five percent (95%) of the amount due the Contractor on account of progress payments. At Completion and Final Acceptance of the Work by the City Engineer, the City shall pay the retainage, less such amount as the City Engineer shall determine for all incomplete

Work, unsettled claims and penalties as provided in the Contract Documents.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 The City Engineer will, within ten (10) days after the receipt of the Contractor's Application for Payment, either approve the application for payment to the Owner, with a copy to the Contractor, for such amount as the City Engineer determines is properly due, or notify the Contractor in writing his reasons for withholding a Certificate as provided in Subparagraph 9.6.1.

9.4.2 The approval of the Application for Payment will constitute only a presentation by the City, based on the City Engineer's observations at the site as provided in Subparagraph 2.1.2 and the data comprising the Application for Payment that the Work has progressed to the point indicated; that to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in his Certificate); and that the Contractor is entitled to payment in the amount certified. However, by issuing a Certificate for Payment, the City Engineer shall not thereby be deemed to represent that he has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work to relieve the Contractor of his responsibilities specified in the Agreement or that he has reviewed the construction means, methods, techniques, sequences or procedures, or that he has made any examination to ascertain how or for what purpose the Contractor has used the monies previously paid on account of the Contract Sum.

9.5 PROGRESS PAYMENTS

9.5.1 After the City Engineer has approved the complete Application for Payment, the City shall make payment within fifteen (15) days to the Contractor.

9.5.2 The Contractor shall promptly pay each Subcontractor upon receipt of each payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's Work. The Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to his Sub-subcontractors in a similar manner.

9.5.3 The City Engineer may, on request and at his direction, furnish to any Subcontractor information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the City Engineer on account of Work done by such Subcontractor.

9.5.4 Neither the City nor the City Engineer shall have any obligation to pay or to see to the payment of any monies to any Subcontractor except as may otherwise be required by law.

9.5.5 No approval for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the City, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

9.5.6 **No approval for a progress payment shall be approved prior to City Engineer receiving Partial Releases of Liens applicable to previous payments received by Contractor.**

9.6 PAYMENTS WITHHELD

9.6.1 The City Engineer may decline to approve payment and may withhold it in whole or in part, to the extent necessary reasonably to protect the City, if in his opinion he is unable to make representations to the City as provided in Subparagraph 9.4.2. If the City Engineer is unable to make representations to the City as provided in Paragraph 9.4.2 and to certify payment in the amount of the Application, he will notify the Contractor as provided in Subparagraph 9.4.1. If the Contractor and the City Engineer cannot agree on a revised amount, the City Engineer will promptly approve the payment for the amount for which he is able to make such representations to the City. The City Engineer also may decline to approve payment or, because of subsequently discovered evidence or subsequent observations, he may nullify the whole or any part of any approval for payment previously issued, to such extent as may be necessary in his opinion to protect the City from loss because of:

1. Defective Work not remedied; or

2. Third party claims filed or reasonable evidence indicating probable filing of such claims, such as Notice; or

3. Failure of the Contractor to make payments properly to Subcontractors for labor, materials or equipment. City Engineer may request Partial Releases of Liens prior to payment; or

4. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum; or

5. Damage to the City or other contractor; or

6. Reasonable evidence that the Work will not be completed within the Contract Time; or

7. Persistent failure to carry out the Work in accordance with the Contract Documents.

9.6.2 When the above grounds in Subparagraph 9.6.1 are removed, payment shall be made for amounts withheld because of them.

9.7 FAILURE OF PAYMENT

9.7.1 If the City Engineer does not approve Application for Payment, through no fault of the Contractor, within fourteen (14) days after receipt of the Contractor's Application for Payment, then the Contractor may, upon seven (7) additional days' written notice to the City, stop the Work until payment of the amount owing has been received. The Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut- down, delay and start-up, which shall be effected by appropriate Change Order in accordance with Paragraph 12.3.

9.8 FINAL COMPLETION AND FINAL PAYMENT

9.8.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the City Engineer will make such inspection and, when he finds the Work acceptable under the Contract Documents and the Contract fully performed, will promptly approve the Application for Payment, stating that to the best of his knowledge, information and belief, and on the basis of his observations and inspections, the work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in said approval is due and payable. The City Engineer's final approval for payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth in the Agreement and Contract Documents have been fulfilled and the Contractor has met the requirements of the Agreement and Contract Documents.

9.8.2 Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the City Engineer: (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied; (2) consent of surety, if any, to final payment; and (3) other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the City. If any Subcontractor, sub-subcontractor, material man, or laborer, refuses to furnish a release, or waiver, required by the City, the Contractor may furnish a bond satisfactory to the City, to indemnify him against any such lien. City may withhold all sums reasonably necessary for the claims of subcontractors, sub- subcontractors, material men, laborers or other who have asserted any claims, even if based upon purported additions, extras, or unexecuted change orders, which sums shall include interest,

costs and reasonably anticipated attorneys' fee. If any claim remains unsatisfied after all payments are made, the Contractor shall refund to the City all monies that the latter may be compelled to pay in discharging such lien, including interest, all costs, and reasonable attorneys' fee.

9.8.3 The making of final payment shall constitute a waiver of all claims by the City except those arising from:

1. Unsettled liens, claims or notices of any kind by subcontractors, sub-subcontractors, material men, and laborers; or
2. Faulty or defective Work appearing after Substantial Completion; or
3. Failure of the Work to comply with the requirements of the Contract Documents; or
4. Terms of any special warranties required by the Contract Documents.

9.8.4 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment. By acceptance thereof, Contractor agrees to cooperate with City in disposing of any and all remaining claims of subcontractors, sub-subcontractors, material men, and laborers, and shall indemnify and hold harmless City from all such claims, including attorneys' fees, trial and appellate, and costs and expenses.

SECTION 10 - PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

1. All employees on the Work and all other persons who may be affected thereby;

2. All the Work, and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and

3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

10.2.2 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

10.2.3 The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities. Without limiting the generality of the foregoing, the Contractor's ladders, scaffolds, lifts and other equipment, and those portions of the Contractor's work and temporary work which are utilized by the City and the City Engineer and their employees in the observation of construction shall comply with all applicable laws, ordinances, rules, regulations, standards and orders of any public authority having jurisdiction for the safety of persons or property.

10.2.4 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

10.2.5 The Contractor shall promptly remedy all damage or loss to any property referred to in Paragraph 10.2, caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible, except damage or loss attributable to the acts or omissions of the Owner or City Engineer or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to his obligations under the Agreement and the Contract Documents.

10.2.6 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the City and the City Engineer.

10.2.7 The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

10.3 EMERGENCIES

10.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Section 12 for Changes in the Work.

10.4 CITY ENGINEER'S STATUS

10.4.1 Without limiting the generality of Subparagraphs 2.2 and 2.3, the City Engineer will not inspect or be responsible for the Contractor's compliance with the requirements of this Section 10.

SECTION 11 - INSURANCE

(SEE AGREEMENT - ARTICLE 17)

SECTION 12 - CHANGES IN THE WORK

12.1 CHANGE ORDERS

12.1.1 A Change Order is a written order to the Contractor signed by the City Engineer, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum or the Contract Time.

12.1.2 The City, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents.

12.1.3 The cost or credit to the City resulting from a change in the Work shall be determined in one or more of the following ways:

1. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

2. By unit prices stated in the Contract Documents or subsequently agreed upon;

3. By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.

12.2 CONCEALED CONDITIONS

12.2.1 Should concealed conditions encountered in the performance of the Work below the surface of the ground differing materially from those ordinarily

encountered and generally recognized as inherent in work of the character

provided for in this Contract be encountered, the Contract Sum may be equitably adjusted by Change Order upon claim by either party made within twenty (20) days after the first observance of the conditions.

12.3 CLAIMS FOR ADDITIONAL COST

12.3.1 If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the City Engineer written notice thereof within twenty (20) days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall precede in accordance with Paragraph 10.3. No such claim shall be valid unless so made. If the Owner and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the City Engineer. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

12.3.2 If the Contractor claims that additional cost is involved because of, but not limited to: (1) any written interpretation pursuant to Subparagraph 2.3; (2) any order by the City to stop the Work pursuant to Paragraph 3.3 where the Contractor was not at fault; (3) any written order for a minor change in the Work issued pursuant to Paragraph 12.4; or (4) failure of payment by the City pursuant to Paragraph 9.7, the Contractor shall make such claim as provided in Paragraph 12.3.1.

12.4 MINOR CHANGES IN THE WORK

12.4.1 The City Engineer will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order (field order), and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.

SECTION 13 - UNCOVERING AND CORRECTION OF WORK

13.1 UNCOVERING OF WORK

13.1.1 If any portion of the Work should be covered contrary to the request of the City Engineer or to requirements specifically expressed in the Contract Documents, it must, if required by the City Engineer, be uncovered for his observation and shall be replaced at the Contractor's expense.

13.1.2 If any other portion of the Work has been covered which the City Engineer has not specifically requested or required to observe prior to being covered, the City Engineer may request to see such Work and it shall be uncovered by the Contractor. If such Work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the City. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it is found that this condition was caused by the City or a separate contractor as provided in Section 6, in which event the City shall be responsible for the payment of such costs.

13.2 CORRECTION OF WORK

13.2.1 The Contractor shall promptly correct all Work rejected by the City Engineer as defective or as failing to conform to the Contract Documents whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the City Engineer or his designee's additional services and inspections made necessary thereby.

13.2.2 If, within one year after the Date of Completion of the Work or designated portion thereof or within one year after acceptance by the City of designated Work or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the City to do so unless the City has previously given the Contractor a written acceptance of such condition. This obligation shall survive termination of the Contract. The City shall give such notice promptly after discovery of the condition.

13.2.3 The Contractor shall remove from the site all portions of the Work which are defective or non-conforming and which have not been corrected under Subparagraphs 4.5.1, 13.2.1, and 13.2.2, unless removal is waived by the City.

13.2.4 If the Contractor fails to correct defective or non- conforming Work as provided in Subparagraphs 4.5.1, 13.2.1, and 13.2.2, the City may correct it in accordance with Paragraph 3.4.

13.2.5 If the Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from the City Engineer, the City may remove it and replace the materials or equipment at the expense of the Contractor. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City.

13.2.6 The Contractor shall bear the cost of making good all work of the City or separate contractors destroyed or damaged by such correction or removal.

13.2.7 Nothing contained in this Paragraph 13.2 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including Paragraph 4.5 hereof. The establishment of the time period of one year after the Date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations other than specifically to correct the Work.

13.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

13.3.1 If the City prefers to accept defective or non- conforming Work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Sum where appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

SECTION 14 - TERMINATION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1 If the Work is stopped for a period of thirty (30) days under an order of any court or other public agency having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing any of the Work under a contract with the Contractor, or if the Work should be stopped for a period of thirty (30) days by the Contractor because the City Engineer has not approved an Application for Payment as provided in Paragraph 9.7 or because the City has not made payment thereon as provided in Paragraph 9.7, then the Contractor may, upon seven (7) additional days' written notice to the City Engineer, terminate the Contract and recover from the Owner payment for all Work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and damages.

14.2 TERMINATION BY THE CITY

14.2.1 If the Contractor is adjudged a bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he fails to make prompt payment to Subcontractors or for

materials or labor, persistently disregards laws, ordinances, rules, regulations or is guilty of a substantial violation of a provision of the Contract Documents, then the Owner, upon certification by the City Engineer that sufficient cause exists to justify such action, may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days' written notice, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished.

14.2.2 If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, including compensation for the City Engineer's additional services made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the City. The amount to be paid to the Contractor or to the City, as the case may be, shall be certified by the City Engineer, upon application, in the manner provided in Paragraph 9.4, and this obligation for payment shall survive the termination of the Contract.

SECTION 15 - UNFAVORABLE WEATHER AND OTHER CONDITIONS

15.1 During unfavorable weather and other unfavorable conditions, the Contractor shall pursue only such portions of the Work as shall not be damaged thereby. No portions of the Work whose satisfactory quality or efficiency will be affected by an unfavorable condition shall be constructed while these unfavorable conditions exist unless, by special means or precautions approved by the City Engineer, the Contractor shall be able to overcome them.

SECTION 16 - ENGINEERING AND FIELD INSPECTION EXPENSES DUE TO OVERTIME WORK AND UNAVOIDABLE DELAYS

16.1 The City shall charge to the Contractor and may deduct from the periodic and final payment for the Work all engineering and inspection expenses incurred by the City in connection with any overtime work during the contract construction period, including any time extension granted thereof, beyond the regular eight (8) hour day, (normal resident project representative working day), and for any time worked on Saturdays, Sundays, or Holidays.

16.2 In addition, these General Conditions provide for the payment by the Contractor to the City of all engineering and inspection expenses incurred as a result of unavoidable delays or correctness of the Work.

16.3 All engineering and inspection expenses, including direct costs incurred by the City due to the above specified conditions, shall be paid by the Contractor at the City's hourly rates, including all overhead.

SECTION 17 - BEFORE STARTING CONSTRUCTION

17.1 Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. Contractor shall promptly report in writing to the City Engineer any conflict, error or discrepancy which Contractor or any of his Subcontractors may discover and shall obtain a written interpretation or clarification from City Engineer before proceeding with any work affected thereby; provided, however, Contractor shall not be liable to City or City Engineer for failure to report any conflict, error or discrepancy unless Contractor or any of his Subcontractors had actual knowledge thereof or should reasonably have known thereof.

17.2 Within ten (10) days after the effective date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to City Engineer for review: (1) a progress schedule indicating the starting and completion dates of the various stages of the Work; (2) a proposed schedule of Shop Drawing Submissions; (3) a schedule of values of the Work; and (4) a listing of the monthly progress payments through the Contract Time. The City Engineer may require the schedule of values to be adjusted if in its opinion the breakdown does not accurately reflect the true distribution of the Contract Price.

17.3 No later than twenty (20) days after the effective date of the Agreement, but before Contractor starts the Work at the site, a conference will be held for review of the schedules to establish procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. Contractor shall attend such conference and shall require any or all of his Subcontractors, as City Engineer directs, to attend the conference.

SECTION 18 - PRECEDENCE OF CONTRACT DOCUMENTS

18.1 In resolving conflicts and discrepancies between the Contract Documents, precedence shall be given in the following order:

> Plans shall control over Technical Specifications; larger scale plans shall control over general plans; large scale details over small scale and figure dimensions; and figure dimensions over

scaled dimensions. Addenda and change orders supersede only affected portions of the documents.

SECTION 19 - MEASUREMENT AND PAYMENT

19.1 DESCRIPTION OF REQUIREMENTS

19.1.1 Payment for the WORK, as further specified herein, shall include compensation to be received by the Contractor for furnishing tools, equipment, supplies, and manufactured articles, and for labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the Work in accordance with the requirements of the Contract Documents, including appurtenances thereto, and including all costs of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the Occupational Safety and Health Administration of the U. S. Department of Labor (OSHA). No separate payment will be made for any item that is not specifically set forth in the Bid Schedule, and all costs therefore shall be included in the prices named in the Bid Schedule for the various appurtenant items of work.

19.1.2 The total Unit Bid Price shall cover all work required by the Contract Documents. All costs in connection with the proper and successful completion of the work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction equipment, and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and Unit bid prices. All work not specifically set forth as a pay item in the Bid shall be considered a subsidiary obligation of Contractor and all costs in connection therewith shall be included.

19.1.3 Payment for all work done in compliance with the Contract Documents, inclusive of furnishing all manpower, equipment, materials, and performance of all operations relative to construction of this project, will be made under the Unit Bid Price.

19.1.4 The City reserves the right to alter the Drawings, modify incidental work if necessary, and increase or decrease quantities of work to be performed in accordance with such changes, including deduction or cancellation of any one or more of the Items. Changes in the work shall not be considered as a waiver of any conditions of the Contract nor invalidate any provisions thereof. When changes result in changes in the quantities of work to be performed, and proposed change will cause substantial inequity to the City or Contractor the applicable unit prices shall be equitably adjusted by change order.

19.1.5 Quantities necessary to complete the work as shown on the Drawings or as specified herein shall govern over those shown in the Proposal or Bid Documents. The Contractor shall take no advantage of any apparent error or omission in the Drawings or Specifications, and the City Engineer shall be permitted to make corrections and interpretations as may be deemed necessary for fulfillment of the intent of the Contract Documents.

19.1.6 The quantities for payment, other than Final Payment, under this Contract shall be determined for actual measurement of the completed items, in place, ready for service and accepted by the City, in accordance with the applicable method of measurement therefore contained herein. A representative of the Contractor shall witness all field measurements.

SECTION 20 - ESTIMATED QUANTITIES

20.1 All estimated quantities stipulated in the Bid Form or other Contract Documents are approximate and supplied for the sole purpose of providing Bidder with a basis which will be used to determine the Base Bid and to obtain unit prices for approvals of progress payments for the Work done. Actual quantities which will be ordered by City may vary from those on the Bid Form(s).

20.2 The Contractor's attention is directed to the items of work for which no unit price is set. All work shown on the drawings as outlined in the specifications is to be completed in all respects, and the cost of all miscellaneous and associated work to any specific items shall be included in the Unit Prices.

20.3 All quantities, for the submittal of payments, shall be measured and tabulated by both the City Engineer, or representative, and the Contractor. Requests for payment and supporting data shall be prepared by the Contractor and given to the City Engineer sufficiently in advance of payment date to permit thorough checking of all quantities.

20.4 The Contractor shall furnish the City Engineer whatever assistance is required, laborers, clerks and records that will enable the City Engineer to expeditiously check all estimates and especially the final quantities of the project.

SECTION 21- COORDINATION

21.1 Contractor shall: (1) coordinate scheduling, submittals, and work of the various sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements; (2) coordinate completion

and clean-up of Work of separate sections of specifications in preparation for Substantial Completion; and (3) after City occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of City activities.

SECTION 22 - FIELD ENGINEERING

Contractor shall employ a Land Surveyor registered in the State of Florida and acceptable to City Engineer, locate and protect survey control and reference points, control datum for survey that is shown on the Exhibit Drawings, and provide field engineering services and establish elevations, lines, and levels, utilizing recognized engineering survey practices.

SECTION 23

"DELETED"

SECTION 24 - PRECONSTRUCTION CONFERENCE

24.1 City Engineer will schedule a conference after Notice to Award.

24.2 Attendance Required: City, Contractor, Utilities Representatives. (Subcontractors if requested by City.)

24.3 Agenda:

1. Execution of City-Contractor Agreement;
2. Submission of executed bonds and insurance certificates;
3. Distribution of Contract Documents;
4. Submission of list of Subcontractors, and progress schedule;
5. Designation of personnel representing the parties in Contract, and the City Engineer;
6. Procedures and processing of field decisions, submittals, substitutions, applications for payment, proposal requests, Change Orders and Contract closeout procedures;
7. Scheduling;
8. Scheduling activities of Testing Laboratory.

SECTION 25 - PROGRESS MEETINGS

25.1 City Engineer or Contractor may schedule meetings, at intervals, as required throughout progress of the Work. Each may make arrangements for meetings, prepare agenda with copies for participants, record minutes and distribute copies within 3 days to participants and those affected by decisions made.

25.3 Agenda:

1. Review minutes of previous meetings;
2. Review of Work progress;
3. Field observations, problems, and decisions;
4. Identification of problems which impede planned progress;
5. Review of submittals schedule and status of submittals;
6. Review of off-site fabrication and delivery schedules;
7. Maintenance of progress schedule;
8. Corrective measures to regain projected schedules;
9. Planned progress during succeeding work period;
10. Coordinate of projected progress;
11. Maintenance of quality and work standards;
12. Effect of proposed changes on progress schedule and coordination;
13. Other business relating to Work.

SECTION 26 - CONTRACT CLOSEOUT

26.1 DESCRIPTION
Scope of Work: Comply with requirements stated in Conditions of the Contract and in Specifications for administrative procedures in closing out the Work.

26.2 FINAL COMPLETION & INSPECTION

1. When Contractor considers the Work is complete, he shall submit written certification that: (1) Contract Documents have been reviewed, (2) Work has been inspected for compliance with Contract Documents, (3) Work has been completed in accordance with Contract Documents, (4) equipment and systems have been tested in the presence of the City's representative and are operational, and (5) Work is completed and ready for final inspection.

2. The Engineer will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.

3. Should the Engineer consider that the work is incomplete or defective: (1) the Engineer will promptly notify the Contractor in writing, listing the incomplete or defective work, (2) Contractor shall take immediate steps to remedy the stated deficiencies, and send a second written certification to the Engineer that the Work is complete, and (3) the Engineer will re-inspect the Work.

4. When the Engineer finds that the Work is acceptable under the Contract Documents, he shall request the Contractor to make closeout submittals.

26.3 REINSPECTION FEES

Should the Engineer perform re-inspection due to failure of the Work to comply with the claims of status of completion made by the Contractor, (1) the Contractor will compensate the City at their request for such additional inspection services, and (2) the City will deduct the expenses incurred for such inspection services.

26.4 CONTRACTOR'S CLOSEOUT SUBMITTALS

26.4.1 The Contractor shall submit to the Engineer the following documentation:

1. Evidence of compliance with requirements of governing authorities that issued permit or have jurisdiction over Work;
2. Warranties and Bonds;
3. Evidence of Payment and Release of Liens;
4. Project Record Documents that show the final location, by reference to at least two completed, visible improvements or other permanent control points, of the completed improvements for this project, verification of all design dimensions, any revisions to the Plans, and all other information necessary to horizontally and vertically locate and operate the improvements constructed under this Contract. Information to be shown includes the location of the drainage structures, signs, lighting, irrigation system, landscaping, sidewalks, roadway improvements and all culvert pipes, the elevations referenced to NGVD 1929 of the control structure tops, bottom inverts, and the elevations of all pipe inverts. No erasures are permitted. Where changes occur, cross out design information and denote constructed information. Other items to be shown on the Record Drawings include:
5. Any changes or verifications get marked.
6. Mark out all "proposed" or "constructs."
7. Draw in all changes to location of pipe, structures, etc.
8. Draw in a detail box of any substantial changes.
9. Mark location and footage of all culverts.
10. Mark all elevations for grates and pipe inverts.

11. Mark all grades and spot elevations of roadways at 500 feet spacing or less.
12. Canal cross-sections at 500 feet spacing.

The Contractor shall submit four (4) sets of signed and sealed Record Drawing prints, and two electronic As-Built Drawings CD's supplied in digital format (AutoCAD).

END OF SECTION

EXHIBIT F – REQUIRED LAP SPECIFICATIONS

120 EARTHWORK AND RELATED OPERATIONS FOR LAP (CLASS - D). (REV 3-2-22) (FA 7-13-21) (FY 2023-24)

SECTION 120 is deleted and the following substituted:

SECTION 120
EARTHWORK AND RELATED OPERATIONS FOR LAP (CLASS - D)

120-1 Description.

120-1.1 General: Perform earthwork and related operations based on the type of work specified in the Contract and the Earthwork Categories as defined below. Meet the applicable requirements for materials, equipment and construction as specified.

Earthwork and related operations consist of excavation for the construction of the roadway, excavation for structures and pipe, constructing backfill around structures and pipe, and constructing embankments as required for the roadway, ditches, and channel changes.

120-1.2 Earthwork Categories: Performance of Earthwork Operations will fall into one of the following Earthwork Categories:

120-1.2.1 Earthwork Category 1: Includes the earthwork and related operations associated with the construction of sidewalks and bike paths along with any drainage structures associated with these facilities.

120-1.2.2 Earthwork Category 2: Includes the earthwork and related operations associated with the construction of turn lanes and other non-mainline traffic lanes, widening, roadway shoulders, concrete box culverts, retaining walls, and other drainage structures on the non-mainline pavement.

120-1.2.3 Earthwork Category 3: Includes the earthwork and related operations associated with the construction of new mainline pavement, along with concrete box culverts, retaining walls, and other drainage structures on the mainline pavement.

120-1.3 Unidentified Areas of Contamination: When encountering or exposing any abnormal condition indicating the presence of contaminated materials, cease operations immediately in the vicinity and notify the Engineer. The presence of tanks or barrels; discolored earth, metal, wood, ground water, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions that appear abnormal may indicate the presence of contaminated materials and must be treated with extreme caution.

Make every effort to minimize the spread of contamination into uncontaminated areas. Immediately provide for the health and safety of all workers at the job site and make provisions necessary for the health and safety of the public that may be exposed to any potentially hazardous conditions. Ensure provisions adhere to all applicable laws, rules or regulations covering potentially hazardous conditions and will be in a manner commensurate with the gravity of the conditions.

The Engineer will notify the Department of a contamination assessment/remediation process plan to determine the course of action necessary for site security and the steps necessary under applicable laws, rules, and regulations for additional assessment and/or remediation work to resolve the contamination issue.

120-2 Classifications of Excavation.

120-2.1 General: The Engineer may classify excavation specified under this Section for payment as any of the following: regular excavation, subsoil excavation, lateral ditch excavation, and channel excavation.

The definition of existing surface is a combination of the following:

1. The original unpaved ground line;
2. The bottom of the existing pavement;
3. The bottom of existing features removed by clearing and grubbing;
4. The bottom of the existing base, if the base is to be removed.

The definition of finished graded surface includes the completed grades of side slopes, unpaved shoulders, and the bottom of the base for flexible or rigid pavement.

120-2.2 Regular Excavation: Regular excavation includes roadway excavation and borrow excavation, as defined below for each.

: Roadway excavation consists of the excavation and the utilization or disposal of all materials necessary for the construction of the roadway,
ditches, channel changes, etc., except as may be specifically shown to be paid for separately and that portion of the lateral ditches within the limits of the roadway right-of-way as shown in the Plans.

Borrow excavation consists of the excavation and utilization of material from authorized borrow pits, including only material that is suitable for the construction of roadway embankments or of other embankments covered by the Contract.

A Cost Savings Initiative Proposal (CSIP) submittal based on using borrow material from within the project limits will not be considered.

120-2.3 Subsoil Excavation: Subsoil excavation consists of the excavation and disposal of muck, clay, rock, or any other material that is unsuitable in its original position and that is excavated below the existing surface. For pond and ditches that identify the placement of a blanket material, the existing surface is the bottom of the blanket material. Subsoil excavation also consists of the excavation of all suitable material within the above limits as necessary to excavate the unsuitable material. Consider the limits of subsoil excavation indicated in the Plans as being particularly variable, in accordance with the field conditions encountered.

The quantity of material required to replace the excavated material and to raise the elevation of the roadway to the bottom of the template will be paid for under embankment or borrow excavation (Truck Measure).

120-2.4 Lateral Ditch Excavation: Lateral ditch excavation consists of all excavation of inlet and outlet ditches to structures and roadway, and ditches parallel to the roadway right-of-way. Dress lateral ditches to the grade and finished graded surface shown in the Plans.

120-2.5 Channel Excavation: Channel excavation consists of the excavation of channels of streams and satisfactory disposal of all materials from the limits of the channel as shown in the Plans.

120-2.6 Excavation for Structures and Pipe: Excavation for structures consists of the excavation for bridge foundations, box culverts, pipe culverts, storm sewers and all other pipelines, retaining walls, headwalls for pipe culverts and drains, catch basins, drop inlets, manholes, and similar structures.

120-3 Preliminary Soils Investigations.

When the Plans contain the results of a soil survey, do not assume such data is a guarantee of the depth, extent, or character of material present.

120-4 Excavation Requirements.

120-4.1 Removal of Unsuitable Materials and Existing Roads

120-4.1.1 Subsoil Excavation: Where rock, muck, clay, or other material within the limits of the roadway is unsuitable in its original position, excavate such material to the depth shown in the Plans as the removal limits or as indicated by the Engineer, and backfill with suitable material. Where the removal of plastic soils is required, meet a construction tolerance of ±0.2 foot in depth and ±6 inches (each side) in width.

120-4.1.2 Construction over Existing Old Road: Where a new roadway is to be constructed over an old one, completely remove the existing pavement for the entire limits of the width and depth. If the Plans provide that paving materials may be incorporated into the fill, distribute such material in a manner so as not to create voids. Recompact the old road meeting the requirements of 120-10.2.

120-4.2 Lateral Ditch Excavation: Excavate inlet and outlet ditches to structures and roadway, changes in channels of streams and ditches parallel to the roadway. Dress lateral ditches to the grade and finished graded surface shown in the Plans.

120-4.3 Channel Excavation: Excavate and dispose of all materials from the limits of the channel as shown in the Plans. Excavate for bridge foundations, box culverts, pipe culverts, storm sewers and all other pipelines, retaining walls, headwalls for pipe culverts and drains, catch basins, drop inlets, manholes, and similar structures.

120-4.4 Excavation for Structures and Pipe.

120-4.4.1 Requirements for all Excavation: Perform all excavation to foundation materials, satisfactory to the Engineer, regardless of the elevation shown in the Plans. Remove rock, boulders or other hard lumpy or unyielding material to a depth of 12 inches below the bottom of pipes and box culverts elevations. Remove muck or other soft material to the depth indicated in the Plans or as directed by the Engineer.

120-4.4.2 Earth Excavation:

120-4.4.2.1 Foundation Material other than the Rock: When masonry is to rest on an excavated surface other than rock, take special care to avoid disturbing the bottom of the excavation, and do not remove the final foundation material to grade until just before placing the masonry. In case the foundation material is soft or mucky, the Engineer may require excavation to a greater depth and to backfill to grade with approved material.

120-4.4.2.2 Foundation Piles: Where foundation piles are used, complete the excavation of each pit before driving the piles. After the driving is completed, remove all loose and displaced material, leaving a smooth, solid, and level bed to receive the masonry.

120-4.4.2.3 Removal of Obstructions: Remove boulders, logs, or any unforeseen obstacles encountered in excavating.

120-4.4.3 Rock Excavation: Clean all rock and other hard foundation material, remove all loose material, and cut all rock to a firm surface. Either level, step vertically and horizontally, or serrate the rock, as may be directed by the Engineer. Clean out all seams and fill them with concrete or mortar.

120-4.4.4 Pipe Trench Excavation: Excavate trenches for pipes to the elevation of the bottom of the pipe and to a width sufficient to provide adequate working room. Remove soil not meeting the classification specified as suitable backfill material in 120-8.3.2.2 to a depth of 4 inches below the bottom of the pipe elevation. Remove rock, boulders or other hard lumpy or unyielding material to a depth of 12 inches below the bottom of the pipe elevation. Remove

muck or other soft material to a depth necessary to establish a firm foundation. Where the soils permit, ensure that the trench sides are vertical up to at least the mid-point of the pipe.

For pipelines placed above the natural ground line, place and compact the embankment, prior to excavation of the trench, to an elevation at least 2 feet above the top of the pipe and to a width equal to four pipe diameters, and then excavate the trench to the required grade.

For pipe trenches utilizing trench boxes, ensure that the trench box used is of sufficient width to permit thorough tamping of bedding material under and around the pipes as specified in 125-8.1.6.

Do not disturb the installed pipe and its embedment when moving trench boxes. Move the trench box carefully to avoid excavated wall displacement or damage. As the trench box is moved, fill any voids left by the trench box and continuously place and compact the backfill material adjacent to and all along the side of the trench box walls to fill any voids created by the trench box.

120-5 Disposal of Surplus and Unsuitable Material.

120-5.1 Ownership of Excavated Materials: Take ownership of the materials and dispose them outside the right-of-way.

120-5.2 Placement of Muck on Side Slopes: As an exception to the provisions of 120-5.1, the Contractor may store muck (A-8 material) alongside the roadway, provided there is a clear distance of at least 6 feet between the roadway grading limits and the muck Do not store such material in a manner which will impede the inflow or outfall of any channel or side ditches. All stored materials that is not used for the final surface material must be disposed of outside the right-of-way.

120-5.3 Disposal of Paving Materials: Unless otherwise noted, take ownership of paving materials, such as paving brick, asphalt block, concrete slab, sidewalk, curb and gutter, etc., excavated in the removal of existing pavements, and dispose of them outside the right-of-way. Existing limerock base that is removed may be incorporated in the stabilized portion of the subgrade. If the construction sequence will allow, incorporate all existing limerock base into the project as allowed by the Contract Documents.

120-5.4 Disposal Areas: Where the Contract Documents require disposal of excavated materials outside the right-of-way, and the disposal area is not indicated in the Contract Documents, furnish the disposal area without additional compensation.

Provide areas for disposal of removed paving materials out of sight of the project and at least 300 feet from the nearest roadway right-of-way line of any road. If the materials are buried, disregard the 300-foot limitation.

120-6 Materials for Embankment.

120-6.1 General Requirements for Embankment Materials: Construct embankments using suitable materials excavated from the roadway or delivered to the jobsite from authorized borrow pits. Embankment material shall not contain muck, stumps, roots, brush, vegetable matter, rubbish, reinforcement bar or other material that does not compact into a suitable and enduring roadbed.

Remove all waste material designated as undesirable. Use material in embankment construction in accordance with Plan details or as the Engineer directs.

Construct the embankment using maximum particle sizes as follows:

1. In top 12 inches: 3-1/2 inches (in any dimension).

2. 12 to 24 inches: 6 inches (in any dimension).

3. In the depth below 24 inches: not to exceed 12 inches (in any dimension) or the compacted thickness of the layer being placed, whichever is less.

Spread all material so that the larger particles are separated from each other to minimize voids between them during compaction. Compact around these rocks in accordance with 120-9.2.

When and where approved by the Engineer, larger rocks (not to exceed 18 inches in any dimension) may be placed outside the 1:2 slope and at least 4 feet or more below the bottom of the base. Compact around these rocks to a firmness equal to that of the supporting soil. Where constructing embankments adjacent to bridge end bents or abutments, do not place rock larger than 3-½ inches in diameter within 3 feet of the location of any end-bent piling.

120-6.2 Use of Materials Excavated from the Roadway and Appurtenances: Assume responsibility for determining the suitability of excavated material for use on the project in accordance with the applicable Contract Documents. Consider the sequence of work and maintenance of traffic phasing in the determination of the availability of this material.

120-6.3 Authorization for Use of Borrow: Use borrow pit only when sufficient quantities of suitable material are not available from roadway and drainage excavation, to properly construct the embankment, subgrade, and shoulders, and to complete the backfilling of structures and pipe. Do not use borrow material until so ordered by the Engineer, and then only use material from approved borrow pits.

120-6.3.1 Haul Routes for Borrow Pits: Provide and maintain, at no expense to the Agency, all necessary roads for hauling the borrow material. Where borrow area haul roads or trails are used by others, do not cause such roads or trails to deteriorate in condition.

Arrange for the use of all non-public haul routes crossing the property of any railroad. Incur any expense for the use of such haul routes. Establish haul routes which will direct construction vehicles away from developed areas when feasible and keep noise from hauling operations to a minimum. Advise the Engineer in writing of all proposed haul routes.

120-6.3.2 Borrow Material for Shoulder Build-up: When so indicated in the Plans, furnish borrow material with a specific minimum bearing value, for building up of existing shoulders. Blend materials as necessary to achieve this specified minimum bearing value prior to placing the materials on the shoulders. Take samples of this borrow material at the pit or blended stockpile. Include all costs of providing a material with the required bearing value in the Contract unit price for borrow material.

120-6.4 Materials Used at Pipes, Culverts, etc.: Construct embankments over and around pipes, culverts, and bridge foundations with selected materials.

120-7 Embankment Construction.

120-7.1 General: Construct embankments in sections of not less than 300 feet in length or for the full length of the embankment. Do not construct another LOT over an untested LOT without the Engineer's approval in writing.

For construction of mainline pavement lanes, turn lanes, ramps, parking lots, concrete box culverts and retaining wall systems, a LOT is defined as a single lift of finished embankment not to exceed 500 feet.

For construction of shoulder-only areas, shared use paths, and sidewalks areas, a LOT is defined as a single lift of finished embankment not to exceed 2000 feet.

Isolated compaction operations will be considered as separate LOTs. For multiple phase construction, a LOT shall not extend beyond the limits of the phase.

120-7.2 Dry Fill Method:

120-7.2.1 General: Construct embankments to meet compaction requirements in 120-7 and in accordance with the acceptance program requirements in 120-10.

Construct embankment in the dry whenever normal dewatering equipment and methods can accomplish the needed dewatering.

120-7.2.1.1 Maximum Compacted Lift Thickness Requirements: Construct the embankment in successive layers with lifts up to a maximum listed in the table below based on the embankment material classification group.

Table 120-1			
Group	AASHTO Soil Class	Maximum Lift Thickness	Thick Lift Control Test Section Requirements
1	A-3	12 inches	Not Needed
	A-2-4 (No. 200 Sieve ≤ 15%)		
2	A-1	6 inches without Control Test Section	Maximum of 12 inches per 120-7.2.1.2
	A-2-4 (No. 200 Sieve > 15%)		
	A-2-5, A-2-6, A-2-7, A-4, A-5, A-6		
	A-7 (Liquid Limit < 50)		

120-7.2.1.2 Thick Lift Requirements: For embankment materials classified as Group 2 in Table 120-1 above, the option to perform thick lift construction in successive layers of not more than 12 inches compacted thickness may be used after meeting the following requirements:

1. Demonstrate the possession and control of compacting equipment sufficient to achieve density required by 120-10.5 for the full depth of a thicker lift.
2. Construct a test section of the length of one full LOT of not less than 500 feet.
3. Perform five tests at random locations within the test section.
   a. All five tests must meet the density required by 120-10.5.
   b. Identify the test section with the compaction effort and soil classification in the project's records.
4. Obtain Engineer's approval for the compaction effort after completing a successful test section.

In case of a change in compaction effort or soil classification, failing density test, construct a new test section. The Contractor may elect to place material in 6 inches compacted thickness at any time. Construct all layers approximately parallel to the centerline profile of the road.

The Engineer reserves the right to terminate the Contractor's use of thick lift construction. Whenever the Engineer determines that the Contractor is not achieving satisfactory results, revert to the 6-inch compacted lifts.

120-7.2.1.3 Equipment and Methods: Provide normal dewatering equipment including, but not limited to, surface pumps, sump pumps and trenching/digging machinery. Provide normal dewatering methods including, but not limited to, constructing shallow surface drainage trenches/ditches, using sand blankets, sumps, and siphons.

When normal dewatering does not adequately remove the water, the Engineer may require the embankment material to be placed in the water or in low swampy ground in accordance with 120-9.2.4.

120-7.2.2 Placing in Unstable Areas: When depositing the material in water, or in low swampy ground that will not support the weight of hauling equipment, construct the embankment by dumping successive loads in a uniformly distributed layer of a thickness not greater than necessary to support the hauling equipment while placing subsequent layers. Once sufficient material has been placed so that the hauling equipment can be supported, construct the remaining portion of the embankment in layers in accordance with the applicable provisions of 120-9.2.3 and 120-9.2.6.

120-7.2.3 Placing on Steep Slopes: When constructing an embankment on a hillside sloping more than 20 degrees from the horizontal, before starting the fill, deeply plow or cut into steps the surface of the original ground on which the embankment is to be placed.

120-7.2.4 Placing Outside Standard Minimum Slope: The standard minimum slope is defined as the plane described by a one (vertical) to two (horizontal) slope downward from the roadway shoulder point or the gutter line, in accordance with Standard Plans, Index 120-001 and 120-002. Where material that is unsuitable for normal embankment construction is to be used in the embankment outside the standard minimum slope, place such material in layers of not more than 18 inches in thickness, measured loose. The Contractor may also place material, which is suitable for normal embankment, outside such standard minimum slope in 18-inch layers. Maintain a constant thickness for suitable material placed within and outside the standard minimum slope, unless placing in a separate operation.

120-7.3 Hydraulic Method:

120-7.3.1 Method of Placing: When the hydraulic method is used, as far as practicable, place all dredged material in its final position in the embankment by such method. Place and compact any dredged material that is reworked or moved and placed in its final position by any other method, as specified in 120-9.2. Baffles or any other form of construction may be used if the slopes of the embankments are not steeper than indicated in the Plans. Remove all timber used for temporary bulkheads or baffles from the embankment and fill and thoroughly compact all voids. When placing fill on submerged land, construct dikes prior to beginning of dredging, and maintain the dikes throughout the dredging operation.

120-7.3.2 Excess Material: Do not use excess material placed outside the prescribed slopes, below the normal high-water level, to raise the fill. Remove only the portion of this material required for dressing the slopes.

120-7.3.3 Protection of Openings in Embankment: Maintain openings in the embankments at the bridge sites. Remove any material which invades these openings or existing channels without additional compensation to provide the same depth of channel as existed before the construction of the embankment. Do not excavate or dredge any material within 200 feet of the toe of the proposed embankment.

120-8 Backfilling Around Structures and Pipe.

120-8.1 Requirements for Structures and Pipes:

120-8-1.1 General: Backfill around structures and pipe in the dry whenever normal dewatering equipment and methods can accomplish the needed dewatering. A LOT is defined as one lift of backfill material placement, not to exceed 500 feet in length or a single run of pipe connecting two successive structures, whichever is less. Backfill for structures and pipe compacted in one operation will be considered as one LOT within the cover zone. Backfill around structures compacted separately from the pipe will be considered as separate LOTs. Backfill on each side of the pipe for the first lift will be considered a separate LOT. Backfill on opposite sides of the pipe for the remaining lifts will be considered separate LOTs, unless the same compaction effort is applied. Same compaction effort is defined as the same type of equipment (make and model) making the same number of passes on both sides of the pipe. For multiple phases of backfill, a LOT shall not extend beyond the limits of the phase.

When placing backfill within a trench box, each lift of backfill is considered a LOT. Placement of backfill within a trench box limits will be considered a complete operation before trench box is moved for next backfill operation. When the trench box is moved for next backfill operation this will start new LOTs for each lift. Follow the density testing frequency in 125-9.3.1.

129-8.1.2 Equipment and Methods: Provide normal dewatering equipment including, but not limited to, surface pumps, sump pumps, wellpoints and header pipe and trenching/digging machinery. Provide normal dewatering methods including, but not limited to, constructing shallow surface drainage trenches/ditches, using sand blankets, perforated pipe drains, sumps, and siphons.

120-8.1.3 Backfill Materials: Backfill to the original ground surface or subgrade surface of openings made for structures, with a sufficient allowance for settlement. The Engineer may require that the material used for this backfill be obtained from a source entirely apart from the structure.

Do not allow heavy construction equipment to cross over culvert or storm sewer pipes until placing and compacting backfill material to the finished earthwork grade or to an elevation at least 4 feet above the crown of the pipe.

120-8.1.4 Use of A-7 Material: In the backfilling of trenches, A-7 material may be used from a point 12 inches above the top of the pipe up to the elevation shown in the Standard Plans as the elevation for undercutting of A-7 material.

120-8.1.5 Time of Placing Backfill: Do not place backfill against any masonry or concrete abutment, wingwall, or culvert until the Engineer has given permission to do so, and in no case until the masonry or concrete has been in place seven days or until the specified 28-day compressive strength occurs.

120-8.1.6 Placement and Compaction: Place the material in horizontal layers not exceeding 6 inches compacted thickness in depth above water level, behind abutments, wingwalls and end bents or end rest piers, under the haunches of the pipes, around box culverts, and all structures including pipe culverts. When the backfill material is deposited in water, compact as specified in 125-8.2.5 and 125-8.3.4.

120-8.1.6.1 Thick Lift Requirements: The Contractor may elect to place material in thicker lifts of no more than 12 inches compacted thickness above the Soil Envelope if the embankment material is classified as Group 1 in the table below. If the embankment material is classified as Group 2 in the table below and the Contractor chooses to place material in thicker lifts of no more than 12 inches compacted thickness above the soil envelope, then the Contractor must demonstrate with a successful test section that density can be achieved. Thick

lift around structures is only allowed above the soil envelope of the connecting pipe. Notify the Engineer in writing prior to beginning construction of a test section. Construct a test section of the length of one LOT. Perform five quality control tests at random locations within the test section. All five tests must meet the density required by 120-9.2. Identify the test section with the compaction effort and soil classification in the project's records. In case of a change in compaction effort or soil classification, construct a new test section. When a test fails the requirements of 120-9.2, construct a new test section. The Contractor may elect to place material in 6 inches compacted thickness at any time.

<table>
<tr><td colspan="5">Table 120-2</td></tr>
<tr><td rowspan="2">Group</td><td rowspan="2">AASHTO Soil Class</td><td colspan="2">Maximum Lift Thickness</td><td colspan="2">Thick Lift Control Test Section Requirements</td></tr>
<tr><td>Within Cover Zone</td><td>Above Soil Envelope</td><td>Within Cover Zone</td><td>Above Soil Envelope</td></tr>
<tr><td rowspan="2">1</td><td>A-3</td><td rowspan="2">6 inches</td><td rowspan="2">12 inches</td><td rowspan="2">N/A</td><td rowspan="2">Not Needed</td></tr>
<tr><td>A-2-4 (No. 200 Sieve ≤ 15%)</td></tr>
<tr><td rowspan="4">2</td><td>A-1</td><td colspan="2" rowspan="4">6 inches without control test section</td><td rowspan="4">N/A</td><td rowspan="4">Maximum of 12 inches per 120-7.2.1.2</td></tr>
<tr><td>A-2-4 (No. 200 Sieve > 15%)</td></tr>
<tr><td>A-2-5, A-2-6, A-2-7, A-4, A-5, A-6</td></tr>
<tr><td>A-7 (Liquid Limit < 50)</td></tr>
</table>

120-8.2 Additional Requirements for Structures Other than Pipe:

120-8.2.1 Density: Where the backfill material is deposited in water, obtain a 12 inch layer of comparatively dry material, thoroughly compacted by tamping, before the Engineer verifies layer and density requirements. Meet the requirements of the density Acceptance Criteria.

120-8.2.2 Box Culverts: For box culverts over which pavement is to be constructed, compact around the structure to an elevation not less than 12 inches above the top of the structure, using rapid-striking mechanical tampers.

120-8.2.3 Other Limited Areas: Compact in other limited areas using mechanical tampers or approved hand tampers, until the cover over the structure is at least 12 inches thick. When hand tampers are used, deposit the materials in layers not more than 4 inches thick using hand tampers suitable for this purpose with a face area of not more than 100 in^2. Take special precautions to prevent any wedging action against the masonry, and step or terrace the slope bounding the excavation for abutments and wingwalls if required by the Engineer.

120-8.2.4 Culverts and Piers: Backfill around culverts and piers on both sides simultaneously to approximately the same elevation.

120-8.2.5 Compaction Under Wet Conditions: Where wet conditions do not permit the use of mechanical tampers, compact using hand tampers. Use only A-3 material for the hand tamped portions of the backfill. When the backfill has reached an elevation and condition such as to make the use of the mechanical tampers practical, perform mechanical

tamping in such manner and to such extent as to transfer the compaction force into the sections previously tamped by hand.

120-8.3 Additional Requirements for Pipe Greater than 12 Inches Inside Diameter:

120-8.3.1 General: Trenches for pipe may have up to four zones that must be backfilled.

Lowest Zone: The lowest zone is backfilled for deep undercuts up to within 4 inches of the bottom of the pipe.

Bedding Zone: The zone above the Lowest Zone is the Bedding Zone. Usually, it will be the backfill which is the 4 inches of soil below the bottom of the pipe. When rock or other hard material has been removed to place the pipe, the Bedding Zone will be the 12 inches of soil below the bottom of the pipe.

Cover Zone: The next zone is the backfill that is placed after the pipe has been laid and will be called the Cover Zone. This zone extends to 12 inches above the top of the pipe. The Cover Zone and the Bedding Zone are considered the Soil Envelope for the pipe.

Top Zone: The Top Zone extends from 12 inches above the top of the pipe to the base or final grade.

120-8.3.2 Material:

120-8.3.2.1 Lowest Zone: Backfill areas undercut below the Bedding Zone of a pipe with coarse sand, or other suitable granular material, obtained from the grading operations on the project, or a commercial material if no suitable material is available.

120-8.3.2.2 Soil Envelope: In both the Bedding Zone and the Cover Zone of the pipe, backfill with materials classified as A-1, A-2, or A-3. Material classified as A-4 may be used if the pipe is concrete pipe.

120-8.3.2.3 Top Zone: Backfill the area of the trench above the soil envelope of the pipe with materials allowed on Standard Plans, Index 120-001.

120-8.3.3 Compaction:

120-8.3.3.1 Lowest Zone: Compact the soil in the Lowest Zone to approximately match the density of the soil in which the trench was cut.

120-8.3.3.2 Bedding Zone: If the trench was not undercut below the bottom of the pipe, loosen the soil in the bottom of the trench immediately below the approximate middle third of the outside diameter of the pipe.

If the trench was undercut, place the bedding material and leave it in a loose condition below the middle third of the outside diameter of the pipe. Compact the outer portions to meet the density requirements of the Acceptance Criteria. Place the material in lifts no greater than 6 inches (compacted thickness).

120-8.3.3.3 Cover Zone: Place the material in 6 inches layers (compacted thickness), evenly deposited on both sides of the pipe, and compact with mechanical tampers suitable for this purpose. Hand tamp material below the pipe haunch that cannot be reached by mechanical tampers. Meet the requirements of the density Acceptance Criteria.

120-8.3.3.4 Top Zone: Place the material in layers not to exceed 12 inches in compacted thickness. Meet the requirements of the density acceptance criteria.

120-8.3.4 Backfill Under Wet Conditions: Where wet conditions are such that dewatering by normal pumping methods would not be effective, the procedure outlined below may be used when specifically authorized by the Engineer in writing.

Granular material may be used below the elevation at which mechanical tampers would be effective, but only material classified as A-3. Place and compact the material

using timbers or hand tampers until the backfill reaches an elevation such that its moisture content will permit the use of mechanical tampers. When the backfill has reached such elevation, use normally acceptable backfill material. Compact the material using mechanical tampers in such manner and to such extent as to transfer the compacting force into the material previously tamped by hand.

The Engineer may permit the use of coarse aggregate below the elevation at which mechanical tampers would be effective. Use coarse aggregate from approved sources for Aggregate Size Number 89, 8, 78, 7, 68, 6, or 57. Place the coarse aggregate such that it will be stable and firm. Fully wrap the aggregate with an appropriate geosynthetic filter fabric, as specified by the Engineer. Do not place coarse aggregate within 4 feet of the ends of the trench or ditch. Use normally accepted backfill material at the ends.

120-9 Compaction Requirements.

120-9.1 Moisture Content: Compact the materials at a moisture content such that the specified density can be attained. If necessary, add water to the material, or lower the moisture content by manipulating the material or allowing it to dry, as is appropriate, to attain the specified density.

120-9.2 Compaction of Embankments:

120-9.2.1 Earthwork Category 1 and 2 Density Requirements: The Engineer will accept a minimum density of 95% of the maximum density as determined by FM 1-T099 for all earthwork items requiring densities.

120-9.2.2 Earthwork Category 3 Density Requirements: The Engineer will accept a minimum of 100% of the maximum density as determined by FM 1-T099 for all densities required under category 3. Except for embankments constructed by the hydraulic method as specified in 120-7.3, and for the material placed outside the standard minimum slope as specified in 120-7.2.4, and for other areas specifically excluded herein, compact each layer of the material used in the formation of embankments to the required density stated above. Uniformly compact each layer using equipment that will achieve the required density, and as compaction operations progress, shape and manipulate each layer as necessary to ensure uniform density throughout the embankment.

120-9.2.3 Compaction Over Unstable Foundations: Where the embankment material is deposited in water or on low swampy ground, and in a layer thicker than 12 inches (as provided in 120-7.2.2), compact the top 6 inches (compacted thickness) of such layer to the density as specified in 120-10.5.

120-9.2.4 Compaction Where Plastic Material Has Been Removed: Where unsuitable material is removed and the remaining surface is of soil classifications A-4, A-5, A-6, or A-7 per AASHTO M145, as determined by the Engineer, compact the surface of the excavated area by rolling with a sheepsfoot roller exerting a compression of at least 250 psi on the tamper feet, for the full width of the roadbed (subgrade and shoulders). Perform rolling before beginning any backfill and continue until the roller feet do not penetrate the surface more than 1 inch. Do not perform such rolling where the remaining surface is below the normal water table and covered with water. Vary the procedure and equipment required for this operation at the discretion of the Engineer.

120-9.2.5 Compaction for Pipes, Culverts, etc.: Compact the backfill of trenches to the densities specified for embankment or subgrade, as applicable, and in accordance with the requirements of this section.

Thoroughly compact embankments over and around pipes, culverts, and bridges in a manner which will not place undue stress on the structures, and in accordance with the requirements of this section.

120-9.2.6 Compaction of Grassed Shoulder Areas: For the upper 6-inch layer of all shoulders which are to be grassed, since no specific density is required, compact only to the extent needed for planting.

120-9.2.7 Compaction of Grassed Embankment Areas: For the outer layer of all embankments where plant growth will be established, do not compact. Leave this layer in a loose condition to a minimum depth of 6 inches for the subsequent seeding or planting operations.

120-9.3 Compaction of Subgrade: If the plans do not provide for stabilizing, compact the subgrade in both cuts and fills to the density specified in 120-10.5. For cut areas, determine Standard Proctor Maximum Density in accordance with FM 1-T099 at a frequency of one per mile or when there is a change in soil type, whichever occurs first. For undisturbed soils, do not apply density requirements where constructing paved shoulders is 5 feet or less in width.

Where trenches for widening strips are not of sufficient width to permit the use of standard compaction equipment, perform compaction using vibratory rollers, trench rollers, or other type compaction equipment approved by the Engineer.

Maintain the required density until the base or pavement is placed on the subgrade.

120-10 Acceptance Program.

120-10.1 Density over 105%: When a computed dry density results in a value greater than 105% of the applicable Proctor maximum dry density, the Engineer will perform a second density test within 5 feet. If the second density results in a value greater than 105%, investigate the compaction methods, examine the applicable Maximum Density and material description. If necessary, the Engineer will test an additional sample for acceptance in accordance with FM 1-T099.

120-10.2 Maximum Density Determination: The Engineer will determine the maximum density and optimum moisture content by sampling and testing the material in accordance with the specified test method listed in 120-10.3.

120-10.3 Density Testing Requirements: Compliance with the requirements of 120-10.5 will be determined in accordance FM 1-T 238. The in-place moisture content will be determined for each density in accordance with FM 5-507 (Determination of Moisture Content by Means of a Calcium Carbide Gas Pressure Moisture Tester), or ASTM D 4643 (Laboratory Determination of Moisture Content of Granular Soils by Use of a Microwave Oven).

120-10.4 Soil Classification and Organic Content: The Engineer will perform soil classification tests in accordance with AASHTO T88, T89, T90, and FM 1-T267. The Engineer will classify soils in accordance with AASHTO M-145 in order to determine compliance with embankment utilization requirements. The Engineer will verify the organic content test with the criteria specified in Standard Plans, Index 120-001.

120-10.5 Acceptance Criteria: The Engineer will accept a minimum density in accordance with 120-9.2 with the following exceptions:

1) embankment constructed by the hydraulic method as specified in 120-7.3;
2) material placed outside the standard minimum slope as specified in 120-7.2.4;
3) other areas specifically excluded herein.

120-10.6 Frequency: The Engineer will conduct sampling and testing at a minimum frequency listed in the table below.

Test Name	Frequency
Proctor Maximum Density	One per soil type
Density	1 per LOT (Alternate Lift)
Soil Classification and Organic Content	One per Maximum Density

120-11 Maintenance and Protection of Work.

While construction is in progress, always maintain adequate drainage for the roadbed. Maintain a shoulder at least 3 feet wide adjacent to all pavement or base construction to provide support for the edges.

Maintain and protect all earthwork construction throughout the life of the Contract and take all reasonable precautions to prevent loss of material from the roadway due to the action of wind or water. Repair any slides, washouts, settlement, subsidence, or other mishap which may occur prior to final acceptance of the work. Maintain all channels excavated as a part of the Contract work against natural shoaling or other encroachments to the lines and grades shown in the Plans, until final acceptance of the project.

120-12 Construction.

120-12.1 Construction Tolerances: Shape the surface of the earthwork to conform to the lines and grades shown in the Plans. In final shaping of the surface of earthwork, maintain a tolerance of 0.3 foot above or below the finished graded surface with the following exceptions:

1. Shape the surface of shoulders to within 0.1 foot of the finished graded surface.
2. Shape the earthwork to match adjacent pavement, curb, sidewalk, structures, etc.
3. Shape the bottom of ditches so that the ditch impounds no water.
4. When the work does not include construction of base or pavement, shape the entire roadbed (shoulder point to shoulder point) to within 0.1 foot above or below the Plan finished graded surface.

Ensure that the shoulder lines do not vary horizontally more than 0.3 foot from the true lines shown in the Plans.

120-12.2 Operations Adjacent to Pavement: Carefully dress areas adjacent to pavement areas to avoid damage to such pavement. Complete grassing of shoulder areas prior to placing the final wearing course. Do not manipulate any embankment material on a pavement surface.

When shoulder dressing is underway adjacent to a pavement lane being used to maintain traffic, exercise extreme care to avoid interference with the safe movement of traffic.

120-13 Method of Measurement.

120-13.1 Excavation: Excavation will be paid for by volume, in cubic yards, calculated by the method of average end areas, unless the Engineer determines that another method of calculation will provide a more accurate result. The material will be measured in its original position by field survey or by photogrammetric means as designated by the Engineer. Measurement for payment will include the excavation of unsuitable material, lateral ditch excavation, channel excavation, and excavation for structures and pipe. Payment will not be

made for excavation or embankment beyond the limits shown in the plans or authorized by the Engineer.

120-13.2 Embankment: Measurement will be made on a loose volume basis, as measured in trucks or other hauling equipment at the point of dumping on the road. Payment will not be made for embankment beyond the limits shown in the plans or authorized by the Engineer.

120-14 Basis of Payment.

120-14.1 General: Prices and payments for the work items included in this Section will be full compensation for all work described herein, including excavating, dredging, pumping, hauling, placing, and compacting; dressing the surface of the earthwork; and maintaining and protecting the complete earthwork.

120-14.2 Excavation: The total quantity of all excavation specified under this Section will be paid for at the Contract unit price for Excavation. No payment will be made for the excavation of any materials which are used for purposes other than those shown in the plans or designated by the Engineer. No payment will be made for materials excavated outside the lines and grades given by the Engineer, unless specifically authorized by the Engineer.

120-14.3 Embankment: The total quantity of embankment specified in this Section will be paid for at the Contract unit price for embankment. No payment will be made for materials which are used for purposes other than those shown in the plans or designated by the Engineer. No payment will be made for materials placed outside the lines and grades given by the Engineer.

334 ASPHALT CONCRETE FOR LAP (CLASS - D).
(REV 3-2-22) (FA 7-2-21) (FY 2023-24)

SECTION 334 is deleted and the following substituted:

SECTION 334
ASPHALT CONCRETE FOR LAP (OFF-SYSTEM)

334-1 Description.

334-1.1 General: Construct an Asphalt Concrete pavement based on the type of work specified in the Contract and the Asphalt Work Categories as defined below. Meet the applicable requirements for plants, equipment, and construction requirements as defined below. Use an asphalt concrete mix that meets the requirements of this specification.

334-1.2 Asphalt Work Mix Categories: Construction of Asphalt Concrete Pavement will fall into one of the following work categories:

334-1.2.1 Asphalt Work Category 1: Includes the construction of bike paths and miscellaneous asphalt.

334-1.2.2 Asphalt Work Category 2: Includes the construction of new turn lanes, paved shoulders and other non-mainline pavement locations.

334-1.2.3 Asphalt Work Category 3: Includes the construction of new mainline pavement lanes, milling and resurfacing.

334-1.3 Mix Types: Use the appropriate mix type as shown in Table 334-1.

Table 334-1
Mix Types

Asphalt Work Category	Mix Types	Traffic Level	ESALs (millions)
1	Type SP-9.5(1)	A	<0.3
2	Structural Mixes: Types SP-9.5 or SP-12.5(1) Friction Mixes: Types FC-9.5 or FC-12.5(1)	B	0.3 to <3
3	Structural Mixes: Types SP-9.5 or SP-12.5 Friction Mixes: Types FC-9.5 or FC-12.5	C	≥3

(1) Equivalent mixes may be approved as determined by the Engineer. For example, Marshall S-III mixture type is equivalent to Superpave SP-9.5, Marshall S-I is equivalent to Superpave SP-12.5, and Marshall FC-3 is equivalent to Superpave FC-9.5.

For a Traffic Level A mixture, meet the mix design criteria for a Traffic Level B mixture and for a Traffic Level D mixture meet the mix design criteria for a Traffic Level E mixture.

At no additional cost to the Department, for a Type SP mix the following Traffic Level substitutions are allowed:

Traffic Level E can be substituted for Traffic Level D.
Traffic Level D or E can be substituted for Traffic Level C.
Traffic Level C can be substituted for Traffic Level B.

Traffic Level B or C can be substituted for Traffic Level A.

334-1.4 Gradation Classification: Asphalt concrete mixtures are classified as fine and are defined in Standard Specification 334-3.2.2.

The equivalent AASHTO nominal maximum aggregate size Superpave mixes are as follows:

Type SP-9.5, FC-9.5 ..... 9.5 mm
Type SP-12.5, FC-12.5 ..... 12.5 mm

334-1.5 Thickness: The total pavement thickness of the asphalt concrete pavement layers will be the plan thickness as shown in the Contract Documents. Before paving, propose a thickness for each individual layer meeting the requirements of this specification, which when combined with other layers (as applicable) will equal the plan thickness. For construction purposes, the plan thickness and individual layer thickness will be converted to spread rate using the following equation:

$$\text{Spread rate (lbs/yd}^2\text{)} = t \times G_{mm} \times 43.3$$

where: t = Thickness (in.) (Plan thickness or individual layer thickness)
G_{mm} = Maximum specific gravity from the mix design

For target purposes only, spread rate calculations shall be rounded to the nearest whole number.

334-1.5.1 Layer Thicknesses: Unless otherwise called for in the Contract Documents, the allowable layer thicknesses for asphalt concrete mixtures are as follows:

Type SP-9.5, FC-9.5 ..... 1 to 1-1/2 inches
Type SP-12.5..... 1-1/2 to 3 inches
Type FC-12.5 ..... 1-1/2 to 2-1/2 inches

334-1.5.2 Additional Requirements: The following requirements also apply to asphalt Concrete mixtures:

1. When construction includes the paving of adjacent shoulders (less than or equal to 5 feet wide), the layer thickness for the upper pavement layer and shoulder shall be the same and paved in a single pass, unless otherwise called for in the Contract Documents.

2. For overbuild layers, use the minimum and maximum layer thicknesses as specified above unless called for differently in the Contract Documents. On variable thickness overbuild layers, the minimum and maximum allowable thicknesses will be as specified below, unless called for differently in the Contract Documents.

Type SP-9.5..... 3/8 to 2 inches
Type SP-12.5..... 1/2 to 3 inches
Type SP-19.0..... 1-1/2 to 4 inches

3. Variable thickness overbuild layers constructed using a Type SP-9.5 or SP-12.5 mixtures may be tapered to zero thickness provided the contract documents require a minimum of 1-1/2 inches of dense-graded mix placed over the variable thickness overbuild layer.

334-1.6 Weight of Mixture: The weight of the mixture shall be determined as provided in 320-3.2 of the Florida Department of Transportation (FDOT) specifications.

334-2 Materials.

334-2.1 Superpave Asphalt Binder: Unless specified elsewhere in the Contract Documents, use an asphalt binder grade as determined from Table 334-2. If the Contract calls for an alternative binder, meet the requirements of FDOT Specification 916.

334-2.2 Aggregate: Use aggregate capable of producing a quality pavement. Size, grade and combine the aggregate fractions to meet the grading and physical properties of the mix design. Aggregates from various sources may be combined.

For Type FC mixes, use an aggregate blend that consists of approved friction course aggregates that consists of crushed granite, crushed granitic gneiss, crushed limestone, crushed shell rock, or a combination of the above. As an exception, mixes that contain a minimum of 60% of approved friction course aggregates of crushed granite and/or crushed gneiss may either contain: up to 40% fine aggregate from other sources of aggregate not approved for friction courses or a combination of up to 20% RAP and the remaining fine aggregate from other sources of aggregate not approved for friction courses. Mixtures utilizing High Polymer (HP) binder are not allowed to contain RAP.

A list of aggregates approved for use in friction courses may be available on the FDOT's State Materials Office website. The URL for obtaining this information, if available, is: https://mac.fdot.gov/.

334-2.3 Reclaimed Asphalt Pavement (RAP) Material:

334-2.3.1 General requirements: RAP may be used as a component of the asphalt mixture subject to the following requirements:

1. Limit the amount of RAP material used in the mix to a maximum of 50% by weight of total aggregate.

2. Assume full responsibility for the design, production and construction of asphalt mixes which incorporate RAP as a component material.

3. Provide stockpiled RAP material that is reasonably consistent in characteristics and contains no aggregate particles which are soft or conglomerates of fines.

4. Provide RAP material having a minimum average asphalt content of 4.0% by weight of total mix. As an exception, when using fractionated RAP, the minimum average asphalt binder content for the coarse portion of the RAP shall be 2.5% by weight of the coarse portion of the RAP. The coarse portion of the RAP shall be the portion of the RAP retained on the No. 4 sieve. The Engineer may sample the stockpile to verify that this requirement is met.

4. When using RAP as a component material, prevent any oversized RAP from being incorporated into the completed mixture by the use of a grizzly or grid over the RAP bin; in-line roller or impact crusher; screen; or other suitable means. If oversized RAP material appears in the completed recycled mix, take the appropriate corrective action immediately. If the appropriate corrective actions are not immediately taken, stop plant operations.

334-2.3.2 Material Characterization: Assume responsibility for establishing the asphalt binder content, gradation, viscosity and bulk specific gravity (G_{sb}) of the RAP material based on a representative sampling of the material.

334-2.3.3 Asphalt Binder for Mixes with RAP: Select the appropriate asphalt binder grade based on Table 334-2

Table 334-2 Asphalt Binder Grade for Mixes Containing RAP	
Percent RAP	Asphalt Binder Grade
0 - 15	PG 67-22
16 - 30	PG 58-22
≥ 30	PG 52-28

334-3 Composition of Mixture.

334-3.1 General: Compose the asphalt mixture using a combination of aggregate (coarse, fine or mixtures thereof), mineral filler, if required, and asphalt binder material. Size, grade and combine the aggregate fractions to meet the grading and physical properties of the mix design. Aggregates from various sources may be combined.

334-3.2 Mix Design:

334-3.2.1 General: Design the asphalt mixture in accordance with AASHTO R 35, except as noted herein. Submit the proposed mix design with supporting test data indicating compliance with all mix design criteria to the Engineer. Prior to the production of any asphalt mixture, obtain the Engineer's conditional approval of the mix design. If required by the Engineer, send representative samples of all component materials, including asphalt binder to a laboratory designated by the Engineer for verification. As an exception to these requirements, use a currently approved FDOT Mix Design.

The Engineer will consider any marked variations from original test data for a mix design or any evidence of inadequate field performance of a mix design as sufficient evidence that the properties of the mix design have changed, and at his/her discretion, the Engineer may no longer allow the use of the mix design.

334-3.2.2 Mixture Gradation Requirements: Combine the coarse and fine aggregate in proportions that will produce an asphalt mixture meeting all of the requirements defined in this specification and conform to the gradation requirements at design as defined in AASHTO M 323. Aggregates from various sources may be combined.

334-3.2.2.1 Mixture Gradation Classification: Plot the combined mixture gradation on an FHWA 0.45 Power Gradation Chart. Include the Control Points from AASHTO M, as well as the Primary Control Sieve (PCS) Control Point from AASHTO M. Fine mixes are defined as having a gradation that passes above the primary control sieve control point and above the maximum density line for all sieve sizes smaller than the primary control sieve and larger than the No. 30 sieve. Use only fine mixes.

334-3.2.3 Gyratory Compaction: Compact the design mixture in accordance with AASHTO T 312, with the following exception: use the number of gyrations at N_{design} as defined in Standard Specification Table 334-4. Measure the inside diameter of gyratory molds in accordance with AASHTO T 312.

334-3.2.4 Design Criteria: Meet the requirements for nominal maximum aggregate size as defined in AASHTO M, as well as for relative density, VMA, VFA, and dust-to-binder ratio as specified in AASHTO M 323. $N_{initial}$ and $N_{maximum}$ requirements are not applicable.

334-3.2.5 Moisture Susceptibility:

1. For all traffic levels, use a liquid anti-strip agent listed on the APL at the specified dosage rate. Hydrated lime may be used instead of the liquid anti-strip agent.

2. Provide a mixture having a retained tensile strength ratio of at least 0.80 and a minimum tensile strength (unconditioned) of 100 psi in accordance with FM 1-T 283.

334-3.2.6 Additional Information: In addition to the requirements listed above, provide the following information on each mix design:

1. The design traffic level and the design number of gyrations (N_{design}).

2. The source and description of the materials to be used.

3. The Department source number and the FDOT product code of the aggregate components furnished from an FDOT approved source (if required).

4. The gradation and proportions of the raw materials as intended to be combined in the paving mixture. The gradation of the component materials shall be representative of the material at the time of use. Compensate for any change in aggregate gradation caused by handling and processing as necessary.

5. A single percentage of the combined mineral aggregate passing each specified sieve. Degradation of the aggregate due to processing (particularly material passing the No. 200 sieve) should be accounted for and identified.

6. The bulk specific gravity (G_{sb}) value for each individual aggregate and RAP component, as identified in the Department's aggregate control program.

7. A single percentage of asphalt binder by weight of total mix intended to be incorporated in the completed mixture, shown to the nearest 0.1%.

8. A target temperature for the mixture at the plant (mixing temperature) and a target temperature for the mixture at the roadway (compaction temperature). Do not exceed a target temperature of 340°F for High Polymer asphalt binders, 330°F for PG 76-22 asphalt binders, and 315°F for unmodified asphalt binders.

9. Provide the physical properties at the optimum asphalt content, which must conform to all specified requirements.

10. The name of the Construction Training Qualification Program (CTQP) mix designer.

11. The ignition oven and maximum specific gravity (Gmm) calibration factors.

12. The warm mix technology, if used.

334-4 Producer Process Control (PC).

Assume full responsibility for controlling all operations and processes such that the requirements of these Specifications are met at all times. Perform any tests necessary at the plant and roadway for process control purposes.

334-5 General Construction Requirements.

334-5.1 Weather Limitations: Do not transport asphalt mix from the plant to the roadway unless all weather conditions are suitable for the laying operations.

334-5.2 Limitations of Paving Operations:

334-5.2.1 General: Place the mixture only when the surface upon which it is to be placed has been previously prepared, is intact, firm, dry, clean, and the tack or prime coat, with acceptable spread rate, is properly broken or cured. Do not place friction course until the adjacent shoulder area has been dressed and grassed.

334-5.2.2 Ambient Air Temperature: Place the mixture only when the air temperature in the shade and away from artificial heat meets the requirements of Table 334-3.

The minimum ambient temperature requirement may be reduced by 5ºF when using warm mix technology, if mutually agreed to by both the Engineer and the Contractor.

Table 334-3 Ambient Air Temperature Requirements for Paving	
Layer Thickness or Asphalt Binder Type	Minimum Temperature (°F)
≤ 1 inch	50
Any mixture > 1 inch containing a PG asphalt binder with a high temperature designation ≥ 76°C	45
Any mixture > 1 inch containing a PG asphalt binder with a high temperature designation < 76°C	40
FC-5[(1)]	65
[(1)] As an exception, place the mixture at temperatures no lower than 60ºF, only when approved by the Engineer based on the Contractor's demonstrated ability to achieve a satisfactory surface texture and appearance of the finished surface. For mixtures containing PG 76-22 binder, the minimum ambient temperature may be further reduced to 55ºF when using warm mix technology, if agreed to by both the Engineer and the Contractor.	

334-5.3 Mix Temperature: Heat and combine the ingredients of the mix in such a manner as to produce a mixture with a temperature at the plant and at the roadway, within a range of plus or minus 30ºF from the target temperature as shown on the mix design. Reject all loads outside of this range. Reject any load or portion of a load of asphalt mix at the plant or at the roadway with a temperature outside of its respective master range shown in Table334-4. Notify the Engineer of the rejection immediately.

Table 334-4 Mix Temperature Master Range Tolerance	
Location	Acceptable Temperature Tolerance
Plant	Mixing Temperature ±30 F
Roadway (mix in truck)	Compaction Temperature ±30°F

334-5.4 Transportation of the Mixture: Transport the mixture in trucks of tight construction, which prevents the loss of material and the excessive loss of heat and previously cleaned of all foreign material. After cleaning, thinly coat the inside surface of the truck bodies with soapy water or an asphalt release agent as needed to prevent the mixture from adhering to the beds. Do not allow excess liquid to pond in the truck body. Do not use a release agent that will contaminate, degrade, or alter the characteristics of the asphalt mix or is hazardous or detrimental to the environment. Petroleum derivatives (such as diesel fuel), solvents, and any product that dissolves asphalt are prohibited. Provide each truck with a tarpaulin or other waterproof cover mounted in such a manner that it can cover the entire load when required. When in place, overlap the waterproof cover on all sides so that it can be tied down. Cover each load during cool and cloudy weather and at any time it appears rain is likely during transit with a tarpaulin or waterproof cover. Cover and tie down all loads of friction course mixtures.

334-5.5 Surface Preparation:

334-5.5.1 Cleaning: Before placing the mixture, clean the surface of the base or underlying pavement of all loose and deleterious material by the use of power brooms or blowers, supplemented by hand brooming where necessary.

334-5.5.2 Patching and Leveling Courses: As shown in the plans, bring the existing surface to proper grade and cross-section by the application of patching or leveling courses.

334-5.5.3 Application over Surface Treatment: Where an asphalt mix is to be placed over a surface treatment, sweep and dispose of all loose material from the paving area.

334-5.5.4 Tack Coat: Use a rate of application as defined in Table 334-5. Control application rate within plus or minus 0.01 gallon per square yard of the target application rate. The target application rate may be adjusted by the Engineer to meet specific field conditions. Determine the rate of application as needed to control the operation. When using PG 52-28, multiply the target rate of application by 0.6.

Table 300-2
Tack Coat Application Rates

Asphalt Mixture Type	Underlying Pavement Surface	Target Tack Rate (gal/yd^2)[1]
Base Course, Structural Course, Dense-Graded Friction Course, Open-Graded Friction Course	Newly Constructed Asphalt Layers	0.06
	Milled Asphalt Pavement Surface, Oxidized and Cracked Asphalt Pavement, Concrete Pavement	0.09

Note 1: Target tack application rates greater than those specified may be used upon approval of the Engineer.

When using a meter to control the tack or prime application rate, manually measure the volume in the tank at the beginning and end of the application area for a specific target application rate. Perform this operation at a minimum frequency of once per production shift. Resolve any differences between the manually measured method and the meter to ensure the target application rate is met in accordance with this Section. Adjust the application rate if the manually measured application rate is greater than plus or minus 0.01 gallons per square yard when compared to the target application rate.

334-5.5.5 Curing and Time of Application: Apply tack coat sufficiently in advance of placing bituminous mix to permit drying, but do not apply tack coat so far in advance that it might lose its adhesiveness as a result of being covered with dust or other foreign material.

334-5.5.6 Protection: Keep the tack coat surface free from traffic until the subsequent layer of bituminous hot mix has been laid.

334-6 Placing Mixture:

334-6.1 Alignment of Edges: Place all asphalt mixtures by the stringline method to obtain an accurate, uniform alignment of the pavement edge. As an exception, pavement edges adjacent to curb and gutter or other true edges do not require a stringline. Control the unsupported pavement edge to ensure that it will not deviate from the stringline more than plus or minus 1.5 inches.

334-6.2 Rain and Surface Conditions: Immediately cease transportation of asphalt mixtures from the plant when rain begins at the roadway. Do not place asphalt mixtures while

rain is falling, or when there is water on the surface to be covered. Once the rain has stopped, standing water has been removed from the tacked surface to the satisfaction of the Engineer, and the temperature of the mixture caught in transit still meets the requirements as specified in 334-5.3, the Contractor may then place the mixture caught in transit.

334-6.3 Checking Depth of Layer: Check the depth of each layer at frequent intervals to ensure a uniform spread rate that will meet the requirements of the Contract.

334-6.4 Hand Work: In limited areas where the use of the paver is impossible or impracticable, the Contractor may place the mixture by hand.

334-6.5 Spreading and Finishing: Upon arrival, dump the mixture in the approved paver, and immediately spread and strike-off the mixture to the full width required, and to such loose depth for each course that, when the work is completed, the required weight of mixture per square yard, or the specified thickness, is secured. Carry a uniform amount of mixture ahead of the screed at all times.

334-6.6 Thickness Control: Ensure the spread rate is within 5% of the target spread rate, as indicated in the Contract. When determining the spread rate, use, at a minimum, an average of five truckloads of mix and at a maximum, an average of 10 truckloads of mix. When the average spread rate is beyond plus or minus 5% of the target spread rate, monitor the thickness of the pavement layer closely and adjust the construction operations.

When the average spread rate for two consecutive days is beyond plus or minus 5% of the target spread, stop the construction operation at any time until the issue is resolved.

The Engineer will allow a maximum deficiency from the specified spread rate for the total thickness as follows:

1. For pavement of a specified thickness of 2-1/2 inches or more: 50 pounds per square yard.
2. For pavement of a specified thickness of less than 2-1/2 inches: 25 pounds per square yard.

Address the unacceptable pavement in accordance with 334-5.10.4, unless an alternative approach is agreed upon by the Engineer.

334-6.7 Leveling Courses:

334-6.7.1 Patching Depressions: Before spreading any leveling course, fill all depressions in the existing surface as shown in the plans.

334-6.7.2 Spreading Leveling Courses: Place all courses of leveling with an asphalt paver or by the use of two motor graders, one being equipped with a spreader box. Other types of leveling devices may be used upon approval by the Engineer.

334-6.7.3 Rate of Application: When using Type SP-9.5 (fine graded) for leveling, do not allow the average spread of a layer to be less than 50 pounds per square yard or more than 75 pounds per square yard. The quantity of mix for leveling shown in the plans represents the average for the entire project; however, the Contractor may vary the rate of application throughout the project as directed by the Engineer. When leveling in connection with base widening, the Engineer may require placing all the leveling mix prior to the widening operation.

334-6.8 Compaction: For each paving or leveling train in operation, furnish a separate set of rollers, with their operators.

When density testing for acceptance is required, select equipment, sequence, and coverages of rolling to meet the specified density requirement. Regardless of the rolling

procedure used, complete the final rolling before the surface temperature of the pavement drops to the extent that effective compaction may not be achieved or the rollers begin to damage the pavement.

No vibratory compaction in the vertical direction will be allowed for layers one inch or less in thickness or, if the Engineer or Contract Documents limit compaction to the static mode only. Compact these layers in the static mode only. Other non-vertical vibratory modes of compaction will be allowed, if approved by the Engineer; however, no additional compensation, cost or time, will be made.

When density testing for acceptance is not required, use a rolling pattern approved by the Engineer.

Use hand tamps or other satisfactory means to compact areas which are inaccessible to a roller, such as areas adjacent to curbs, headers, gutters, bridges, manholes, etc.

334-6.9 Joints.

334-6.9.1 Transverse Joints: Construct smooth transverse joints, which are within 3/16 inch of a true longitudinal profile when measured with a 15 foot manual straightedge. The Engineer may waive straightedge requirements for transverse joints at the beginning and end of the project, at the beginning and end of bridge structures, at manholes, and at utility structures if the deficiencies are caused by factors beyond the control of the Contractor such as no milling requirement, as determined by the Engineer. When smoothness requirements are waived, construct a reasonably smooth transitional joint.

334-6.9.2 Longitudinal Joints:. Place each layer of pavement so all longitudinal construction joints are offset 6 to 12 inches laterally between successive layers. Plan offsets in advance so the longitudinal joints of the friction course are not in wheel path areas. The longitudinal joints for friction course layers should be within 6 inches of the lane edge or at the center of the lane. The Engineer may waive these requirements where offsetting is not feasible due to the sequence of construction.

334-6.10 Surface Requirements: Construct a smooth pavement with good surface texture and the proper cross-slope.

334-6.10.1 Texture of the Finished Surface of Paving Layers: Produce a finished surface of uniform texture and compaction with no pulled, torn, raveled, crushed or loosened portions and free of segregation, bleeding, flushing, sand streaks, sand spots, or ripples. Correct any area of the surface that does not meet the foregoing requirements in accordance with 334-6.10.4.

334-6.10.2 Cross Slope: Construct a pavement surface with cross slopes in compliance with the requirements of the Contract Documents. Furnish a four-foot-long electronic level accurate to 0.1 degree, approved by the Engineer for the control of cross slope. Make this electronic level available at the jobsite at all times during paving operations.

334-6.10.3 Pavement Smoothness: Construct a smooth pavement meeting the requirements of this Specification. Furnish a 15 foot manual and a 15 foot rolling straightedge meeting the requirements of FM 5-509. Obtain a smooth surface on all pavement courses placed, and then straightedge all layers as required by this Specification.

334-6.10.3.1 Straightedge Testing:

334-6.10.3.1.1 Acceptance Testing: Using a rolling straightedge, test the final (top) layer of the pavement. Test all pavement lanes where the width is constant using a rolling straightedge and document all deficiencies on a form approved by the Engineer.

Notify the Engineer of the location and time of all straightedge testing a minimum of 48 hours before beginning testing.

334-6.10.3.1.2 Final (Top) Pavement Layer: At the completion of all paving operations, straightedge the final (top) layer either behind the final roller of the paving train or as a separate operation. Address all deficiencies in excess of 3/16 inch in accordance with 334-5.10.4, unless waived by the Engineer. Retest all corrected areas.

334-6.10.3.1.3 Straightedge Exceptions: Straightedge testing will not be required in the following areas: shoulders, intersections, tapers, crossovers, sidewalks, bicycle/shared use paths, parking lots and similar areas, or in the following areas when they are less than 250 feet in length: turn lanes, acceleration/deceleration lanes and side streets. The limits of the intersection will be from stop bar to stop bar for both the mainline and side streets.

As an exception, in the event the Engineer identifies an objectional surface irregularity in the above areas, straightedge and address all deficiencies in excess of 3/8 inch in accordance with 334-5.10.4.

334-6.10.4 Correcting Unacceptable Pavement: Correct deficiencies in the pavement layer by removing and replacing the full depth of the layer, extending a minimum of 50 feet on both sides (where possible) of the defective area for the full width of the paving lane, at no additional cost.

334-7 Acceptance of the Mixture.

334-7.1 General: The asphalt mixture will be accepted based on the Asphalt Work Category as defined below:

1. Asphalt Work Category 1 – Certification by the Contractor as defined in 334-7.2.
2. Asphalt Work Category 2 – Certification and process control testing by the Contractor as defined in 334-7.3
3. Asphalt Work Category 3 – Process control testing by the Contractor and acceptance testing by the Engineer as defined in 334-7.4.

334-7.2 Certification by the Contractor: On Asphalt Work Category 1 construction, the Engineer will accept the mix on the basis of visual inspection. Submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications. The Engineer may run independent tests to determine the acceptability of the material.

334-7.3 Certification and Process Control Testing by the Contractor: On Asphalt Work Category 2 construction, submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications, along with supporting test data documenting all process control testing as described in 334-6.3.1. If required by the Contract, utilize an Independent Laboratory as approved by the Engineer for the process control testing. The mix will also require visual acceptance by the Engineer. In addition, the Engineer may run independent tests to determine the acceptability of the material. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer such as but not limited to acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the agency, or performing an Engineering analysis to determine the final disposition of the material.

334-7.3.1 Process Control Sampling and Testing Requirements: Perform process control testing at a frequency of once per day. Obtain the samples in accordance with FDOT Method FM 1-T 168. Test the mixture at the plant for gradation (P_{-8} and P_{-200}) and asphalt binder content (P_b). Measure the roadway density with 6 inch diameter roadway cores at a minimum frequency of once per 1,500 feet of pavement with a minimum of three cores per day.

Determine the asphalt binder content of the mixture in accordance with FM 5-563. Determine the gradation of the recovered aggregate in accordance with FM 1-T 030. Determine the roadway density in accordance with FM 1-T 166. The minimum roadway density will be based on the percent of the maximum specific gravity (Gmm) from the approved mix design. If the Contractor or Engineer suspects that the mix design Gmm is no longer representative of the asphalt mixture being produced, then a new Gmm value will be determined from plant-produced mix with the approval of the Engineer. Roadway density testing will not be required in certain situations as described in 334-7.4.1. Assure that the asphalt binder content, gradation and density test results meet the criteria in Table 334-6.

Table 334-6
Process Control and Acceptance Values

Characteristic	Tolerance
Asphalt Binder Content (percent)	Target ± 0.55
Passing No. 8 Sieve (percent)	Target ± 6.00
Passing No. 200 Sieve (percent)	Target ± 1.50
Roadway Density (daily average)	Minimum 91.5% of Gmm
Roadway Density (any single core)	Minimum 88.0 % of Gmm

334-7.4 Process Control Testing by the Contractor and Acceptance Testing by the Engineer: On Asphalt Work Category 3, perform process control testing as described in 334-6.3.1. In addition, the Engineer will accept the mixture at the plant with respect to gradation (P_{-8} and P_{-200}) and asphalt binder content (P_b). The mixture will be accepted on the roadway with respect to density. The Engineer will sample and test the material as described in 334-7.3.1. The Engineer will randomly obtain at least one set of samples per day. Assure that the asphalt content, gradation and density test results meet the criteria in Table 334-6. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer such as but not limited to acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the agency, or performing an Engineering analysis to determine the final disposition of the material.

334-7.4.1 Acceptance Testing Exceptions: When the total quantity of any mix type in the project is less than 500 tons, the Engineer will accept the mix on the basis of visual inspection. The Engineer may run independent tests to determine the acceptability of the material.

Density testing for acceptance will not be performed on widening strips or shoulders with a width of 5 feet or less, open-graded friction courses, variable thickness overbuild courses, leveling courses, any asphalt layer placed on subgrade (regardless of type), miscellaneous asphalt pavement, bike/shared use paths, crossovers, gore areas, or any course with a specified thickness less than 1 inch or a specified spread rate less than 100 lb per square yard. Density testing for acceptance will not be performed on asphalt courses placed on bridge decks or approach slabs; compact these courses in static mode only. In addition, density testing

for acceptance will not be performed on the following areas when they are less than 500 feet (continuous) in length: turning lanes, acceleration lanes, deceleration lanes, shoulders, parallel parking lanes, or ramps. Do not perform density testing for acceptance in situations where the area requiring density testing is less than 50 tons. Density testing for acceptance will not be performed in intersections. The limits of the intersection will be from stop bar to stop bar for both the mainline and side streets. A random core location that occurs within the intersection shall be moved forward or backward from the intersection at the direction of the Engineer. Compact these courses in accordance with a standard rolling procedure approved by the Engineer. In the event that the rolling procedure deviates from the approved procedure, placement of the mix will be stopped.

334-8 Method of Measurement.

For the work specified under this Section, the quantity to be paid for will be the weight of the mixture, in tons.

The bid price for the asphalt mix will include the cost of the liquid asphalt and the tack coat application as specified in 334-5.5.4. There will be no separate payment or unit price adjustment for the asphalt binder material in the asphalt mix.

334-9 Basis of Payment.

334-.1 General: Price and payment will be full compensation for all the work specified under this Section.

344 CONCRETE FOR LOCAL AGENCY PROGRAM (LAP) (CLASS - D). (REV 6-9-2021) (FA 7-2-21) (FY 2023-24)

SECTION 344 is deleted and the following substituted:

SECTION 344
CONCRETE FOR LAP (OFF-SYSTEM)

344-1 Description.

344-1 General: Construct concrete structures and other concrete members, based on the type of work as described in the Contract Documents and the concrete work categories as defined below.

344-1.2 Work Categories: Construction will fall into one of the following concrete work categories:

344-1.2.1 Concrete Work Category 1: Includes the construction of cast-in-place nonstructural concrete; including sidewalks, curb and gutter, ditch and slope pavement, or other non-reinforced cast-in- place elements.

344-1.2.2 Concrete Work Category 2: Includes the construction of precast and prestressed concrete products.

344-1.2.2.1 Precast Concrete Drainage Structures: Includes but are not limited to reinforced and non-reinforced concrete pipes, french drains, underdrains, inlets, manholes, junction boxes, endwalls, pipe culverts, storm sewers, and box culverts.

344-1.2.2.1 Incidental Precast/Prestressed Concrete Structures: Includes the fabrication, storage, transportation, and erection of prestressed concrete poles, concrete bases for light poles, highway sign foundations, retaining wall systems, traffic separators, sound barriers or other structural precast elements.

344-1.2.3 Concrete Work Category 3: Includes the work associated with the placement and/or construction of structural cast-in-place concrete meeting the requirements of this section.

344-2 Materials.

344-2.1 General: Use concrete composed of a mixture of portland cement, aggregates, and water, with or without chemical or mineral admixtures and supplementary cementitious materials that meet the following requirements:

344-2.1.1 Portland Cement: Portland cements meeting the requirements of AASHTO M 85 or ASTM C150 is required. Different brands of cement, cement of the same brand from different facilities or different types of cement shall be stored separately and shall not be mixed.

344-2.1.2 Coarse and Fine Aggregates: Aggregates shall meet ASTM C33.

344-2.1.3 Water: Water shall meet the requirements of ASTM C 1602.

344-2.1.4 Chemical Admixtures: Use chemical admixtures shall be listed on the FDOT Approved Products List (APL). Admixtures may be added at the dosage rates recommended by the manufacturer.

344-2.1.5 Types of Cement: Unless a specific type of cement is designated in the Contract Documents, use Type I, Type IL, Type IP, Type IS, Type II, Type II (MH) or Type III cement in all classes of concrete. Use Type IL or Type II (MH) for all mass concrete elements.

344-2.1.6 Supplementary Cementitious Materials: Supplementary Cementitious Materials shall meet the requirements of ASTM C618 and ASTM C 989, respectively. Fly ash shall not include the residue resulting from the burning of municipal garbage or any other refuse with coal, or the burning of industrial or municipal garbage in incinerators.

344-3 Production, Mixing and Delivery of Concrete.

344-3.1 Concrete Production Requirements:

344-3.1.1 Category 1: Use a concrete production facility that is certified by the National Ready Mixed Concrete Association (NRMCA) or listed on the FDOT list of non-structural concrete producers. Concrete production facilities listed on the FDOT Producers with Accepted QC Programs list for structural concrete may also be used for Category 1.

344-3.1.2 Category 2: Obtain precast concrete products from plants that are currently on the FDOT's Production Facility Listing for the types of products that they are producing.

344-3.1.3 Category 3: Obtain structural concrete from a plant that is currently on the FDOT's Production Facility Listing for structural concrete.

344-3.2 Classes of Concrete: Meet the requirements of Table 344-1.

Table 344-1 Master Proportion Table [7]				
Class of Concrete	28-day Specified Minimum Compressive Strength (f_c') (psi)	Maximum Water to Cementitious Materials Ratio (pounds per pounds)	Minimum Total Cementitious Materials Content (lb/yd^3)	Target Slump Value (inches) [3]
Category 1				
Class NS	2,500	N/A	N/A	N/A
Category 3				
I [1]	3,000	0.53	470	3 [2]
I (Pavement)	3,000	0.50	470	1.5 or 3 [5]
II [1]	3,400	0.53	470	3 [2]
II (Bridge Deck)	4,500	0.44	600 [8]	3 [2]
III [4]	5,000	0.44	600 [8]	3 [2]
III (Seal)	3,000	0.53	600 [8]	8
IV	5,500	0.41[6]	600 [8]	3 [2]
IV (Drilled Shaft)	4,000	0.41	600 [8]	8.5
V (Special)	6,000	0.37 [6]	600 [8]	3 [2]
V	6,500	0.37 [6]	600 [8]	3 [2
VI	8,500	0.37 [6]	600 [8]	3 [2]
VII	10,000	0.37 [6]	600 [8]	3 [2]

Notes:

(1) For precast three-sided culverts, box culverts, endwalls, inlets, manholes and junction boxes, the target slump value and air content will not apply. The maximum allowable slump is 6 inches, except as noted in (2). The Contractor is permitted to use concrete meeting the requirements of ASTM C478 (4,000 psi) in lieu of the specified Class I or Class II concrete for precast endwalls, inlets, manholes and junction boxes.

(2) The Engineer may allow a maximum target slump of 7 inches when a Type F, G, I or II admixture is used. When flowing concrete is used, meet the requirements of Section 8.6 of the FDOT Materials Manual.

(3) For a reduction in the target slump for slip-form operations, submit a revision to the mix design to the Engineer. The target slump for slip-form mix is 1.50 inches.

(4) When precast three-sided culverts, box culverts, endwalls, inlets, manholes or junction boxes require a Class III concrete, the minimum cementitious materials content is 470 pounds per cubic yard. Do not apply the air content range and the maximum target slump shall be 6 inches, except as allowed in (2).

(5) Meet the requirements of Section 350 of FDOT Specifications.

(6) When silica fume or metakaolin is required, the maximum water to cementitious material ratio will be 0.35. When ultrafine fly ash is used, the maximum water to cementitious material ratio will be 0.30.

(7) Tolerance for slump is ± 1.5 inches and Air Content range is 0.0% to 6.0%.

(8) The minimum total amount of cementitious materials content of 600 pounds per cubic yard is required for extremely aggressive environment. For moderately and slightly aggressive environments, the required amounts are 550 lb/yd^3 and 510 lb/yd^3, respectively.

344-3.3 Contractors Quality Control: For Categories 1 and 2, assume full responsibility for controlling all operations and processes such that the requirements of these Specifications are always met.

For Category 3, furnish a Quality Control (QC) plan to identify to the Engineer how quality will be ensured at the project site. During random inspections, the Engineer will use this document to verify that the construction of the project agrees with the QC plan.

344-3.4 Concrete Mix Design: Before producing any Category 1 or Category 2 concrete, submit the proposed mix designs to the Engineer. For Category 3, submit to the Engineer for approval, FDOT approved mix designs. Do not use concrete mix designs without prior approval of the Engineer.

Materials may be adjusted provided that the theoretical yield requirement of the approved mix design is met. Show all required original approved design mix data and batch adjustments on an Engineer approved concrete delivery ticket.

344-3.5 Delivery: For Category 3, the maximum allowable transit time of concrete is 90 minutes. For critical placements, with the Engineer's approval, the transit time may be extended to the allowable mixing time shown in the mix design.

Furnish a delivery ticket on a form approved by the Engineer with each batch of concrete before unloading at the placement site. Record material quantities incorporated into the mix on the delivery ticket. Ensure that the Batcher responsible for producing the concrete signs the delivery ticket certifying that the batch was produced and delivered in accordance with these requirements. Sign the delivery ticket certifying that the concrete was placed in accordance with these requirements.

344-3.6 Placing Concrete:

344-3.6.1 Concreting in Cold Weather: Do not mix or place concrete when the air temperature at placement is below 40°F.

During the curing period, if the National Oceanic and Atmospheric Administration (NOAA) predicts the ambient temperature to fall below 35°F for 12 hours or more or to fall below 30°F for more than 4 hours, enclose the structure in such a way that the air temperature within the enclosure can be kept above 50°F for a period of 3 days after placing the concrete or until the concrete reaches a minimum compressive strength of 1,500 psi.

Assume all risks connected with the placing and curing of concrete. Although the Engineer may give permission to place concrete, the Contractor is responsible for satisfactory results. If the placed concrete is determined to be unsatisfactory, remove, dispose of, and replace the concrete at no expense to the Agency.

344-3.6.2 Concreting in Hot Weather: For Category 3, hot weather concreting is defined as the production, placing and curing of concrete when the concrete temperature at placing exceeds 86ºF but is less than 100ºF.

Spray reinforcing bars and metal forms with cool fresh water just prior to placing the concrete in a method approved by the Engineer.

Assume all risks associated with the placing and curing of concrete. Although the Engineer may give permission to place concrete, the Contractor is responsible for satisfactory results. If the placed concrete is determined to be unsatisfactory, remove, dispose of, and replace the concrete at no expense to the Agency.

Unless the specified hot weather concreting measures are in effect, reject concrete exceeding 85ºF at the time of placement. Regardless of special measures taken, reject concrete exceeding 100ºF. Predict the concrete temperatures at placement time and implement hot weather measures to avoid production shutdown.

344-3.7 Mixers: For Category 3 concrete, do not place concrete from a truck mixer that does not have a current FDOT mixer identification card.

344-3.8 Small Quantities of Concrete: With approval of the Engineer, small quantities of concrete, less than 3 cubic yards placed in one day and less than 0.5 cubic yards placed in a single placement may be accepted using a pre-bagged mixture. The Engineer may verify that the pre-bagged mixture is prepared in accordance with the manufacturer's recommendations and will meet the requirements of this Specification.

344-3.9 Sampling and Testing:

344-3.9.1 Category 1: The Engineer may sample and test the concrete to verify its quality. The minimum 28 day compressive strength requirement for this concrete is 2,500 psi.

344-3.9.2: Category 2: No sampling and testing is required by the Engineer for category 2.

344-3.9.3 Category 3: The Engineer will randomly select a sample from each LOT to determine its plastic properties and to make three 4 x 8 inch cylinders for testing by the Engineer at 28 days to ensure that the design compressive strength has been met for the class of concrete as specified in Table 344-1. A LOT is defined as the concrete placement of 200 cubic yards or one day's production, whichever is less.

344-3.10 Records: Ensure the following records are available for review for at least 3 years after final acceptance of the project:

1. Accepted concrete Plant QC Plan.
2. Approved concrete mix designs.
3. Materials source (delivery tickets, certifications, certified mill test reports).

4. A copy of the scale company or testing agency report showing the signature of the scale company representative, date of inspection, observed deviations from quantities checked during calibration of the scales and meters.

5. A copy of the documentation certifying the admixture weighing/measuring devices.

6. Aggregate moisture control records including date and time of test.

7. Manufacturer's mixer information.

8. Certification documents for admixture weighing and measuring dispensers.

9. A daily record of all concrete batched for delivery to the projects, including respective mix design numbers and quantities of batched concrete.

344-4 Acceptance of the Work.

344-4.1 Category 1 Work: Category 1 work will be accepted based on certification by the batcher and contractor on the delivery ticket.

344-4.2 Category 2 Work: Certify that the precast elements were produced by production facilities that are currently on the FDOT's Production Facility Listing for the types of products that they are producing. In addition, the producer's logo shall be stamped on the element. The producer shall not use the Florida Department of Transportation QC stamp on elements used on this project. Provide a statement of certification from the manufacturer of the precast element that the element meets the requirements of this Specification.

344-4.3 Category 3 Work: Category 3 concrete will be accepted based on the Engineer's test results for plastic properties and compressive strength requirements for the class of concrete as defined in Table 344-2. In addition, a Delivery Ticket as described in 344-3.5 will be required for acceptance of the material at the project site.

344-4.4 Small Quantities of Concrete: Category 3 concrete meeting the definition of 344-3.8 will be accepted in accordance with 344-4.3 based on test results for plastic properties and compressive strength.

344-5 Method of Measurement.

The quantities to be paid for will be the items shown in the plans, completed and accepted.

344-6 Basis of Payment.

Prices and payments will be full compensation for all work and materials specified in this Section.

EXHIBIT "G"
VIDEO DETECTION SYSTEM

FDOT APL#660-015-037

ECONOLITE

Sensors for Traffic Detection

Autoscope® Comm Manager

What, exactly, is a Comm Manager?

The Autoscope Vision Comm Manager is a powerful device facilitating remote and local communication to deployed Autoscope Vision sensors. The Vision Comm Manager supports 3-wire-only branch cable connections for up to 8 sensors, interfaces to the optional Vision I/O 24™ module, as well as full 10/100/1000 Ethernet communication to a local laptop or workstation at the Traffic Management Center (TMC).

Why do agencies use the Comm Manager?

The Vision Comm Manager is quick and easy to install. A single IP address is all that is required to connect the Vision Comm Manager to personnel at the TMC, enabling collection of traffic data and viewing HD video streams, individually or in a quad display. Detection zones may also be created or modified remotely with this simple network architecture.



How does the Comm Manager benefit the driving public?

Power and communications to Autoscope Vision is managed via the Vision Comm Manager. Vision sensors provide high-performance, high definition vehicle detection and bicycle differentiation, using state-of-the-art algorithms to improve safety, reduce vehicle emissions, and mitigate traffic congestion.

Autoscope Comm Manager Datasheet

Econolite Video, Radar, & In-Ground Detection

Description

Power and communication to Vision sensors is conducted via the Vision Comm Manager. The Vision Comm Manager supports SDLC and wired I/O interface for convenient integration to TS1, 170/2070/33x and TS2 cabinets. The robust and proven broadband-over-power cable technology has a remarkable throughput of 70-90 Mb/sec. This is more than sufficient bandwidth to simultaneouly transmit traffic data and multiple streams of HD video.

Applications

Autoscope Vision is capable of concurrently satisfying multiple transportation management objectives:

- *Stop bar vehicle detection*
- *Bicycle detection and differentiation*
- *Advance vehicle detection up to 600 feet from Vision sensor*
- *Traffic data collection*
- *HD video surveillance*

Specifications

- Connectors
  - *Input power: one (1), 3 position compression block*
  - *Output power to Vision sensors: four (4), 3-position compression blocks (Up to 2 sensors per block)*
  - *Two (2) USB*
  - *Four (4), 10/100/1000Ethernet: WAN, Maintenance, Expansion, Reserved*
- Communications
  - *Wi Fi 802.11(b/g/n)*
  - *WAN Ethernet Port 10/100/1000*
  - *Maintenance Ethernet Port 10/100/1000*
  - *Broadband Over-Power 70-90 Mbps*
- Environmental
  - *-29° F to +165° F (-34° C to +74° C)*
  - *0 to 95% relative humidity, non-condensing*
- Dimensions and Weight
  - *11" x 7" x 2.5" (28 cm x 18 cm x 6 cm)*
  - *2.3lbs (1.04 kg)*
- Video Output
  - *Digital streaming H.264 720p, 30fps*
  - *Variable bitrate selectable 100-5000Kbps*
- Warranty
  - *Three year factory warranty*
  - *Extended warranty packages available to six years*

- Power
  - *89-265 VAC, 50/60 Hz from the transient-protected side of cabinet*
  - *Minimum 15W typical without sensors*
  - *75 Watts typical with four (4) Vision sensors*
  - *140 Watts Maximum*
  - *2 spare fuses*
  - *High-energy transient surge protection*
- Indicators
  - *Wi-Fi LEDs – active or inactive*
  - *SDLC LEDs – Indicate valid data*
  - *Ethernet Port LEDs – indicate speed of network connection*
  - *Power Sensor LED – indicate power to sensor*
  - *Comm Manager LED - indicator for readiness and status*
  - *System Status LED – indicating individual sensor status*
  - *Sensor LINK/ACT LED - indicates communication between the Comm Manager and at least 1 Vision sensor*
- Regulatory
  - *NEMA TS2 2003 Compliant*
  - *CE EN 55022*
  - *CE EN 55024*
  - *EN 61000-6-1*
  - *IGES*
  - *FCC Part 15, Class A*

ECONOLITE

1250 N. Tustin Avenue, Anaheim, CA 92807 714-630-3700 sales@econolite.com www.econolite.com

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FDOT APL#660-015-037

Autoscope® VISION

Accurate. Versatile. Simple.



▹ ▹ Autoscope performance is robust and reliable in all lighting conditions.

About Vision™

Video detection and broadband communications technologies continue to help inspire and generate new levels of Intelligent Transportation Systems (ITS) capabilities. This will be even more critical as connected vehicle and Smart City technologies become more prevalent, particularly vehicle-to-infrastructure (V2I) and data analytics. Whether for surveillance, vehicle detection, bicycle detection and differentiation, data collection, or traffic monitoring systems, video detection and broadband communications are increasing ITS performance, cost efficiencies, and access to strategic traffic information - helping transportation professionals improve safety, reduce vehicle emissions, and mitigate traffic congestion.

Building on more than two decades of proven above-ground video detection experience, Autoscope Vision delivers the highest levels of accuracy and performance in an easy-to-use detection solution that supports a variety of traffic management and ITS applications.

At A Glance

- ▹ Highest levels of accuracy and performance
- ▹ Built-in local WiFi for quick and simple set up
- ▹ Program an entire intersection in just minutes
- ▹ Easy to install with 3-wires-only
- ▹ Simple integration to all traffic cabinets
- ▹ High Definition (HD) camera for superior video images

ECONOLITE

Autoscope Vision Datasheet

Econolite Video, Radar, & In-Ground Detection

Description

Autoscope Vision is an integrated camera-processor sensor solution that provides high performance stop bar vehicle detection, bicycle detection and differentiation, advance vehicle detection, traffic data collection, and HD video surveillance. It also supports local WiFi and streaming video to mobile computing devices.

Autoscope Vision utilizes an ITO faceplate heater and hydrophilic coated lens to maintain optimal performance during inclement weather while reducing the frequency of cleaning.

Power and communication to Vision sensors is conducted via the Vision Comm Manager™. Vision Comm Manager supports SDLC and wired I/O interface.

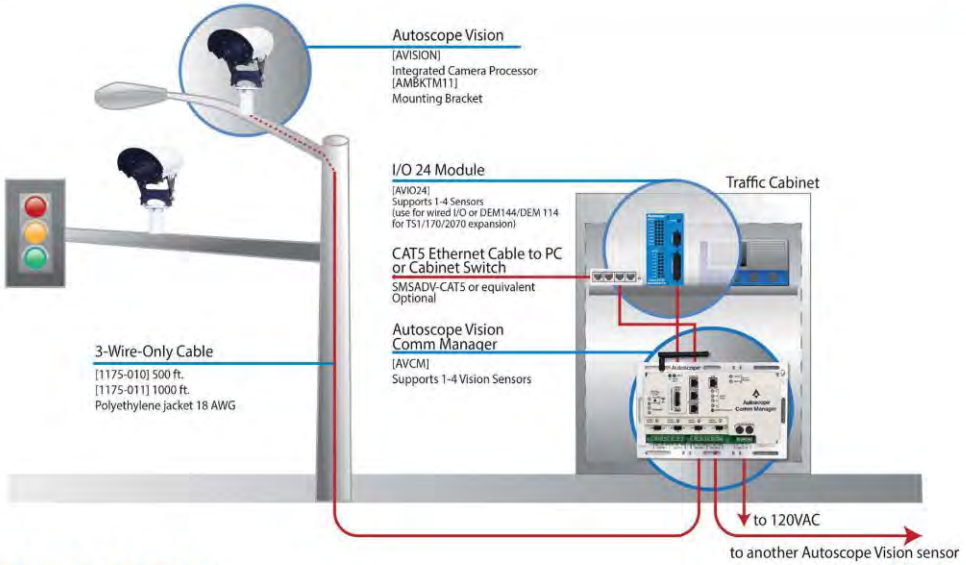
Application

Autoscope Vision is capable of simultaneously satisfying multiple transportation management objectives:

- *Stop bar vehicle detection*
- *Bicycle detection and differentiation*
- *Advance vehicle detection up to 600 feet from Vision sensor*
- *Traffic data collection*
- *HD video surveillance*

Vision Sensor Specifications

- Temperature
  - -34° C to +60° C (-29° F to 165°F)
  - Meets TS2 standards
  - Relative humidity of 0 to 95%, non-condensing
- Power
  - 16W typical, 18W maximum
  - 89 to 265 VAC
  - 60/50 Hz
  - Indium Titanium Oxide (ITO) and hyrdrophilic faceplate
- Dimensions
  - H x W x L (with sunshield and bracket): 7" x 5.5" x 22.5" (177.8 mm x 140 mm x 571.5mm)
  - 6.5 lbs (2.95 kg)



ECONOLITE

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EXHIBIT "H"
NEIGHBORHOOD OVERHEAD SIGN STRUCTURE

District Brand Archway Signs

Scope of Work

Don Bell Signs to fabricate & install:
(___) S/F non-illuminated, District Brand Archway Signs, as shown.

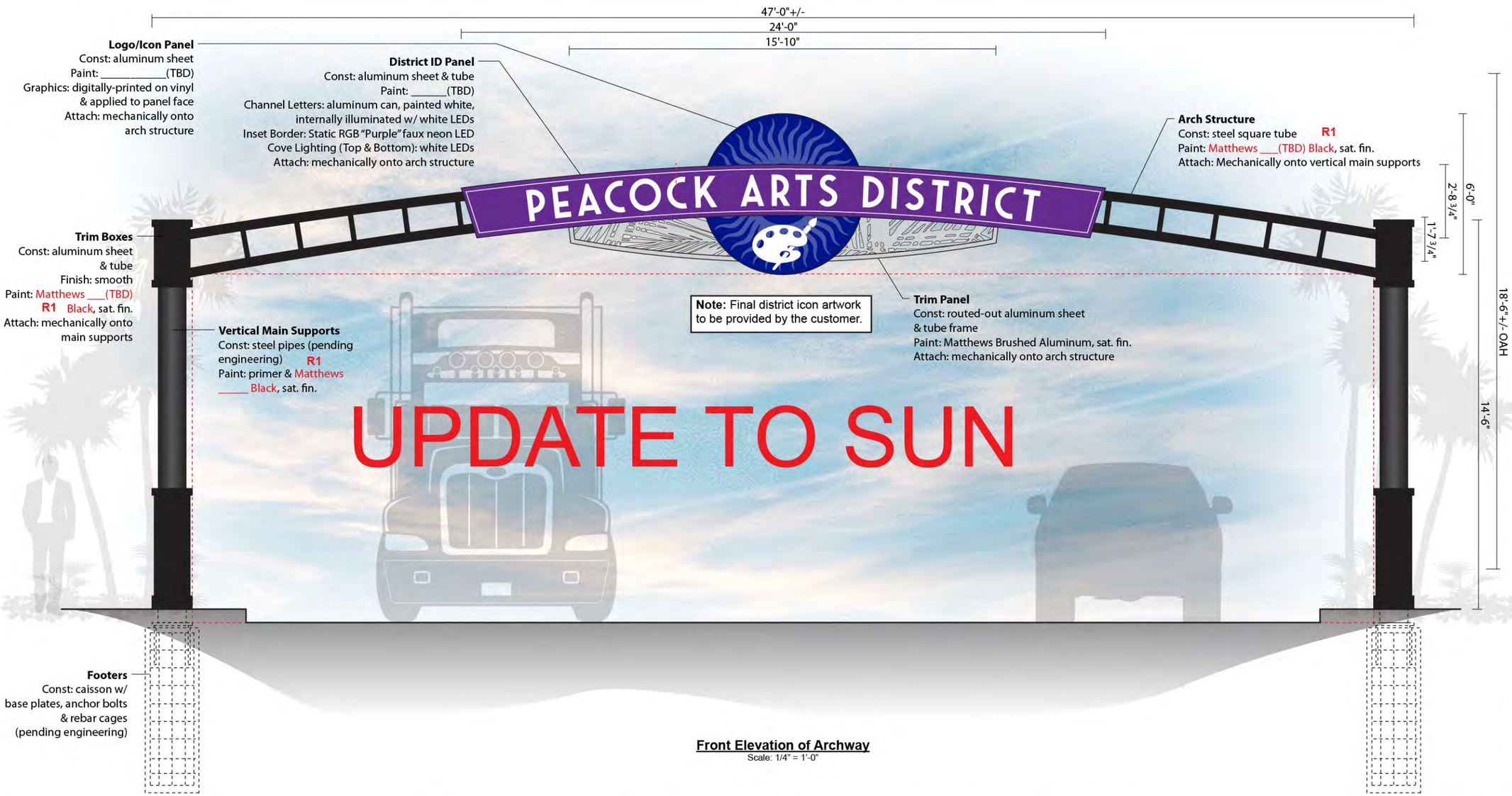
Notes:

All hardware to be non-corrosive.

Landscaping by others.



Nighttime Illumination Concept



Front Elevation of Archway
Scale: 1/4" = 1'-0"

Note: This sign design is subject to change in order to comply with current state, county & municipal codes pertaining to roadway placement & clearance requirements.

ETL Acct. #115459
UL 48 Listed Signage
All Sign Components shall be UL listed and Recognized in the SAM Manual
All Wiring shall be at least 90° C rated

Note: This design pending engineering.

CITY of FORT PIERCE

DESIGN #: 2100575 R1
DATE: 9.29.2021
DRAWN BY: M. De Bolt

Revisions / Date / Initials
R1 (12.1.2021) MD

ACCOUNT #115459
☐ 120 Volt
☐ 277 Volt

SHEET 8

ACCOUNT: City of Fort Pierce
STREET:
CITY: Fort Pierce STATE: FL
SALES REP.: Gary Bell/Frank Boanno
SCALE: As Noted
FILE NAME:
PROGRAM: Adobe Illustrator CS10
FONTS USED:
CUSTOMER APPROVAL DATE

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DON BELL SIGNS LLC
365 OAK PLACE
PORT ORANGE, FL 32127
386-788-8084
800-824-0080

CITY OF FORT PIERCE DEPARTMENT OF ENGINEERING

AVENUE D (29TH STREET TO U.S. HIGHWAY 1)
ROADWAY RECONSTRUCTION PLANS

SECTION 10, TOWNSHIP 35S, RANGE 40E
FORT PIERCE, FLORIDA
FROM N 29TH ST TO U.S. HIGHWAY 1

INDEX OF SHEETS

1.	COVER
2.	KEY SHEET
3.	TYPICAL SECTION (N 29TH ST. TO U.S. 1)
4-5.	GENERAL NOTES
6-11.	ROADWAY PLANS (29TH TO U.S. 1)
12-17.	SIGNAGE AND PAVEMENT MARKING PLANS
18-23.	EROSION CONTROL PLANS
24-25.	TRAFFIC CONTROL PLANS
26.	PAVING, GRADING, AND DRAINAGE DETAILS
27.	VIDEO DETECTION DETAILS

GOVERNING STANDARD PLANS:

2023-24

FLORIDA DEPARTMENT OF TRANSPORTATION, FY[redacted] STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION AND APPLICABLE INTERIM REVISIONS (IRs)

STANDARD PLANS FOR ROADWAY CONSTRUCTION AND ASSOCIATED IRs ARE AVAILABLE AT THE FOLLOWING WEBSITE:
HTTP//WWW.FDOT.GOV/DESIGN/STANDARDPLANS

FLORIDA GREENBOOK – MANUAL IF UNIFROM MINIMUM STANDARDS FOR DESIGN CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS: JULY 2018 EDITION WITH UPDATES
HTTP: //WWW.FDOT.GOV/ROADWAY/FLORIDAGREENBOOK/FGB.SHTM



VICINITY MAP

LOCATION MAP



ROADWAY PLANS ENGINEER OF RECORD:

DAVID C. BAGGETT, P.E.
P.E. LICENSE NUMBER: 81375
ENGINEERING DESIGN AND CONSTRUCTION, INC.
10250 SW VILLAGE PARKWAY, SUITE 201
PORT ST. LUCIE, FL 34987
PHONE NO.: 778–462–2455

CITY OF FORT PIERCE PROJECT MANAGER:

SELENA GRIFFETT, P.E.

GOVERNING STANDARD SPECIFICATIONS:

FLORIDA DEPARTMENT OF TRANSPORTATION, JULY 2022 STANDARD SPECIFICATIONS FOR ROAD BRIDGE CONSTRUCTION AT THE FOLLOWING WEBSITE:
HTTP: //WWW.FDOT.GOV/PROGRAMMANAEMENT/IMPLEMENTED/SPECBOOKS

FM No. 453170–1–54–01

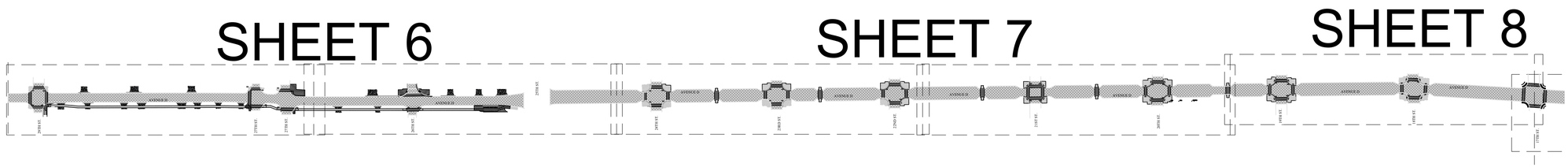
100% PLANS

EDC ENGINEERS SURVEYORS ENVIRONMENTAL
PORT SAINT LUCIE OFFICE
10250 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
772-462-2455
www.edc-inc.com
F.B.P.E. CERTIFICATE OF AUTHORIZATION 8935
L.B. CERTIFICATE OF AUTHORIZATION 8056

DAVID C. BAGGETT, P.E.(DATE)
#81375
10250 SW VILLAGE PKWY - SUITE 201
PORT SAINT LUCIE, FL 34987
772-462-2455

AVENUE D - ROADWAY RECONSTRUCTION PLANS JANUARY 2023 #21-498

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADOPTION BY EDC, INC. SHALL BE WITHOUT LIABILITY TO EDC, INC.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SHEET 8
AVENUE D
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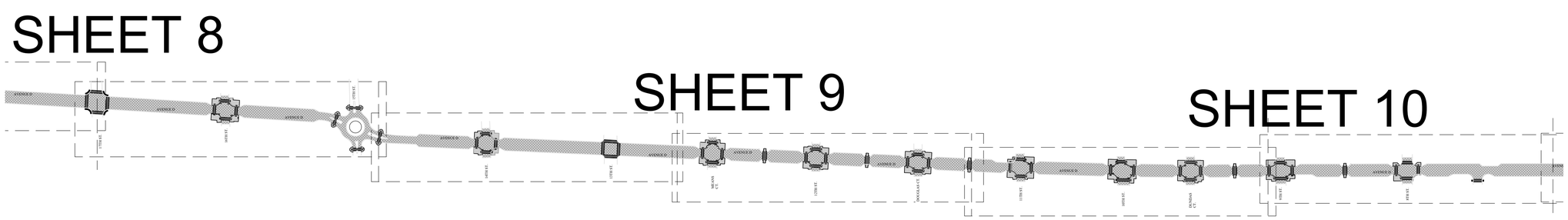
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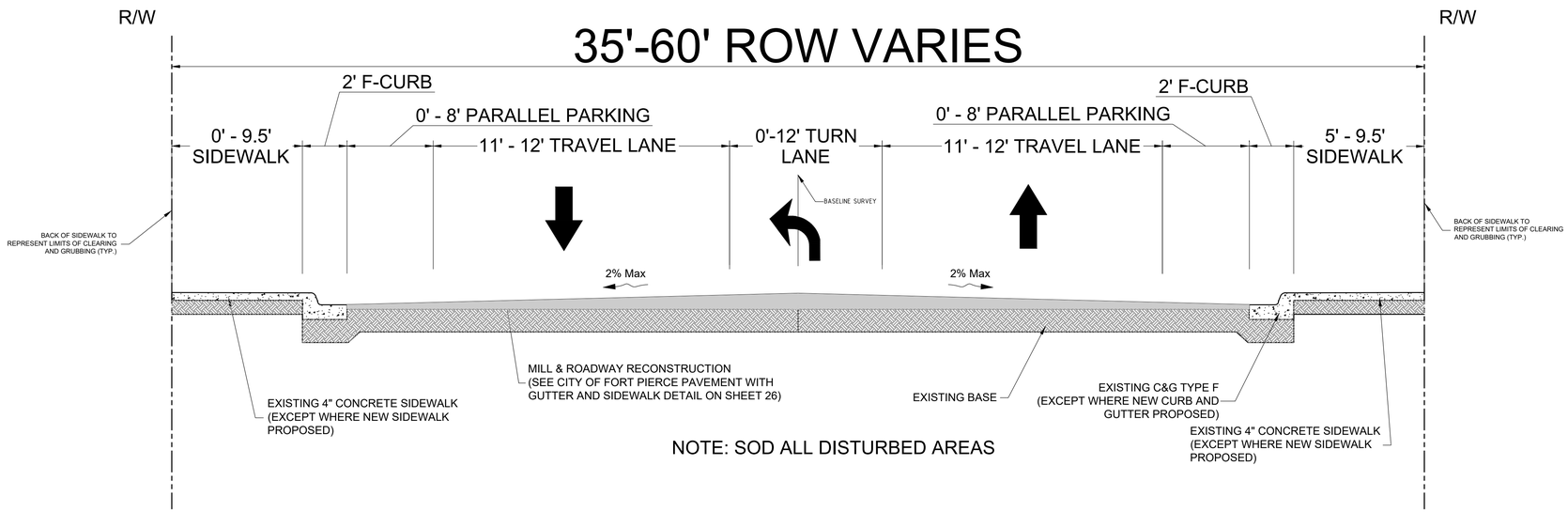

TYPICAL SECTION
MILL AND OVERLAY
AVENUE D
FROM N 29TH STREET TO S U.S. HIGHWAY 1
STA. 10+00.00 TO STA. 23+75.03
AND
STA. 24+45.16 TO STA. 97+55.50
DESIGN SPEED: 30 MPH

MILLING

MILL EXISTING ASPHALT PAVEMENT FOR DEPTH (1 $\frac{1}{4}$")

RESURFACING

SUPERPAVE ASPHALT CONCRETE COURSE SP-9.5 (1 $\frac{1}{4}$")

FIN PROJ: 453170-1-54-01

ENGINEERS SURVEYORS ENVIRONMENTAL
10250 VILLAGE PARKWAY
SUITE 201
PORT ST. LUCIE, FL 34987
772-462-2455
www.edc-inc.com
F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8098

TMR DESIGNED BY
TMR DRAWN BY
21-498 ave d west 8-28-24.dwg FILENAME
3 TYP. SECTIONS LAYOUT
AS SHOWN SCALE
JANUARY 2023 DATE

REVISION COMMENTS
DATE #

AVENUE D ROAD IMPROVEMENTS
TYPICAL SECTION
N 29TH STREET TO U.S. HIGHWAY 1
FORT PIERCE FLORIDA

DAVID C. BAGGETT, P.E.(DATE)
#81375
10250 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
772-462-2455

21-498

GENERAL NOTES

1. BENCHMARK ELEVATIONS SHOWN ON THE PLANS ARE REFERENCING THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 1988).

2. THE LOCATION OF EXISTING UTILITIES SHOWN ARE APPROXIMATELY ONLY; THE EXACT LOCATION SHALL BE DETERMINED BY THE CONTRACTOR DURING CONSTRUCTION. RELOCATION OF UTILITIES SHALL BE COORDINATED WITH UTILITY COMPANIES AFTER IDENTIFICATION OF CONFLICT BY CONTRACTOR. CONTRACTOR SHALL NOTIFY ENGINEER IN ADVANCE BEFORE ANY RELOCATION.

3. EXISTING UTILITIES ARE TO REMAIN IN PLACE UNLESS OTHERWISE NOTED.

4. ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE ENGINEER SHOULD NOTIFY SELENA GRIFFETT WITH THE CITY OF FORT PIERCE, WITHOUT DELAY, BY TELEPHONE (772) 567-3780.

5. THE CONTRACTOR SHALL NOTIFY UTILITY OWNERS THROUGH SUNSHINE STATE ONE CALL OF FLORIDA (1-800-432-4770) AND UTILITY OWNERS LISTED BELOW IN TWO BUSINESS DAYS (OR 10 DAYS IF ON THE JOB SITE)

COMPANY	CONTACT	TEL. NO.
FPUA WATER/WASTEWATER	BOWDOIN HUTCHINSON	(772) 466-3428
FPUA ELECTRIC	ERIC MEYER	(772) 466-1600
FPUA GAS	ERIC MEYER	(772) 466-1600
AT&T	LUKE FOLKERTS	(407) 496-6041
COMCAST CABLE	TIMOTHY HENES	(561) 325-2963

6. THE CONTRACTOR SHALL FURNISH THE ENGINEER, PRIOR TO INCORPORATION INTO THE PROJECT, A CERTIFICATION FROM THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES DIVISION OF PLANT INDUSTRY, STATING THAT THE SOD, HAY, STRAW AND MULCH MATERIALS ARE FREE OF NOXIOUS WEEDS, INCLUDING TROPICAL SODA APPLE.

7. ALL SYNTHETIC BALES AND SILT FENCE SHALL BE REMOVED AT THE COMPLETION OF THE PROJECT AND WHEN APPROVED BY THE NPDES INSPECTOR.

8. IF DEWATERING PERMIT IS REQUIRED FOR THIS PROJECT, THE CONTRACTOR WILL BE REQUIRED TO OBTAIN A DEWATERING PERMIT OR WATER USE PERMIT AND ALLOW TIME FOR THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT AND/OR FDEP TO REVIEW AND APPROVE THE PERMIT PRIOR TO THE CONSTRUCTION START DATE.

9. WORK HOURS ARE FROM 8:00 AM TO 5:00 PM MONDAY-FRIDAY. WORK WILL NOT BE ALLOWED ON WEEKENDS OR HOLIDAYS OBSERVED BY THE CITY OF FORT PIERCE. THE CONTRACTORS MUST RECEIVE WRITTEN PERMISSION FROM THE CITY AND PROVIDE AN APPROVED MOT PLAN BEFORE ANY LANE CLOSURES OCCUR. ANY PROPOSED LANE CLOSURES MUST BE COORDINATED WITH THE CITY OF FORT PIERCE.

10. ALL CURB RAMPS, DETECTABLE WARNINGS, HANDRAILS, DBI STEEL GRATES, SIDEWALKS, CONNECTIONS TO DRIVEWAYS, RAMP LANDINGS, ETC., ALL ARE TO BE IN COMPLIANCE WITH CURRENT AND FEDERAL ADA STANDARDS. ALSO, ADHERENCE TO ADA GUIDELINES REGARDING WHEELCHAIR ACCESSIBILITY. THE MAXIMUM CROSS SLOPE ON ALL SIDEWALKS IS 2%. MAXIMUM SIDEWALK LONGITUDINAL SLOPE IS 5%.

11. THE CONTRACTOR WILL RESTRICT PERSONNEL, THE USE OF EQUIPMENT, AND THE STORAGE OF MATERIALS TO AREAS WITHIN THE LIMITS OF CONSTRUCTION. ANY OFF-SITE STORAGE AREA REQUIRED BY THE CONTRACTOR WILL REQUIRE THE INDIVIDUAL PROPERTY OWNER'S WRITTEN APPROVAL. A COPY OF THE APPROVAL MUST BE FORWARDED TO THE CITY OF FORT PIERCE.

12. EROSION CONTROL ITEMS ARE ESTIMATED FOR PREVENTION, CONTROL, ABATEMENT OF EROSION, SEDIMENTATION, AND WATER POLLUTION. THESE ITEMS ARE TO BE USED AT THE LOCATIONS DESCRIBED IN THE CONTRACTOR'S APPROVED EROSION CONTROL PLANS OR AS DIRECTED BY THE PROJECT ENGINEER TO COMPLY WITH ALL FEDERAL, STATE AND LOCAL REGULATIONS.

13. THE CONTRACTORS TO MAINTAIN AND KEEP STREET NAME IDENTIFICATION VISIBLE DURING CONSTRUCTION OPERATIONS, IN ORDER TO FACILITATE EMERGENCY VEHICLE TRAFFIC.

14. SIDEWALK MUST BE FREE OF OVERHEAD OBSTRUCTIONS PER SECTION 4.4.2 OF THE AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES (ADAAG.)

15. CONCRETE SIDEWALK IS TO MEET THE REQUIREMENTS OF SECTION 522 OF THE FDOT STANDARD SPECIFICATIONS.

16. EXISTING MAILBOXES THAT ARE IN CONFLICT WITH THE PROPOSED IMPROVEMENTS ARE TO BE RELOCATED BY THE CONTRACTOR IN ACCORDANCE WITH FDOT INDEX 110-200. IF RELOCATED, MUST BE COORDINATED WITH POSTMASTER GENERAL.

17. CONTRACTOR SHALL USE EXTREME CAUTION AND COMPLY WITH ALL APPLICABLE OSHA REGULATIONS WHEN WORKING IN THE VICINITY OF OVERHEAD AND UNDERGROUND UTILITY LINES, TRANSMISSION LINES, AND CANAL BANKS. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES TO REMAIN IN PLACE.

18. ANY KNOWN OR SUSPECT HAZARDOUS MATERIAL FOUND ON THE PROJECT BY THE CONTRACTOR SHALL BE IMMEDIATELY REPORTED TO THE PROJECT ENGINEER, WHO SHALL DIRECT THE CONTRACTOR TO PROTECT THE AREA OF KNOWN OR SUSPECT HAZARDOUS MATERIAL FROM FURTHER ACCESS. THE PROJECT ENGINEER IS TO NOTIFY THE PROPER REGULATORY AUTHORITY OF THE DISCOVERY.

19. EXISTING TREES TO REMAIN MUST BE PROTECTED IN ACCORDANCE WITH FDOT INDEX #542.

20. ALL AREAS DESIGNATED FOR PAVEMENT REMOVAL SHALL BE SAW-CUT AT THE LIMITS OF REMOVAL ADJACENT TO EXISTING PAVEMENT WHICH IS TO REMAIN.

22. EXISTING SECTION CORNERS AND ¼ SECTION CORNERS, AND OTHER LAND MARKERS OR MONUMENTS LOCATED WITHIN PROPOSED CONSTRUCTION ARE TO BE REFERENCED BY THE CONTRACTOR PRIOR TO CONSTRUCTION AND RESET AFTER CONSTRUCTION USING A REGISTERED LAND SURVEYOR LICENSED IN THE STATE OF FLORIDA. THE SURVEYOR AND MAPPER SHALL FILE UPDATED CERTIFIED CORNER RECORDS WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, BUREAU OF SURVEYING AND MAPPING.

23. CONTRACTOR SHALL ADJUST ALL UTILITY LIDS AND COVERS TO FINISHED GRADE AS REQUIRED.

24. THE CONTRACTOR SHALL RESTORE ALL AREAS DISTURBED BY THE CONSTRUCTION TO A CONDITION EQUAL TO, OR BETTER THAN THAT NOW EXISTS.

25. ITEMS IN CONFLICT WITH CONSTRUCTION SUCH AS EXISTING DRAINAGE STRUCTURES, AND EXCESS EXCAVATIONS ARE TO BE REMOVED BY CONTRACTOR AND DISPOSED OF IN A LEGAL AND PROPER MANNER AWAY FROM THE JOB SITE AT THE CONTRACTOR'S EXPENSE UNLESS THE ITEMS ARE TO BE REUSED ON THE PROJECT.

26. THE CONTRACTOR IS TO USE CAUTION WHEN WORKING IN OR AROUND AREAS OF OVERHEAD TRANSMISSION LINES, UNDERGROUND UTILITIES, OR NEAR CANAL BANKS.

27. EXISTING UTILITIES ARE TO REMAIN IN PLACE UNLESS OTHERWISE NOTED.

28. PRIOR TO COMMENCEMENT OF ANY EXCAVATION, THE CONTRACTOR SHALL COMPLY WITH CHAPTER 556 OF FLORIDA STATUTES, UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY.

29. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES TO REMAIN IN PLACE.

30. THE CONTRACTOR SHALL CALL SUNSHINE (1-800-432-4770) FOR FIELD LOCATIONS TWO (2) BUSINESS DAYS BEFORE DIGGING NEAR UNDERGROUND UTILITIES. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE TO CONTACT ANY UTILITY OWNER(S) THAT MAY NOT BE A "SUNSHINE" MEMBER.

31. THE MAINTENANCE OF TRAFFIC FOR THIS PROJECT SHALL BE IN ACCORDANCE WIT THE APPLICABLE FDOT INDEX NUMBERS (102-XXX SERIES) AND THESE DOCUMENTS; THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS (U.S. DEPARTMENT OF TRANSPORTATION, FHWA), SHALL BE FOLLOWED IN THE DESIGN, APPLICATION, INSTILLATION, MAINTENANCE AND REMOVAL OF ALL TRAFFIC CONTROL DEVICES AND BARRIERS NECESSARY TO PROTECT THE PUBLIC AND WORKMEN FROM HAZARDS WITHIN THE PROJECT LIMITS.

32. STAGING AND MATERIAL STORAGE SHALL NOT BE CONDUCTED ON ABUTTING PRIVATE PROPERTY WITHOUT WRITTEN APPROVAL FROM THE PROPERTY OWNER AND SHALL BE SUBMITTED TO CITY OF FORT PIERCE PROJECT MANAGER (SELENA GRIFFETT, (772) 467-3780).

33. EROSION CONTROL MEASURES SHALL BE TAKEN BY CONTRACTOR DURING CONSTRUCTION AS PER FDOT EROSION AND SEDIMENT CONTROL MANUAL (LATEST EDITION):

A. SILT FENCE SHALL BE INSTALLED ALONG THE ENTIRE PERIMETER OF THE PROJECT ADJACENT TO ANY SOIL DISTURBING ACTIVITIES.
B. ALL DRAINAGE STRUCTURES ARE TO BE PROTECTED DURING CONSTRUCTION PER FDOT EROSION AND SEDIMENT CONTROL MANUAL (LATEST EDITION).
C. ALL DAMAGED WORK SHALL BE RESTORED AT NO COST TO THE CITY.

34. ALL THERMOPLASTIC PAVEMENT STRIPING IS MEASURED FROM CENTER OF STRIPE TO CENTER OF STRIPE.

35. ALL WORK, INCLUDING HARMONIZATION, SHALL BE COMPLETED FROM AND WITHIN EXISTING CITY RIGHT-OF-WAY.

36. WHEN ENCOUNTERING OR EXPOSING ANY ABNORMAL CONDITION INDICATING THE PRESENCE OF A HAZARDOUS OR TOXIC WASTE, OR CONTAMINANTS, CEASE OPERATIONS IMMEDIATELY IN THE VICINITY AND NOTIFY THE CITY PROJECT MANAGER AT (772) 467-3780. THE PRESENCE OF TANKS OR BARRELS; DISCOLORED EARTH, METAL, WOOD, GROUND WATER. ETC.; VISIBLE FUMES; ABNORMAL ODORS; EXCESSIVELY HOT EARTH; SMOKE; OR OTHER CONDITIONS THAT APPEAR ABNORMAL MAY INDICATE HAZARDOUS OR TOXIC WASTES OR CONTAMINANTS AND MUST BE TREATED WITH EXTREME CAUTION.

37. MAKE EVERY EFFORT TO MINIMIZE THE SPREAD OF CONTAMINATION INTO UNCONTAMINATED AREAS. IMMEDIATELY PROVIDE FOR THE HEALTH AND SAFETY OF ALL WORKERS AT THE JOB SITE AND MAKE PROVISION NECESSARY FOR THE HEALTH AND SAFETY OF THE PUBLIC THAT MAY BE EXPOSED TO ANY POTENTIALLY HAZARDOUS CONDITIONS. PROVISIONS SHALL MEET ALL APPLICABLE LOCAL, STATE, AND FEDERAL LAWS, RULES, REGULATIONS OR CODES COVERING HAZARDOUS CONDITIONS AND WILL BE IN A MANNER COMMENSURATE WITH THE GRAVITY OF THE CONDITIONS.

38. THE CITY ENGINEER AND/OR CONTRACTOR WILL COORDINATE AND MOBILIZE A QUALIFIED CONTAMINATION ASSESSMENT/REMEDIATION (CAR) CONTRACTOR. QUALIFICATIONS OF SUCH CAR CONTRACTOR SHALL INCLUDE, BUT NOT BE LIMITED TO: EXPERIENCE AND PERSONNEL TO PREPARE CONTAMINATION ASSESSMENT PLANS, CONDUCT CONTAMINATION ASSESSMENTS, PREPARE SITE ASSESSMENT REPORTS, REMEDIATION PLANS, IMPLEMENT REMEDIAL ACTION PLANS, RISK BASED CORRECTIVE ACTIONS, STORAGE TANKS SYSTEM REMOVAL, HIGHWAY SPILL RESPONSE AS WELL AS EXPERIENCE WITH INFRASTRUCTURE/CONSTRUCTION ACTIVITIES WITHIN (POTENTIALLY) CONTAMINATED AREAS SPECIFIC TO TRANSPORTATION SYSTEMS.

39. ALL THE WORK PERFORMED BY THE CONTRACTOR SHALL BE PERFORMED IN COMPLIANCE WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS GOVERNING WORKER SAFETY AND ENVIRONMENTAL REGULATIONS. THIS IS TO INCLUDE OCCUPATIONAL EXPOSURE TO CONTAMINATED COILS, GROUNDWATER, WASTES AND ATMOSPHERE DURING THE CONSTRUCTION OF ALL FEATURES INCLUDED IN THE CONSTRUCTION PLAN. IN ADDITION, THE CAR CONTRACTOR MUST BE STAFFED WITH FLORIDA LICENSED TECHNICAL PROFESSIONALS (GEOLOGISTS AND ENGINEERS) WHO WILL BE INVOLVED WITH THE PROJECT AND KNOWLEDGEABLE OF THE WORK ACTIVITIES CONDUCTED WITHIN THE IDENTIFIED CONTAMINATED AREAS AND WHO WOULD SIGN AND SEAL PROJECT REPORTS AS REQUIRED FOR SUBMITTAL TO THE APPROPRIATE ENVIRONMENTAL REGULATORY AGENCIES.

40. THE CITY ENGINEER WILL IMMEDIATELY NOTIFY THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) DISTRICT IV CONTAMINATION IMPACT COORDINATOR (DCIC) AT (954) 777-4286 AFTER ENCOUNTERING THE UNIDENTIFIED AREAS OF CONTAMINATION. PRELIMINARY INVESTIGATION BY THE CAR CONTRACTOR WILL DETERMINE THE COURSE OF ACTION NECESSARY FOR SITE SECURITY AND THE STEPS NECESSARY UNDER APPLICABLE LAWS, RULES AND REGULATIONS FOR ADDITIONAL ASSESSMENT AND/OR REMEDIATION WORK TO RESOLVE THE CONTAMINATION ISSUE.

41. FOLLOWING COMPLETION OF THE PROJECT, THE CAR CONTRACTOR SHALL BE REQUIRED TO PROVIDE COPIES OF ALL REPORTS SUBMITTED TO REGULATORY AGENCIES, WASTE MATERIAL PROFILES, MANIFESTS AND/OR DISPOSAL RECEIPTS FOR THE HANDLING OF ALL CONTAMINATED MEDIA INCLUDING BUT NOT LIMITED TO GROUND WATER, WASTE WATER, SOILS, SOLID WASTES, SLUDGE, HAZARDOUS WASTES, AIR MONITORING RECORDS AD SAMPLE RESULTS FOR ALL MATERIALS TESTED AND ANALYZED TO THE CITY ENGINEER AND THE FDOT DCIC.

42. ANY DISCREPANCIES ON THE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE COMMENCING WORK. NO FIELD CHANGE OR DEVIATIONS FROM THE DESIGN ARE TO BE MADE WITHOUT PRIOR APPROVAL OF THE ENGINEER

43. UTILITY CONSTRUCTION TO CONFORM TO THE LATEST CITY OF FORT PIERCE STANDARDS.

44. ANY NGVD 29 AND NAVD 88 MONUMENT WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF IN DANGER OF DAMAGE, THE CONTRACTOR SHOULD NOTIFY:

GEODETIC INFORMATION CENTER
ATTN: MARK MAINTENANCE CENTER
ATTN: M/CG – 162
6001 EXECUTIVE BOULEVARD
ROCKVILLE, MD 20852
TELEPHONE: (301) 443-8319

CITY OF FORT PIERCE
PUBLIC WORKS DEPARTMENT
ATTN: JACK ANDREWS, P.E., CITY ENGINEER
FORT PIERCE, FL

45. CONTRACTOR TO UTILIZE "APPROVED FOR CONSTRUCTION" PLANS ONLY. ANY PLANS NOT "APPROVED FOR CONSTRUCTION" SHALL BE CONSIDERED PRELIMINARY AND SHOULD NOT BE USED FOR BIDDING OR CONSTRUCTION.

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L.B. CERTIFICATE OF AUTHORIZATION 8098

DESIGNED BY TMR
DRAWN BY TMR
FILENAME 21-498 avenue d west 8-28-24.dwg
LAYOUT 4 GENERAL NOTES
SCALE AS SHOWN
DATE JANUARY 2023

REVISION COMMENTS
DATE

AVENUE D ROAD IMPROVEMENTS
GENERAL NOTES
FORT PIERCE FLORIDA

DAVID C. BAGGETT, P.E.(DATE)
#81375
10250 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
✆ 772-462-2455

21-498

FIN PROJ: 453170-1-54-01

GENERAL NOTES

PAVING, GRADING AND DRAINAGE NOTES

46. ALL PROPOSED ELEVATIONS REFER TO FINISHED GRADES.

47. THE CONTRACTOR MUST OBTAIN A WATER USE PERMIT PRIOR TO CONSTRUCTION DEWATERING UNLESS THE WORK QUALIFIES FOR A GENERAL PERMIT PURSUANT TO SUBSECTION 40E–20 302(4), F. A C.

STORM SEWER NOTES

48. STANDARD SEPARATION FOR ALL WATER AND/OR WASTEWATER MAINS, HORIZONTAL AND VERTICAL, SHALL BE PER FDEP REQUIREMENTS, PROVISIONS OF F.A.C. RULE 62.604 AND TEN STATES STANDARD OR LOCAL MUNICIPALITIES, WHICHEVER IS MORE STRINGENT.

49. ALL DISTURBED OUTFALL DRAINAGE AREAS SHALL BE SODDED UPON COMPLETION OF GRADING AFTER AS–BUILT GRADE ELEVATIONS ARE APPROVED BY THE ENGINEER.

50. PRIOR TO FINAL PAYMENT FOR RETENTION, DETENTION AND DRAINAGE DITCH QUANTITIES, ALL SLOPES AND SWALES SHALL BE SODDED TO AVOID EROSION.

51. THERE IS TO BE NO OFF–SITE HAULING WITHOUT PRIOR APPROVAL AND ALL EXCAVATED MATERIAL SHALL BE USED ON–SITE. COORDINATION WITH THE OWNER IS REQUIRED FOR THE REMOVAL OF ANY UNSUITABLE MATERIALS.

52. THE CONTRACTOR SHALL CONSTRUCT THE STORMWATER MANAGEMENT SYSTEM IN A MANNER SO AS TO MINIMIZE ANY ADVERSE IMPACTS OF THE WORKS ON FISH, WILDLIFE, NATURAL ENVIRONMENTAL VALUES AND WATER QUALITY ON OR OFF–SITE. THE CONTRACTOR SHALL INSTITUTE NECESSARY MEASURES DURING THE CONSTRUCTION PERIOD, INCLUDING FULL COMPACTION OF ANY FILL MATERIAL PLACED AROUND NEWLY INSTALLED STRUCTURES TO REDUCE EROSION, TURBIDITY, NUTRIENT LOADING AND SEDIMENTATION IN THE RECEIVING WATERS.

53. WITHIN THIRTY (30) DAYS AFTER COMPLETION OF CONSTRUCTION OF THE SURFACE WATER MANAGEMENT SYSTEM, THE CONTRACTOR SHALL ASSIST THE DESIGN ENGINEER TO PROVIDE A WRITTEN STATEMENT OF COMPLETION AND CERTIFICATION BY A FLORIDA PROFESSIONAL ENGINEER. THESE STATEMENTS MUST SPECIFY THE ACTUAL DATE OF CONSTRUCTION COMPLETION AND MUST CERTIFY THAT ALL FACILITIES HAVE BEEN CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE PLANS AND SPECIFICATIONS. THE CONSTRUCTION COMPLETION CERTIFICATION MUST INCLUDE, AT A MINIMUM EXISTING ELEVATIONS, LOCATIONS AND DIMENSIONS OF THE COMPONENTS OF THE SURFACE WATER MANAGEMENT FACILITIES. ADDITIONALLY, IF DEVIATIONS FROM THE APPROVED DRAWINGS ARE DISCOVERED DURING THE CERTIFICATION PROCESS, THE CERTIFICATION MUST BE ACCOMPANIED BY A COPY OF THE APPROVED PERMIT DRAWINGS WITH DEVIATIONS NOTED. SEE ALSO AS–BUILT REQUIREMENTS.

54. A STABLE PERMANENT AND ACCESSIBLE ELEVATION REFERENCE SHALL BE ESTABLISHED ON OR WITHIN ONE HUNDRED (100) FEET OF ALL PERMITTED DISCHARGE STRUCTURES NO LATER THAN THE SUBMISSION OF THE CERTIFICATION TO THE WATER MANAGEMENT DISTRICT. THE LOCATION OF THE ELEVATION REFERENCE MUST BE NOTED ON OR WITHIN THE CERTIFICATION REPORT.

55. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CORRECTION OF ANY EROSION OR SHOALING OF THE WATER QUALITY MANAGEMENT SYSTEM.

56. ALL CONCRETE DRIVEWAYS TO BE REPLACED ARE TO BE CONSTRUCTED PER CITY DETAIL ON SHEET 26.

57. ALL CURB RAMPS AND CURBING THAT ARE TO BE REPLACED ARE TO BE SAW CUT FOR INSTILLATION ON NEW CONCRETE CURBING AND ADA RAMPS PER FDOT INDEX 522–002.

58. ALL ADA RAMPS ARE TO UTILIZE RED TRUNCATED DOME BRICK PAVERS UNLESS OTHERWISE SPECIFIED AS SEEN ON SHEET 26.

SOIL EROSION PLAN

59. NO POLLUTION OR EROSION CAUSED BY THIS PROJECT WILL BE ALLOWED IN THE STORMWATER DRAINAGE SYSTEM. THE CONTRACTOR SHALL INSTALL ANY DEVICES NECESSARY TO PREVENT POLLUTION OR EROSION. THE COST OF POLLUTION AND EROSION CONTROL SHALL BE INCIDENTAL TO THE COST OF THE CONSTRUCTION.

CLEAN–UP

60. THE CONTRACTOR SHALL MAINTAIN THE JOB SITE IN A NEAT CONDITION AT ALL TIMES AND SHALL RESTORE / REPAIR ALL DRIVEWAYS, SIDEWALKS, UTILITIES, LANDSCAPING, IRRIGATION SYSTEMS, ETC., AFFECTED BY CONSTRUCTION ACTIVITIES.

61. HE CONTRACTOR SHALL REMOVE ALL EXCESS MATERIALS, DEBRIS, EQUIPMENT, ETC., FROM THE JOBSITE IMMEDIATELY AFTER COMPLETION OF CONSTRUCTION OPERATIONS.

62. UNLESS OTHERWISE SPECIFIED OR NOTED; ALL DISTURBED AREAS TO BE RESTORED BY CONTRACTOR TO PRE–CONSTRUCTION CONDITION OR BETTER PRIOR TO ACCEPTANCE BY THE OWNER OR LOCAL APPROVING AUTHORITY.

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TMR — DESIGNED BY
TMR — DRAWN BY
21-498.axvs (1.axvs) 8-29-24 (.dwg) — FILENAME
5 GENERAL NOTES (2) — LAYOUT
AS SHOWN — SCALE
JANUARY 2023 — DATE

#	DATE	REVISION COMMENTS

AVENUE D ROAD IMPROVEMENTS
GENERAL NOTES
FORT PIERCE FLORIDA

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5 OF 27

FIN PROJ: 453170-1-54-01

VERTICAL DATUM NOTE:
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(IN FEET)
1 inch = 30 ft.

START LIMITS OF MILL AND OVERLAY STA.=10+00

CURB RAMP IS TO BE SAW CUT FOR INSTALLATION OF ±152 S.F. OF SIDEWALK, CURBING, AND ADA RAMPS WITH RED TRUNCATED DOME BRICK PAVERS

INSTALL STAMPED ASPHALTCROSSWALK, HERRINGBONE BRICK WITH SOLDIER COURSE PATTERN (TYP.)

VEHICLE LOOP TO BE REMOVED WITH MILL AND RESURFACE

CURB RAMP IS TO BE SAW CUT FOR INSTALLATION OF ±113 S.F. OF SIDEWALK AND ADA RAMPS WITH RED TRUNCATED DOME BRICK PAVERS.

BENCHMARK #1
SET NAIL & DISK
EL=21.92' (NAVD88)
STAMPED "LB 8098"
N: 1134355.17, E: 865640.42

CURB RAMP IS TO BE SAW CUT FOR INSTALLATION OF ± 100 S.F. OF SIDEWALK, CURBING, AND ADA RAMPS WITH RED TRUNCATED DOME BRICK PAVERS.

SIGNALIZED INTERSECTIONS TO HAVE AUTOSCOPE VIDEO DETECTION SYSTEM INSTALLED (SEE DETAIL SHEET 27)

VEHICLE LOOP TO BE REMOVED WITH MILL AND RESURFACE

CONCRETE DRIVEWAY/CURBING TO BE REPLACED PER CITY DETAIL SHEET 26 (TYP.)

TRANSITION FROM F-CURB TO FLUSH HEADER CURB

CURBING/SIDEWALK TO BE SAW CUT AND REMOVED. CR-L CURB RAMP TO BE INSTALLED PER FDOT INDEX 522-002.

±66 L.F. OF CURB AND GUTTER TO BE REPLACED.

CONCRETE DRIVEWAY/CURBING TO BE REPLACED PER CITY DETAIL SHEET 26 (TYP.)

EXISTING ROW LINE

MILL AND RESURFACE EXISTING ROADWAY 1½"

GRAVEL DRIVEWAY TO BE REMOVED. CONCRETE DRIVEWAY TO BE CONSTRUCTED PER CITY DETAIL SHEET 26

5' CONCRETE SIDEWALK (TYP.)

EX. CONCRETE SIDEWALK TO REMAIN

TYPE F-CURB TO REMAIN

CURB RAMP IS TO BE SAW CUT FOR INSTALLATION ±66 S.F. OF SIDEWALK, CURBING, AND RED TRUNCATED DOME BRICK PAVERS (TYP.)

BENCHMARK #2
SET NAIL & DISK
EL=21.99' (NAVD88)
STAMPED "LB 8098"
N: 1134378.95, E: 866298.28

EXISTING CATCH BASIN TO REMAIN
RIM=20.02'
N INV=16.25'/15" RCP
E INV=16.02'/15" RCP
W INV=16.02'/15" RCP
BOTT=15.96'

±286 S.F. OF CONCRETE SIDEWALK TO BE REPLACED.

±63 L.F. OF CURB AND GUTTER TO BE REPLACED.

SEE BLOW-UP DETAIL THIS SHEET

CONSTRUCT MEDIAN OPENING FLUME TO EXISTING CATCH BASIN PER FDOT STD PLAN 520-010

CURB RAMP IS TO BE SAW CUT FOR INSTALLATION ±46 S.F. OF SIDEWALK, CURBING, AND ADA RAMPS WITH RED TRUNCATED DOME BRICK PAVERS (TYP.)

CURBING/CONCRETE TO BE SAW CUT AND REMOVED. CURB RAMP TO BE INSTALLED PER FDOT INDEX 522-002. CONFIRM ADA COMPLIANCE.

AVENUE D

29TH ST.

27TH ST.

MATCH LINE A-A

STA.=18+15.14

CONSTRUCTION NOTE:
1. ALL AREAS WHERE SIDEWALK IS TO BE REMOVED AND REPLACED IS TO BE REMOVED TO THE NEAREST JOINT.
2. CONTRACTOR IS RESPONSIBLE FOR ASSURING ADA/FDOT COMPLIANCE.
3. CONTRACTOR TO DEMO EXISTING DRIVEWAYS TO BE REPLACED AND REPLACE EXCESS AREA WITH SOD.
4. ALL CONCRETE DRIVEWAYS TO BE REPLACED ARE TO BE CONSTRUCTED PER CITY DETAIL ON SHEET 26.
5. ALL CURB RAMPS AND CURBING THAT ARE TO BE REPLACED ARE TO BE SAW CUT FOR INSTILLATION ON NEW CONCRETE CURBING AND ADA RAMPS PER FDOT INDEX 522-002.
6. ALL ADA RAMPS ARE TO UTILIZE RED TRUNCATED DOME BRICK PAVERS UNLESS OTHERWISE SPECIFIED AS SEEN ON SHEET 26.

SEE INSET THIS PAGE (STA: ±17+52)

CONCRETE CURB RAMP TO BE INSTALLED PER FDOT INDEX 522-002. CONFIRM ADA COMPLIANCE.
PROPOSED CONCRETE SIDEWALK TO BE CONSTRUCTED
PROPOSED TRUNCATED DOME RED BRICK PAVERS TO BE INSTALLED
TRANSITION FROM F-CURB TO FLUSH HEADER CURB
CONSTRUCT OPENING FLUME TO EXISTING CATCH BASIN PER FDOT STD PLAN 520-010
PROPOSED F-CURB TO BE CONSTRUCTED
EXISTING CATCH BASIN
EXISTING E.O.P. (TO BE REMOVED)
PROPOSED F-CURB TO BE CONSTRUCTED

(IN FEET)
1 inch = 5 ft.

NOTES:

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SURVEY CONTROL IS FROM PROVIDED BY EDC, INC AND INFORMATION PROVIDED BY CITY OF FORT PIERCE ENGINEERING DEPARTMENT

LEGEND:

= EXISTING SPOT ELEVATION (NAVD)
= STAMPED ASPHALT CROSSWALK (OR BRICK PAVER WHERE NOTED)
= MILLING AND RE-SURFACING
= EXISTING CONCRETE
= CONCRETE/CURBING TO BE REMOVED
= NEW TRUNCATED DOME BRICK PAVERS
= CONCRETE SIDEWALK (4") TO BE CONSTRUCTED
= EXISTING POWER POLE
= CONCRETE DRIVEWAY (6") TO BE CONSTRUCTED

EXISTING ROW LINE
MILL AND RESURFACE EXISTING ROADWAY 1½"
EX. CATCH BASIN CB-3 (TOP TO BE REPLACED W/ CURB INLET TOP) RIM = 20.50' N INV. = 17.52' W INV. = 17.51' E INV. = 17.50' BOTTOM = 17.48'
±94 S.F. OF CONCRETE SIDEWALK TO BE REPLACED. ±51 L.F. OF CURB AND GUTTER TO BE REPLACED.
EX. CATCH BASIN CB-4 (TOP TO BE REPLACED W/ CURB INLET TOP) RIM = 20.50' W INV. = 17.57' E INV. = 17.53' BOTTOM = 17.50'
±91 S.F. OF CONCRETE SIDEWALK TO BE REPLACED. ±56 L.F. OF CURB AND GUTTER TO BE REPLACED.
EX. CONCRETE SIDEWALK TO REMAIN
TYPE F-CURB TO REMAIN
END LIMITS OF MILL AND OVERLAY STA.=23+75.03
CURBING/CONCRETE TO BE REMOVED. CURB RAMP TO BE INSTALLED PER FDOT INDEX 522-022 (ALL CURB RAMPS THIS INTERSECTION)
BLUE RPM TO BE PLACED IN CENTER OF ROAD CLOSEST TO HYDRANT LOCATION
LIMITS OF WORK
AVENUE D
25TH ST.
26TH ST.
MATCH LINE B-B
START LIMITS OF MILL AND OVERLAY STA.=24+45.16
STA.=26+22.95
5' CONCRETE SIDEWALK (TYP.)
CONSTRUCT TO ±55 L.F. OF F-CURB AND ±40 L.F. OF DROP CURB PER FDOT STD PLAN 520-001
LIDS TO BE ADJUSTED TO BE FLUSH WITH SIDEWALK
BENCHMARK #2
SET NAIL & DISK
EL=21.76 (NAVD88)
STAMPED "LB 8098"
N: 1134347.31, E: 866965.36
ASPHALT DRIVEWAY/CURBING TO BE REMOVED. REPLACED WITH CONCRETE DRIVEWAY PER CITY DETAIL SHEET 26 (TYP.)
CONCRETE DRIVEWAY/CURBING TO BE REPLACED PER CITY DETAIL SHEET 26 (TYP.)

FIN PROJ: 453170-1-54-01

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6, MILL & OVERLAY LAYOUT
SCALE AS SHOWN
DATE JANUARY 2023

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AVENUE D ROAD IMPROVEMENTS
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29TH TO U.S. 1
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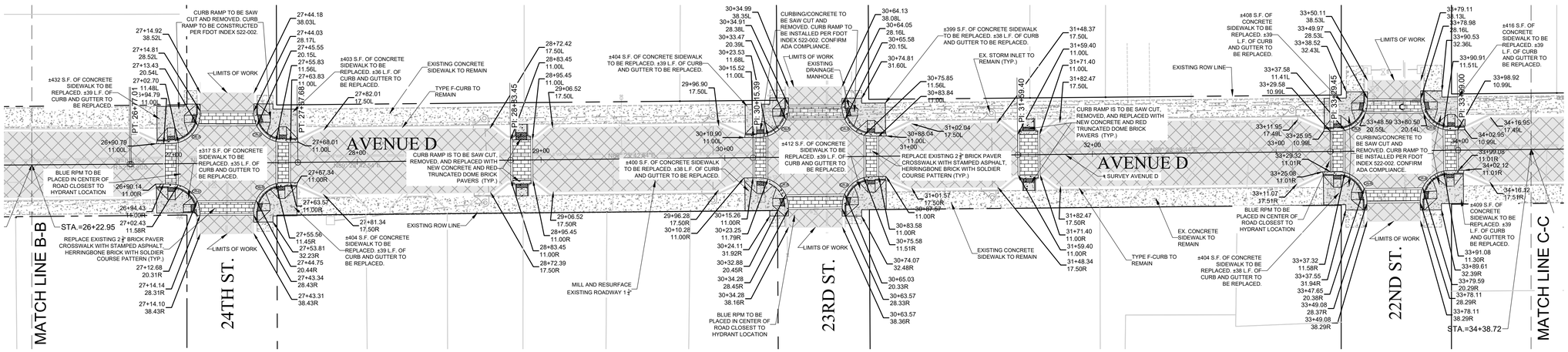

CONSTRUCTION NOTE:
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2. CONTRACTOR IS RESPONSIBLE FOR ASSURING ADA/FDOT COMPLIANCE.
3. CONTRACTOR TO DEMO EXISTING DRIVEWAYS TO BE REPLACED AND REPLACE EXCESS AREA WITH SOD.
4. ALL CONCRETE DRIVEWAYS TO BE REPLACED ARE TO BE CONSTRUCTED PER CITY DETAIL ON SHEET 26.
5. ALL CURB RAMPS AND CURBING THAT ARE TO BE REPLACED ARE TO BE SAW CUT FOR INSTILLATION ON NEW CONCRETE CURBING AND ADA RAMPS PER FDOT INDEX 522-002.
6. ALL ADA RAMPS ARE TO UTILIZE RED TRUNCATED DOME BRICK PAVERS UNLESS OTHERWISE SPECIFIED AS SEEN ON SHEET 26.

NOTES:

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LEGEND:

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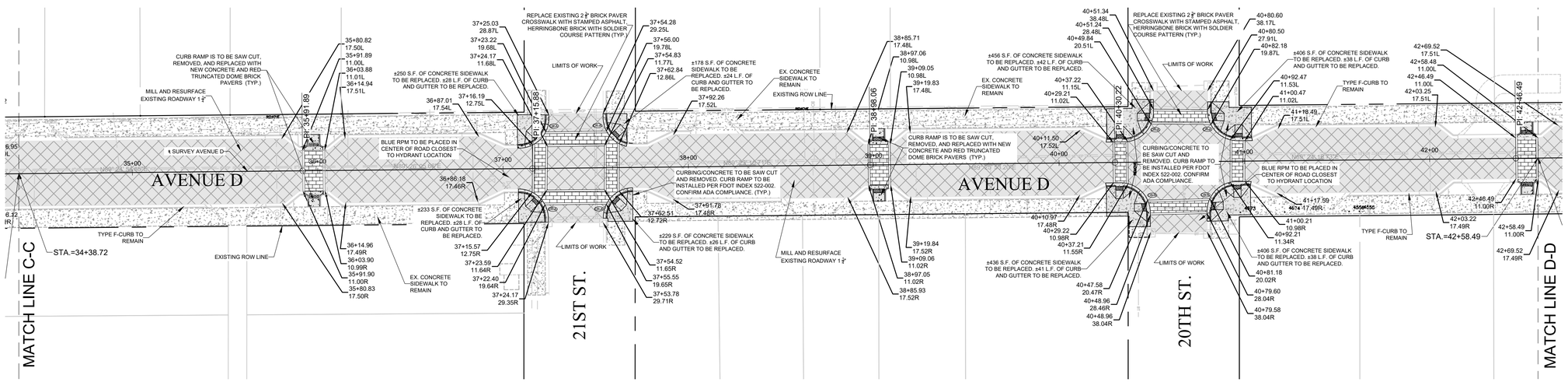
- = STAMPED ASPHALT CROSSWALK (OR BRICK PAVER WHERE NOTED)
- = MILLING AND RE-SURFACING
- = EXISTING CONCRETE
- = CONCRETE/CURBING TO BE REMOVED
- = NEW TRUNCATED DOME BRICK PAVERS
- = CONCRETE TO BE CONSTRUCTED
- = EXISTING POWER POLE



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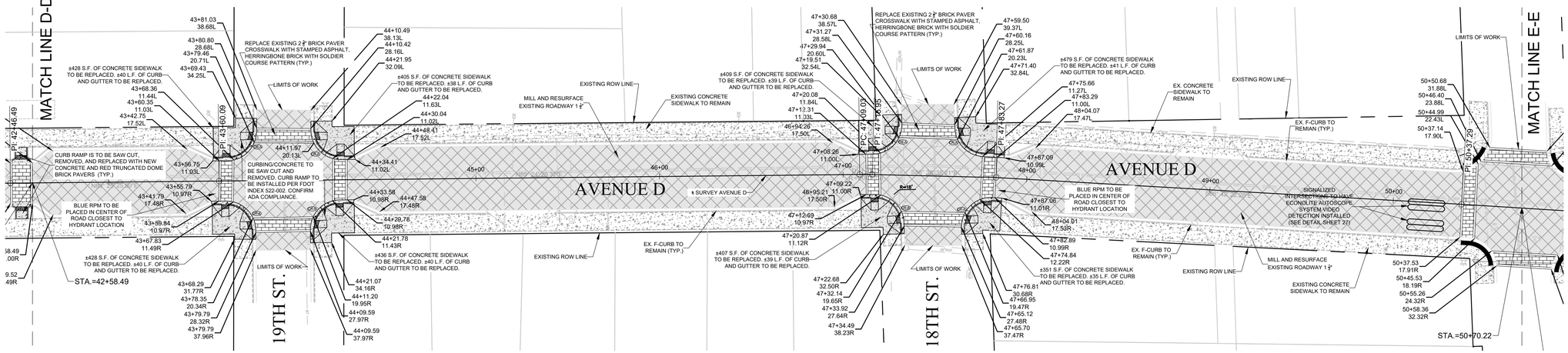

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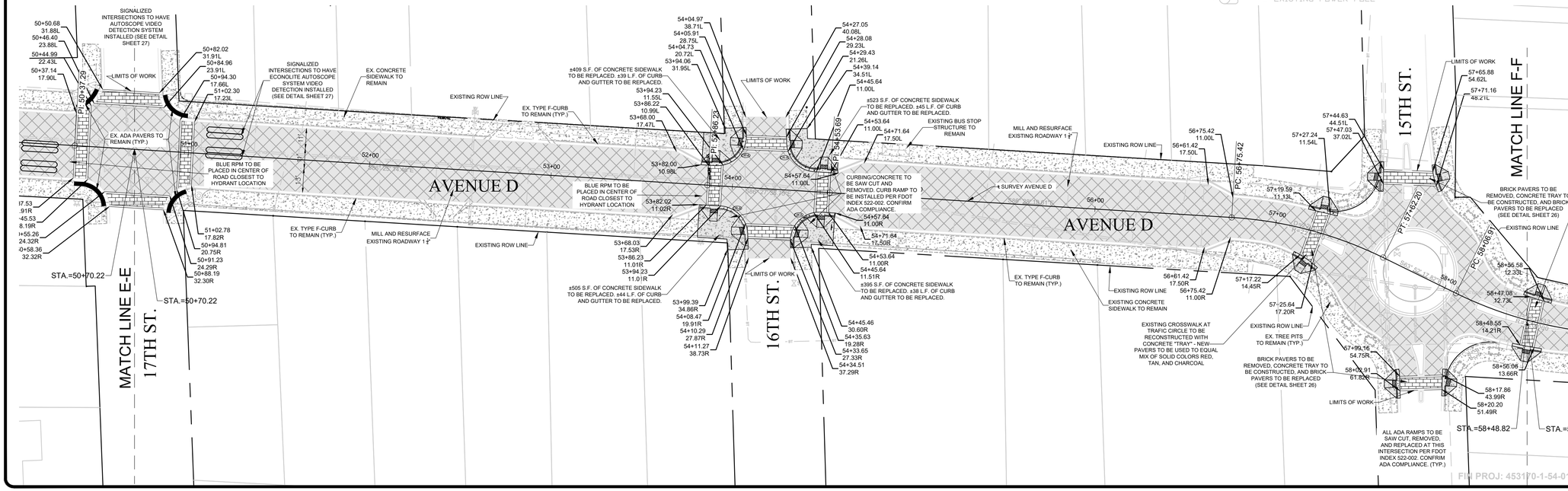

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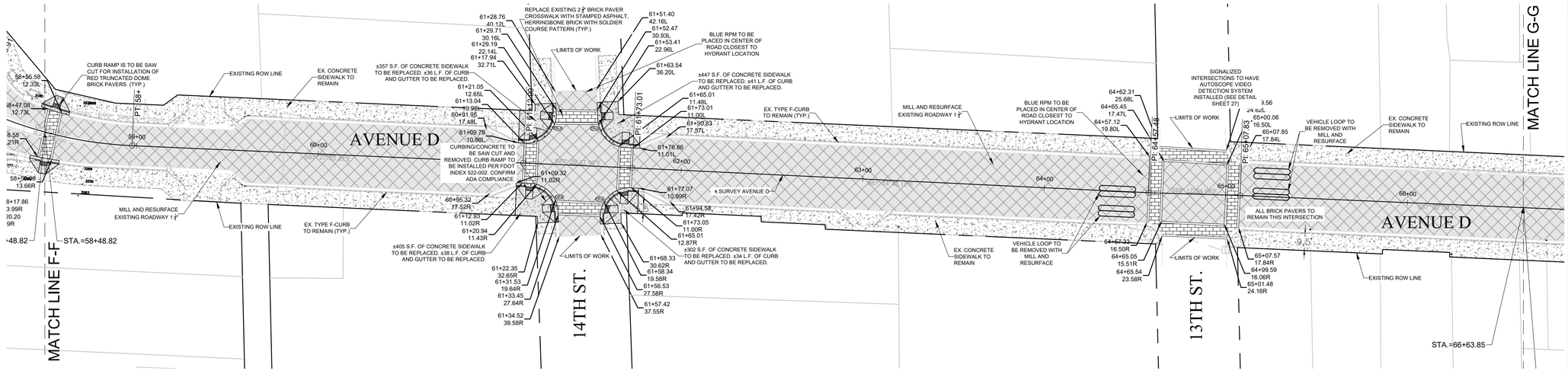

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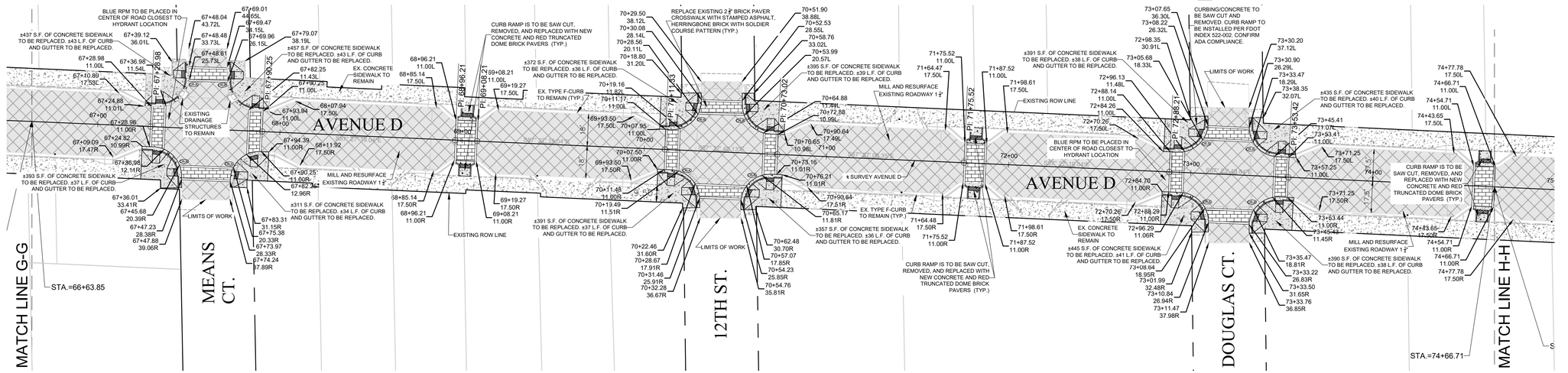

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L.B. CERTIFICATE OF AUTHORIZATION 8098

DESIGNED BY	DRAWN BY	FILENAME	LAYOUT	SCALE	DATE
TMR	TMR	21-498.dwg and 21-498-24.dwg	9, MILL & OVERLAY	AS SHOWN	JANUARY 2023

#	DATE	REVISION COMMENTS

AVENUE D ROAD IMPROVEMENTS
ROADWAY PLANS
29TH TO U.S. 1
FORT PIERCE FLORIDA

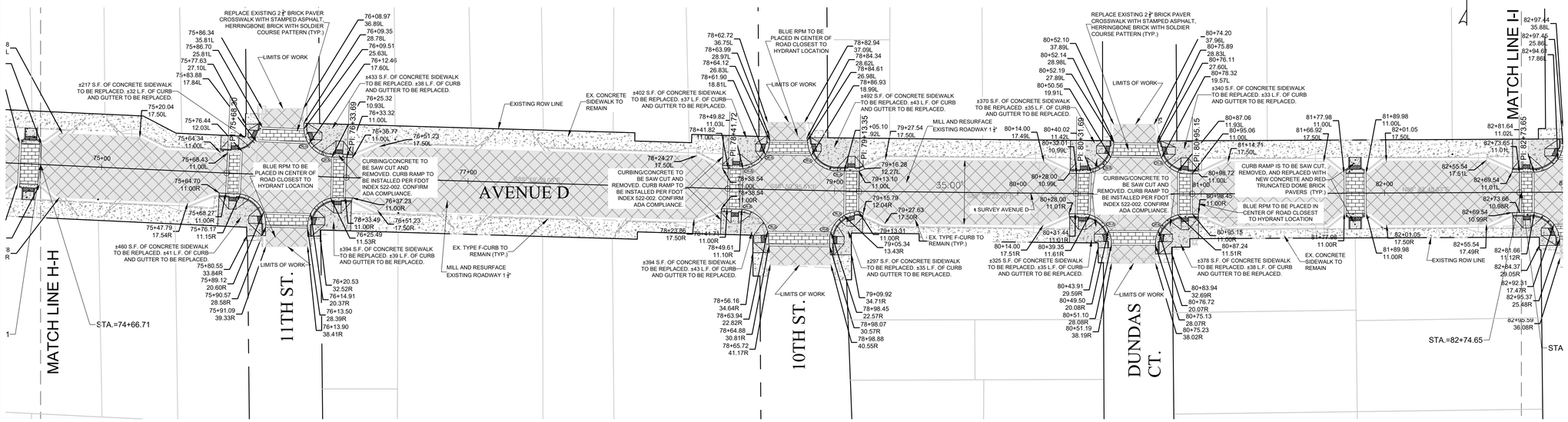
DAVID C. BAGGETT, P.E.(DATE)
#81375
10250 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
772-462-2455

21-498

9 OF 27

VERTICAL DATUM NOTE:
ALL ELEVATION SHOWN HERE REFERENCE THE NORTH AMERICAN VERTICAL DATUM NAVD88.
CONVERSION: NGVD29 = NAVD88 + 1.5

(IN FEET)
1 inch = 30 ft.



CONSTRUCTION NOTE:
1. ALL AREAS WHERE SIDEWALK IS TO BE REMOVED AND REPLACED IS TO BE REMOVED TO THE NEAREST JOINT.
2. CONTRACTOR IS RESPONSIBLE FOR ASSURING ADA/FDOT COMPLIANCE.
3. CONTRACTOR TO DEMO EXISTING DRIVEWAYS TO BE REPLACED AND REPLACE EXCESS AREA WITH SOD.
4. ALL CONCRETE DRIVEWAYS TO BE REPLACED ARE TO BE CONSTRUCTED PER CITY DETAIL ON SHEET 26.
5. ALL CURB RAMPS AND CURBING THAT ARE TO BE REPLACED ARE TO BE SAW CUT FOR INSTILLATION ON NEW CONCRETE CURBING AND ADA RAMPS PER FDOT INDEX 522-002.
6. ALL ADA RAMPS ARE TO UTILIZE RED TRUNCATED DOME BRICK PAVERS UNLESS OTHERWISE SPECIFIED AS SEEN ON SHEET 26.

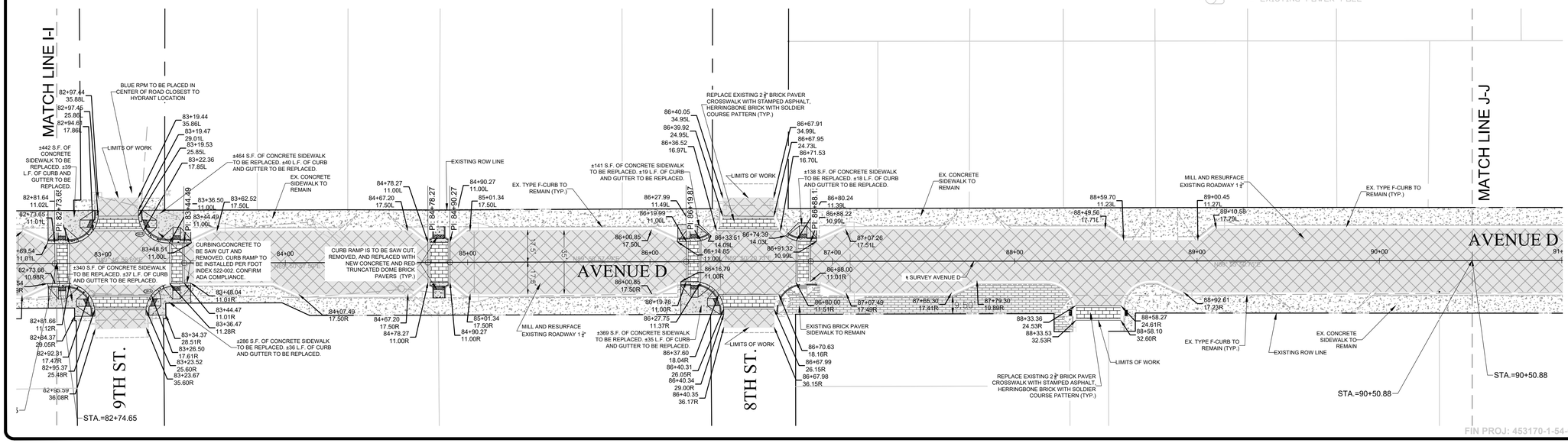
NOTES:

BEARING AND DISTANCES ARE RELATIVE TO THE STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, TRANSVERSE MERCATOR PROJECTION, NORTH AMERICAN DATUM (N.A.D.) 1983 (90 ADJUSTMENT)

SURVEY CONTROL IS FROM PROVIDED BY EDC, INC AND INFORMATION PROVIDED BY CITY OF FORT PIERCE ENGINEERING DEPARTMENT

LEGEND:

- = EXISTING SPOT ELEVATION (NAVD)
- = STAMPED ASPHALT CROSSWALK (OR BRICK PAVER WHERE NOTED)
- = MILLING AND RE-SURFACING
- = EXISTING CONCRETE
- = CONCRETE/CURBING TO BE REMOVED
- = NEW TRUNCATED DOME BRICK PAVERS
- = CONCRETE TO BE CONSTRUCTED
- = EXISTING POWER POLE



FIN PROJ: 453170-1-54-01

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TMR	DRAWN BY
21-498 ave d west 8-28-24.dwg	FILENAME
10. MILL & OVERLAY	LAYOUT
AS SHOWN	SCALE
JANUARY 2023	DATE

REVISION COMMENTS

DATE	#

AVENUE D ROAD IMPROVEMENTS

ROADWAY PLANS
29TH TO U.S. 1

FORT PIERCE FLORIDA

DAVID C. BAGGETT, P.E.(DATE)
#81375
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21-498

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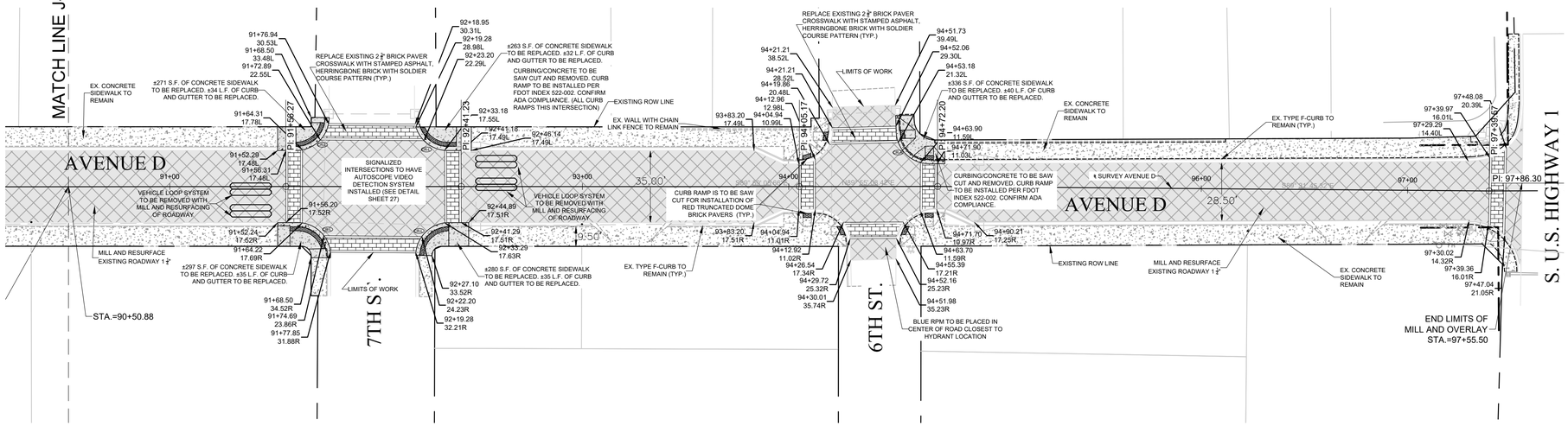

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FIN PROJ: 453170-1-54-01

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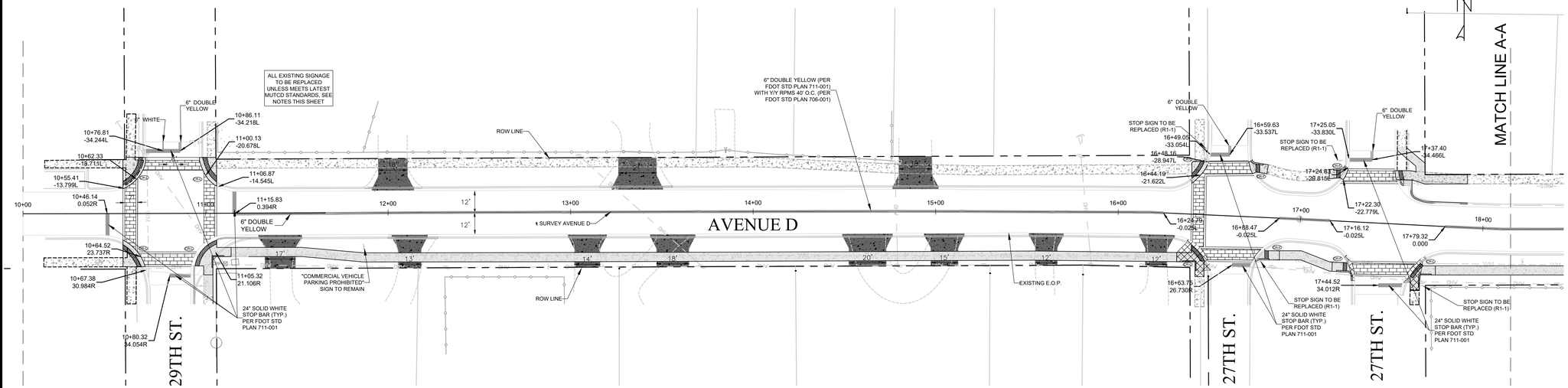
DESIGNED BY	TMR
DRAWN BY	TMR
21-498 ave 2 west 8-28-24.dwg	FILENAME
11. MILL & OVERLAY	LAYOUT
AS SHOWN	SCALE
JANUARY 2023	DATE

#	DATE	REVISION COMMENTS

AVENUE D ROAD IMPROVEMENTS
ROADWAY PLANS
29TH TO U.S. 1
FORT PIERCE FLORIDA

DAVID C. BAGGETT, P.E.(DATE)
#81375
10250 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
772-462-2455

21-498



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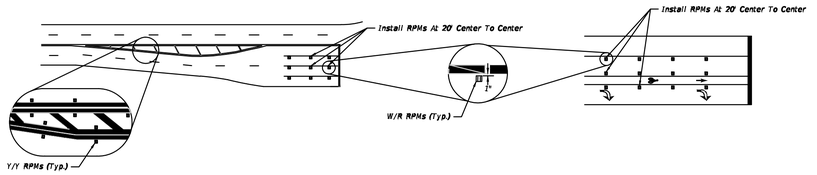

RPM PLACEMENT AT INTERSECTIONS

NOTES:

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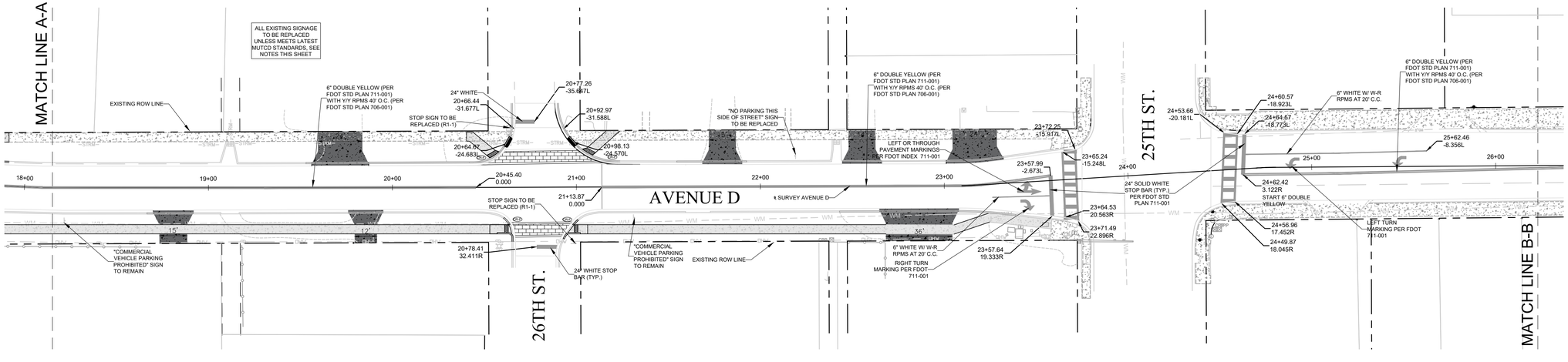

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DESIGNED BY	TMR
DRAWN BY	TMR
FILE NAME	21-498 ave d Level E-sig-24 .dwg
	12 STRIPING AND PAVEMENT MARKINGS
	LAYOUT
SCALE	AS SHOWN
DATE	JANUARY 2023

REVISION COMMENTS

#	DATE

AVENUE D ROAD IMPROVEMENTS

SIGNAGE AND PAVEMENT MARKING PLANS

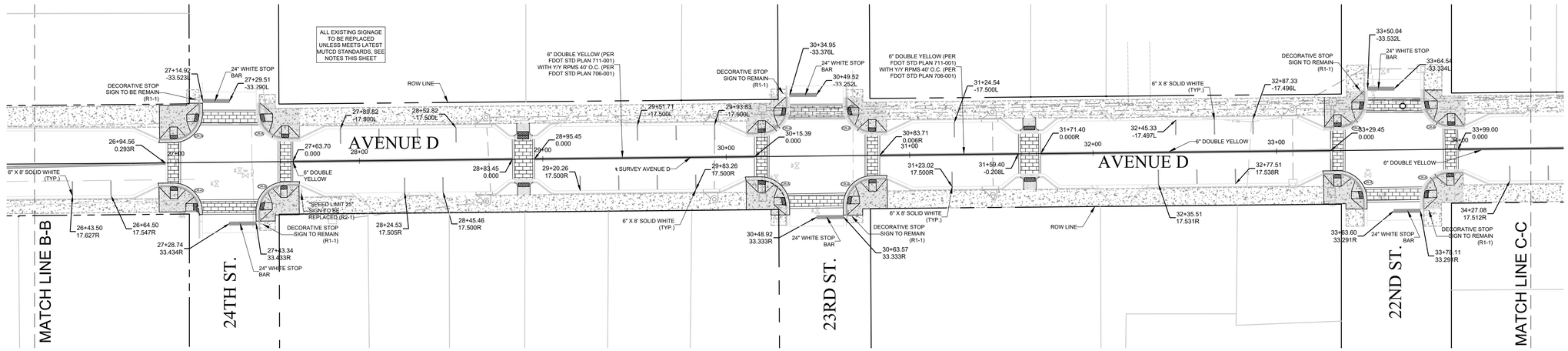
FORT PIERCE FLORIDA

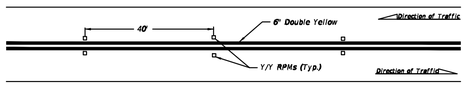
DAVID C. BAGGETT, P.E.(DATE)
#81375
10250 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
772-462-2455

21-498

12 OF 27

FIN PROJ: 453170-1-54-01





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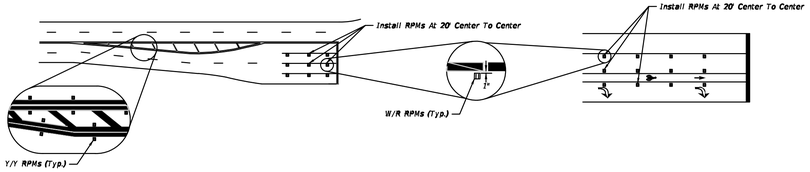

RPM PLACEMENT AT INTERSECTIONS

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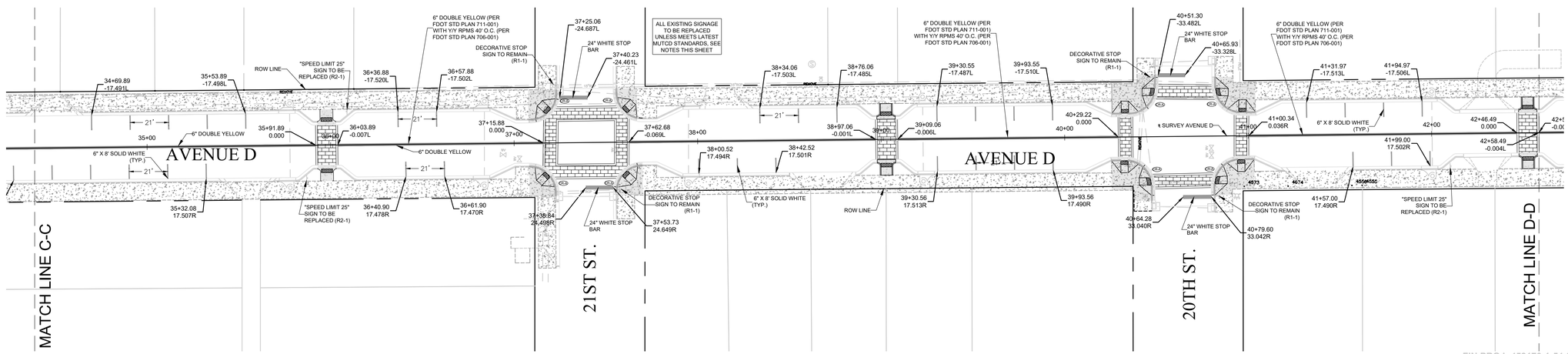

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DRAWN BY: TMR
21-498 ave 2 west 8-28-24.dwg
13 STRIPING AND PAVEMENT MARKINGS 2
LAYOUT
SCALE: AS SHOWN
DATE: JANUARY 2023

#	DATE	REVISION COMMENTS

AVENUE D ROAD IMPROVEMENTS

SIGNAGE AND PAVEMENT MARKING PLANS

FORT PIERCE FLORIDA

DAVID C. BAGGETT, P.E.(DATE)
#81375

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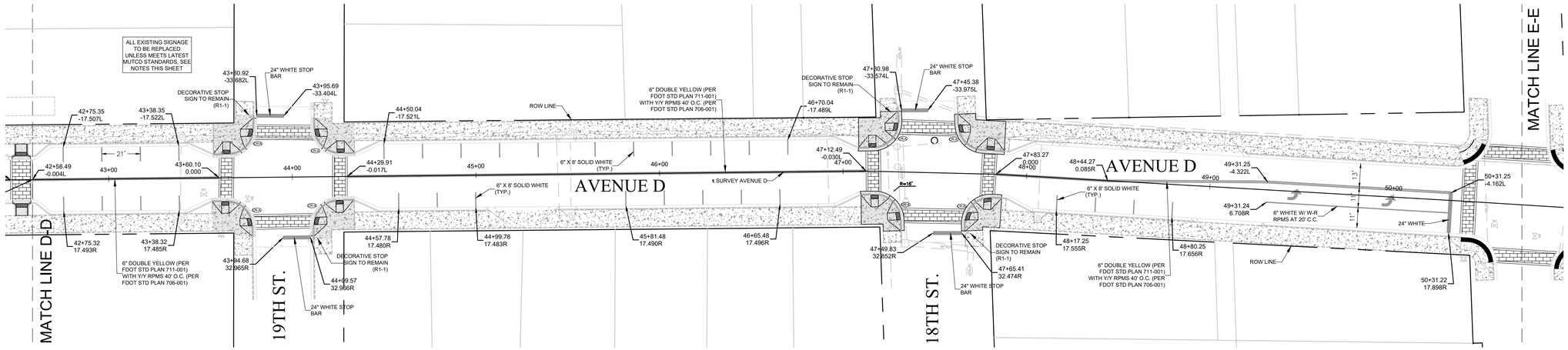
PORT SAINT LUCIE, FL 34987
772-462-2455

21-498

13 OF 27

FIN PROJ: 453170-1-54-01



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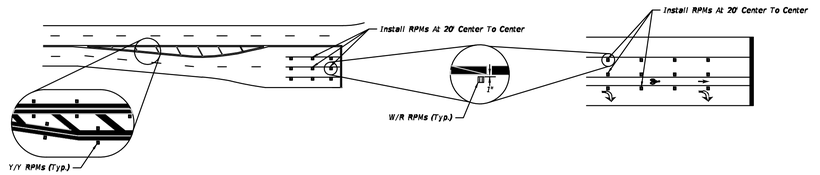
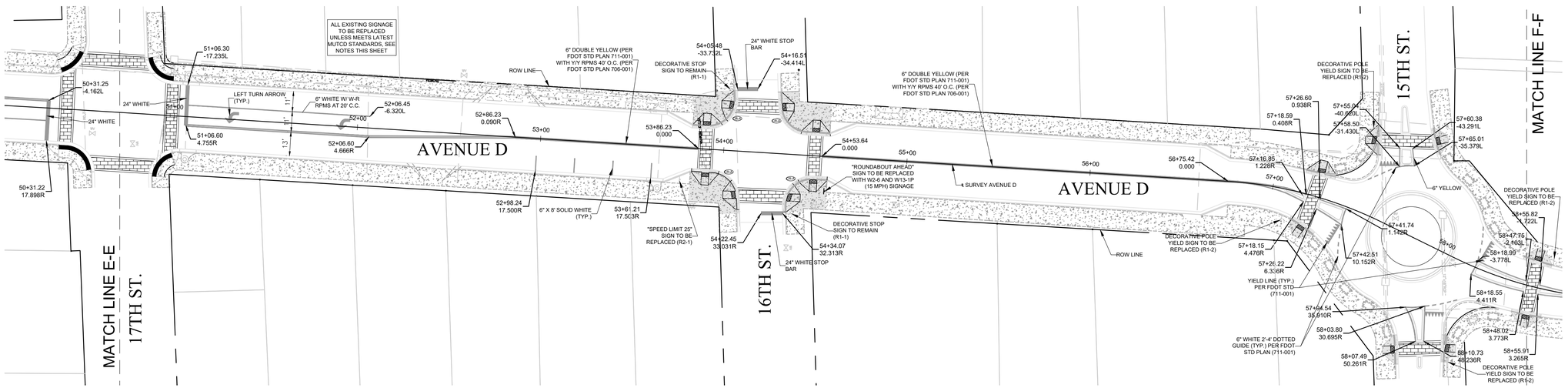


RPM PLACEMENT AT INTERSECTIONS



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TMR — DRAWN BY
21-498 ave D west E-98-24.dwg — FILENAME
14 STRIPING AND PAVEMENT MARKINGS 3 — LAYOUT
AS SHOWN — SCALE
JANUARY 2023 — DATE

#	DATE	REVISION COMMENTS

AVENUE D ROAD IMPROVEMENTS

SIGNAGE AND PAVEMENT MARKING PLANS

FORT PIERCE FLORIDA

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#81375
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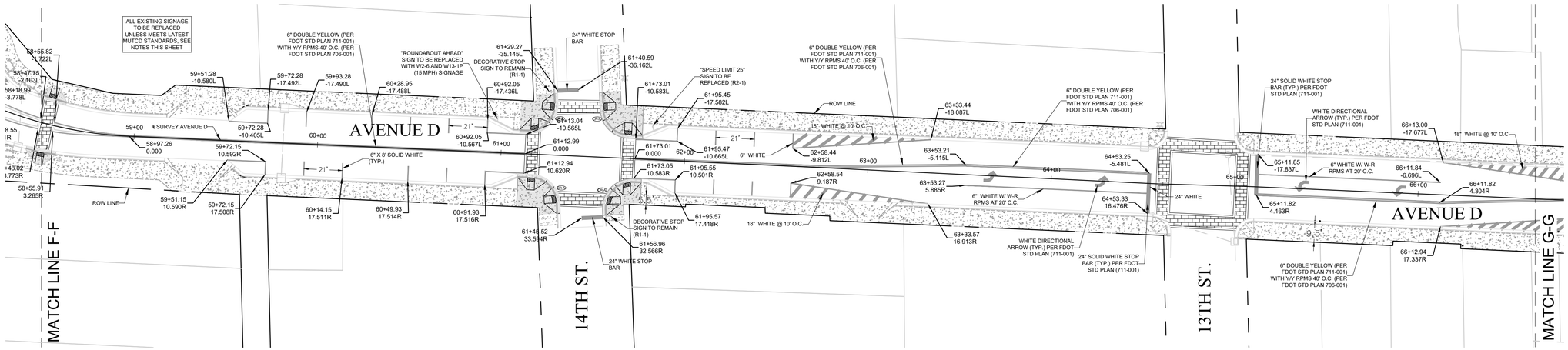
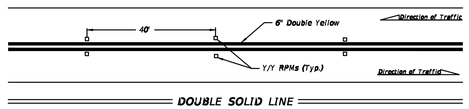
21-498





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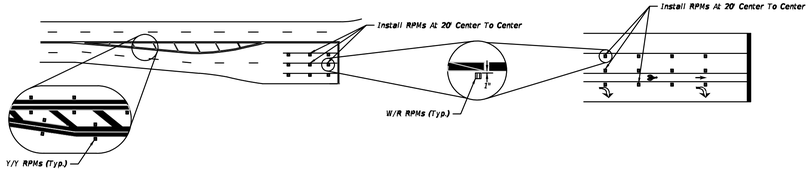

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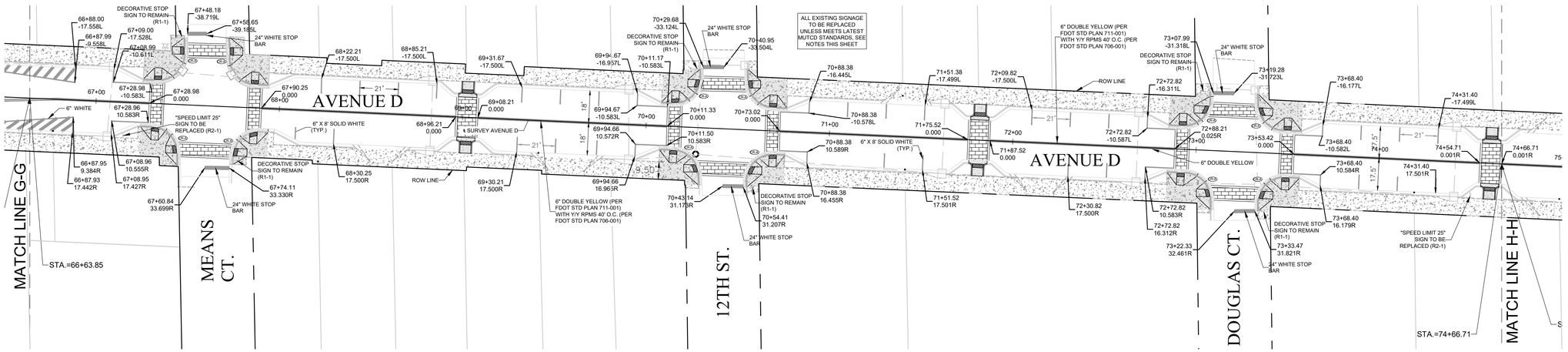

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TMR DESIGNED BY
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21-498 ave d west 8-28-24.dwg FILENAME
15 STRIPING AND PAVEMENT MARKINGS 4 LAYOUT
AS SHOWN SCALE
JANUARY 2023 DATE

REVISION COMMENTS

DATE	#

AVENUE D ROAD IMPROVEMENTS

SIGNAGE AND PAVEMENT MARKING PLANS

FORT PIERCE FLORIDA

DAVID C. BAGGETT, P.E.(DATE)
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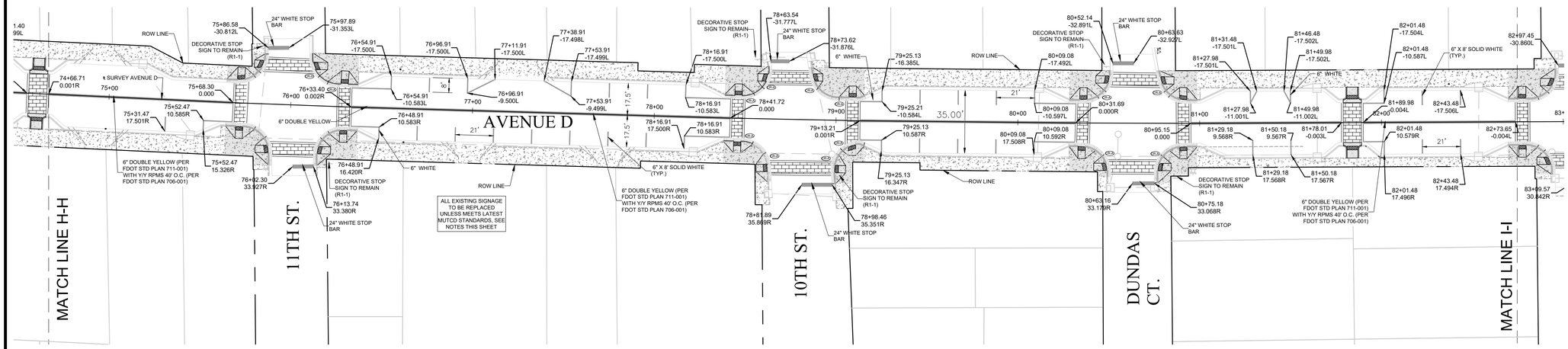

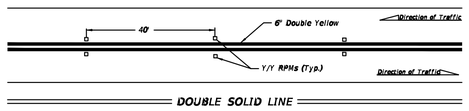

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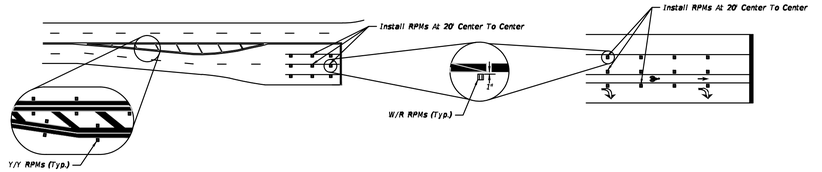

RPM PLACEMENT AT INTERSECTIONS

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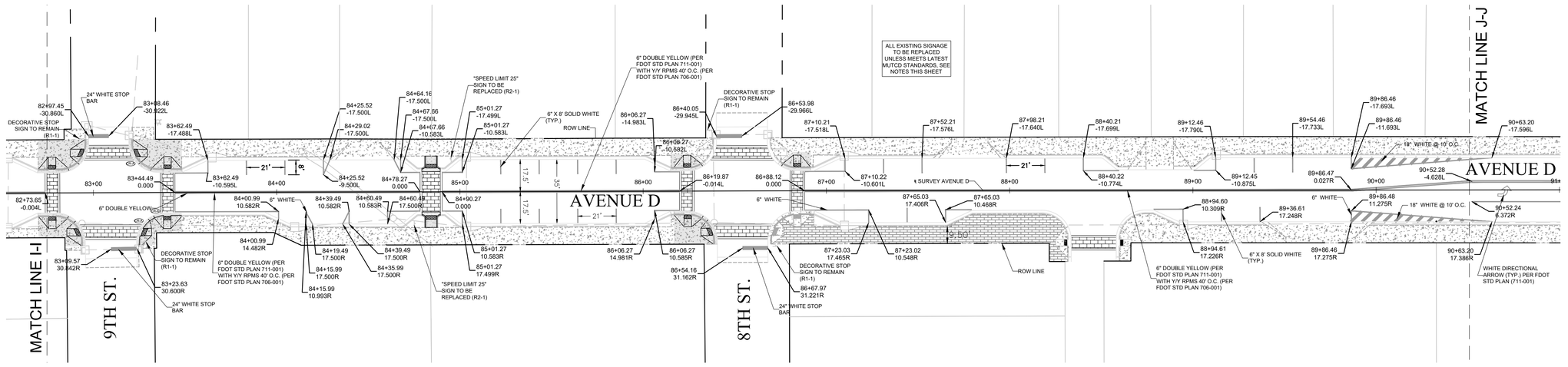

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TMR — DRAWN BY
21-498.dwg (Layout: E-25-24 (Hwy 4)) — FILE NAME
RE STRIPING AND PAVEMENT MARKINGS 5 — LAYOUT
AS SHOWN — SCALE
JANUARY 2023 — DATE

REVISION COMMENTS

#	DATE

AVENUE D ROAD IMPROVEMENTS

SIGNAGE AND PAVEMENT MARKING PLANS

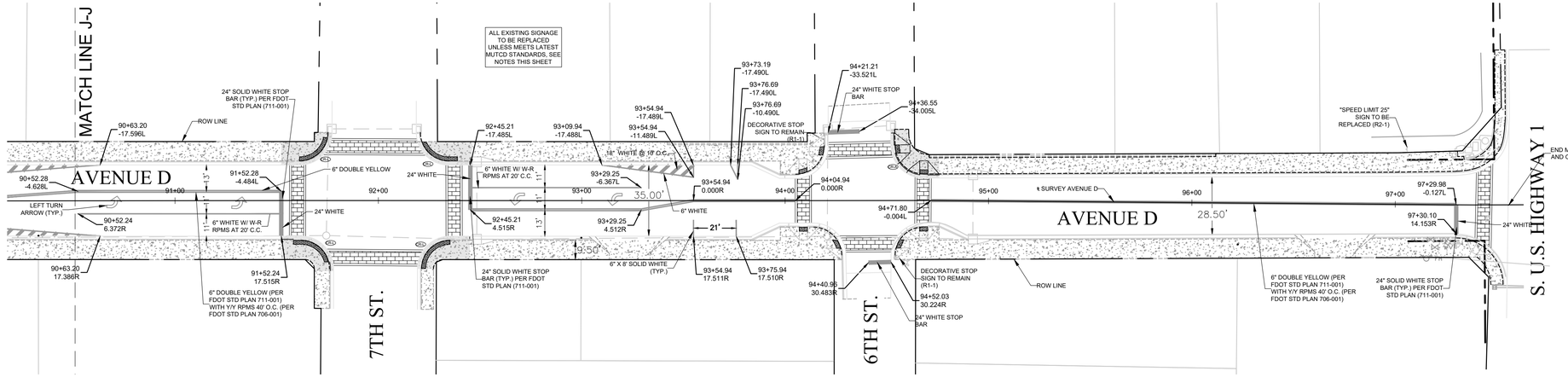
FORT PIERCE FLORIDA

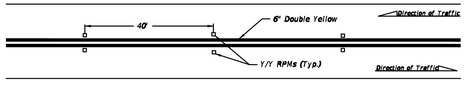
DAVID C. BAGGETT, P.E.(DATE)
#81375
10250 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
772-462-2455

21-498

16 OF 27

FIN PROJ: 453170-1-54-01





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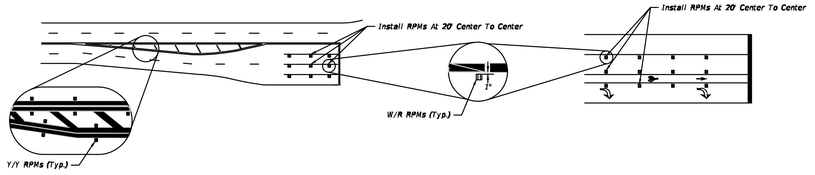

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0 30
(IN FEET)
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L.B. CERTIFICATE OF AUTHORIZATION 8098

DESIGNED BY	TMR
DRAWN BY	TMR
FDOT D4 Level 1 (8-28-24).dwg	FILE NAME
17 STRIPING AND PAVEMENT MARKINGS 6	LAYOUT
AS SHOWN	SCALE
JANUARY 2023	DATE

#	DATE	REVISION COMMENTS

AVENUE D ROAD IMPROVEMENTS

SIGNAGE AND PAVEMENT MARKING PLANS

FORT PIERCE FLORIDA

DAVID C. BAGGETT, P.E.(DATE)
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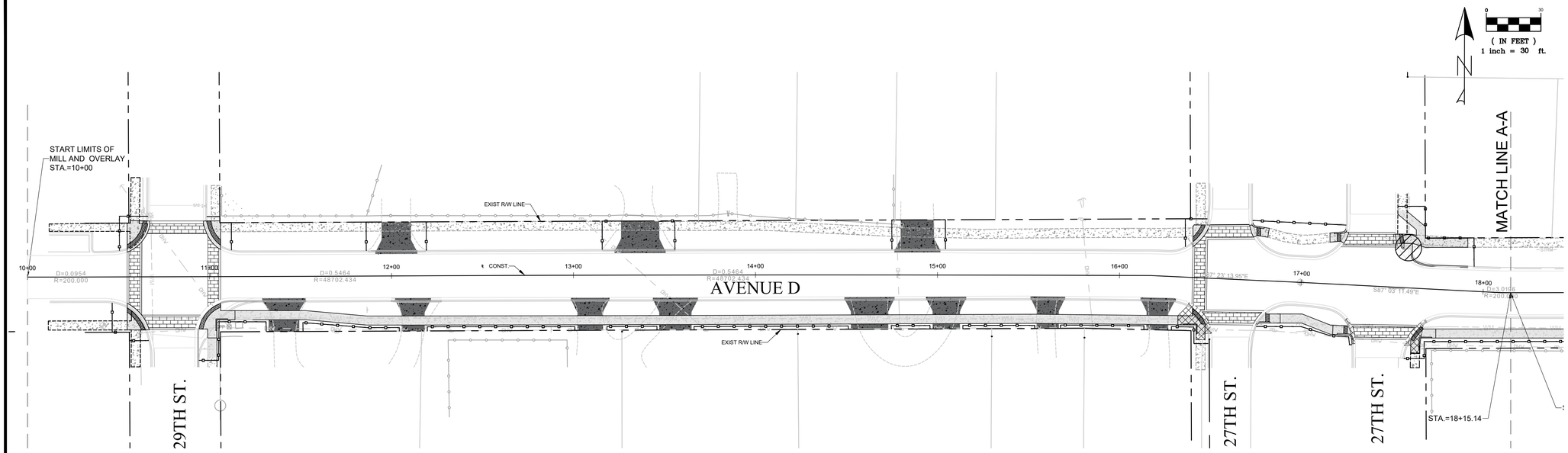
10250 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
772-462-2455

21-498

17 OF 27

FIN PROJ: 453170-1-54-01



* THIS SHEET FOR EROSION AND SEDIMENT CONTROL ONLY

THE CONTRACTOR MAY CHOOSE FROM THE FOLLOWING INLET PROTECTION METHODS:

1. GRAVEL CURB INLET FILTER
2. SILT FENCE INLET PROTECTION
3. CURB INLET SEDIMENT BARRIER
4. CURB & GUTTER SEDIMENT BARRIER
5. GRAVEL BAG CURB SEDIMENT BARRIERS
6. GRAVEL & WIRE MESH DROP INLET SEDIMENT BARRIER

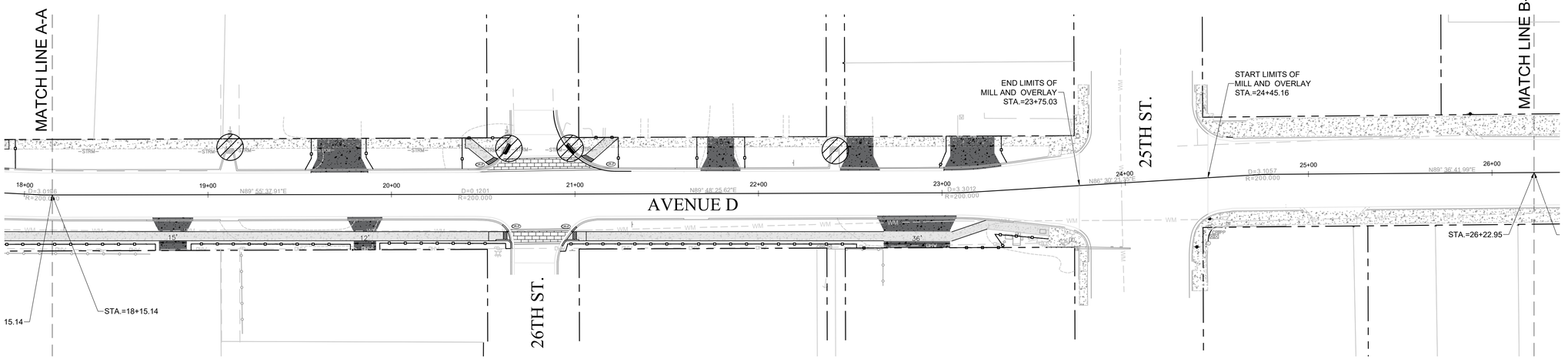
* R/W DEFINES LIMITS OF DISTURBANCE UNLESS OTHERWISE SPECIFIED IN THE PLAN

LEGEND:

= INLET PROTECTION

= TYPE III SILT FENCE

= FLOATING TURBIDITY BARRIER



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F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8098

TMR DESIGNED BY
TMR DRAWN BY
21-498 ave d west 8-28-24.dwg FILENAME
18 EROSION CONTROL PLAN LAYOUT
AS SHOWN SCALE
JANUARY 2023 DATE

REVISION COMMENTS

DATE #

AVENUE D ROAD IMPROVEMENTS

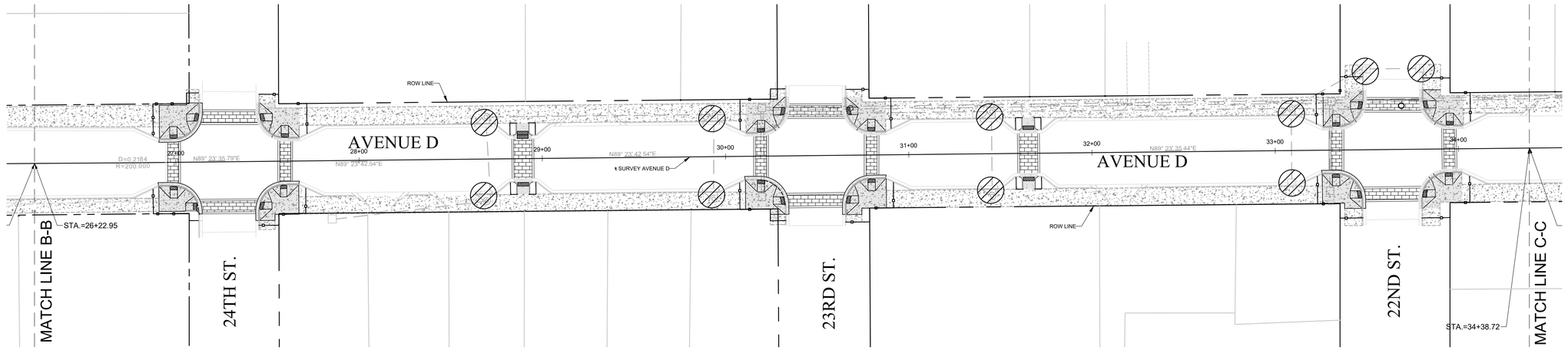
EROSION CONTROL PLANS

FORT PIERCE FLORIDA

DAVID C. BAGGETT, P.E.(DATE)
#81375
10250 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
772-462-2455

21-498

FIN PROJ: 453170-1-54-01



* THIS SHEET FOR EROSION AND SEDIMENT CONTROL ONLY

THE CONTRACTOR MAY CHOOSE FROM THE FOLLOWING INLET PROTECTION METHODS:

1. GRAVEL CURB INLET FILTER
2. SILT FENCE INLET PROTECTION
3. CURB INLET SEDIMENT BARRIER
4. CURB & GUTTER SEDIMENT BARRIER
5. GRAVEL BAG CURB SEDIMENT BARRIERS
6. GRAVEL & WIRE MESH DROP INLET SEDIMENT BARRIER

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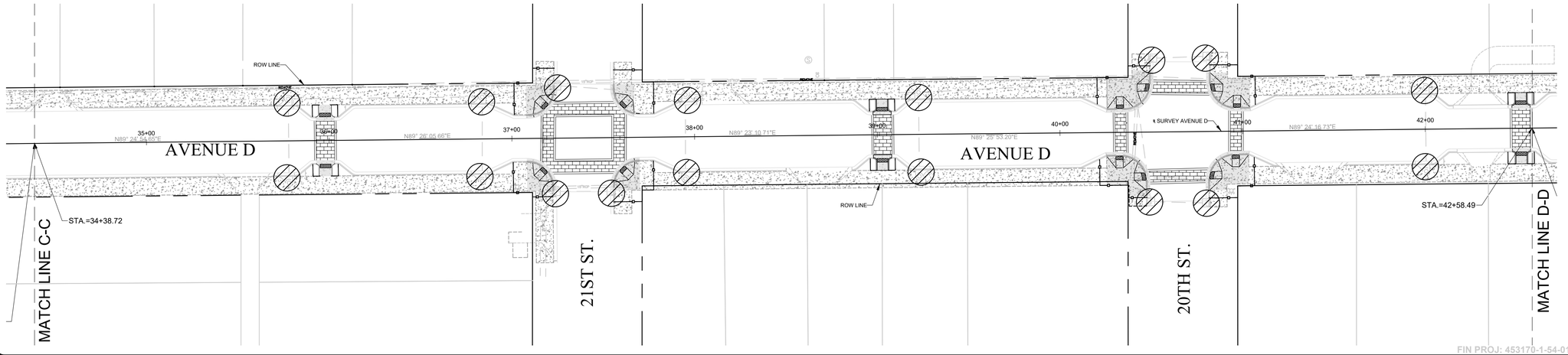

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FILENAME
19 EROSION CONTROL PLAN
LAYOUT
AS SHOWN
SCALE
JANUARY 2023
DATE

REVISION COMMENTS

DATE | #

AVENUE D ROAD IMPROVEMENTS

EROSION CONTROL PLANS

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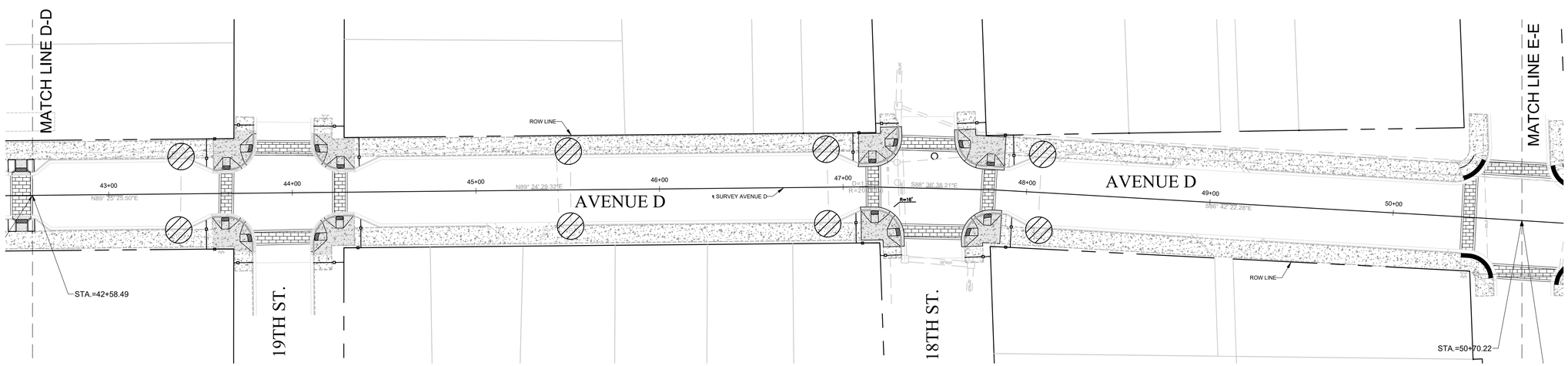

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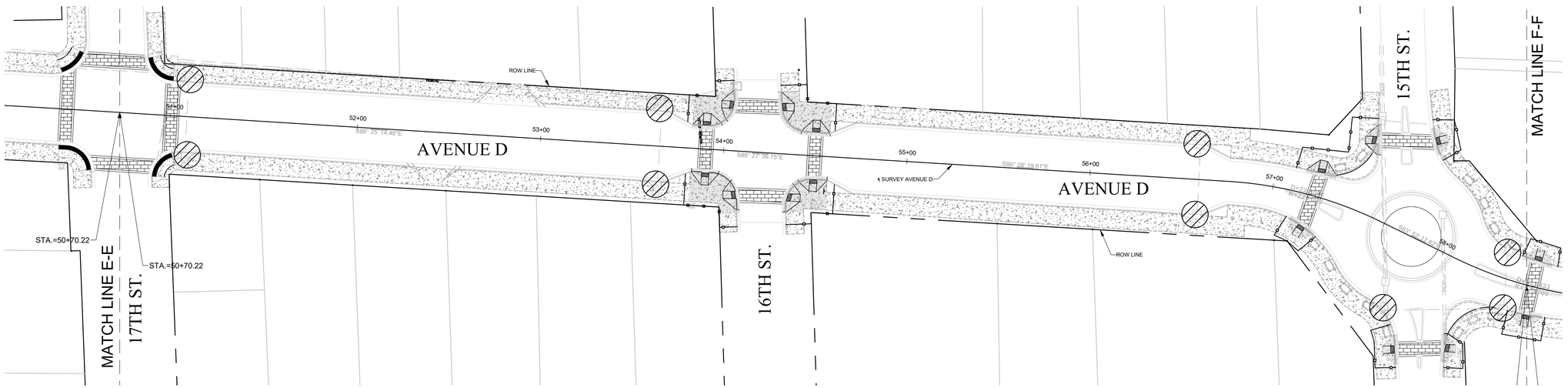

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20 EROSION CONTROL PLAN CONT — LAYOUT
AS SHOWN — SCALE
JANUARY 2023 — DATE

REVISION COMMENTS

#	DATE

AVENUE D ROAD IMPROVEMENTS

EROSION CONTROL PLANS

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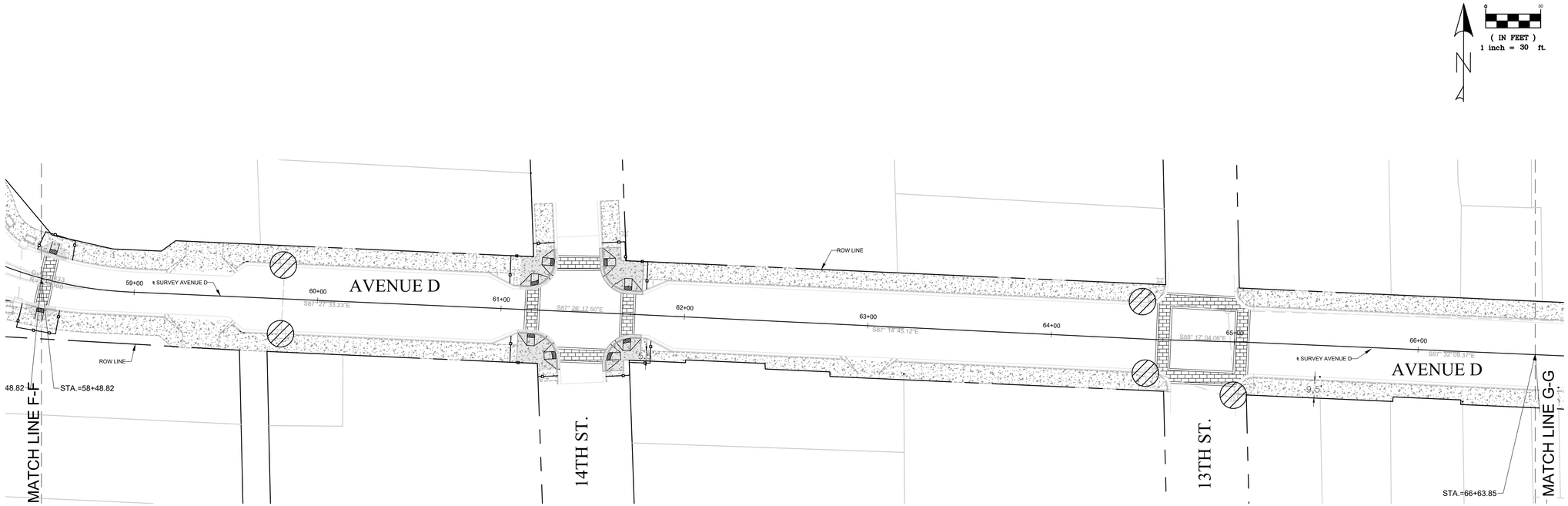

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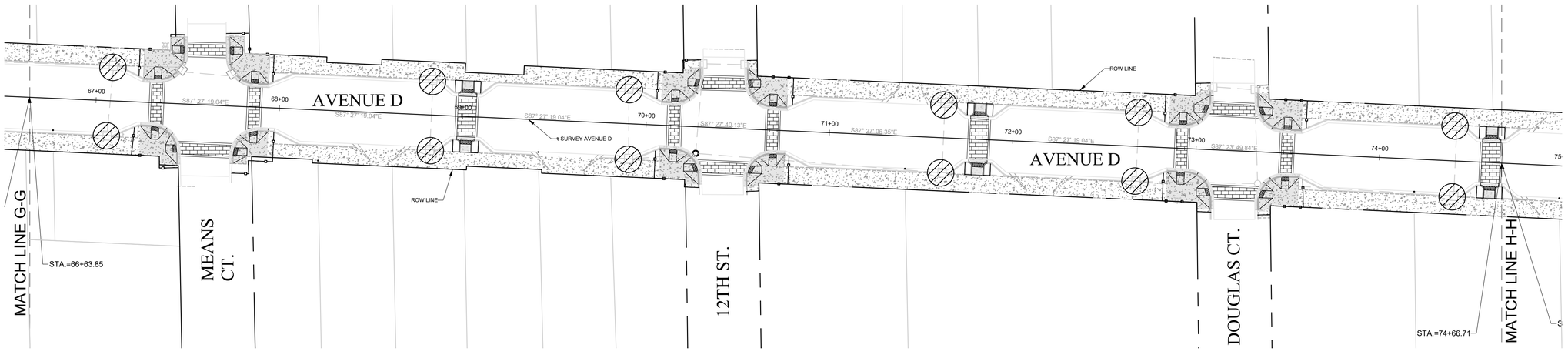

FIN PROJ: 453170-1-54-01

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TMR DESIGNED BY
TMR DRAWN BY
21-498 ave d west 8-28-24.dwg FILENAME
21 EROSION CONTROL PLAN LAYOUT
AS SHOWN SCALE
JANUARY 2023 DATE

REVISION COMMENTS

DATE #

AVENUE D ROAD IMPROVEMENTS

EROSION CONTROL PLANS

FORT PIERCE FLORIDA

DAVID C. BAGGETT, P.E.(DATE)
#81375
10250 SW VILLAGE PARKWAY - SUITE 201
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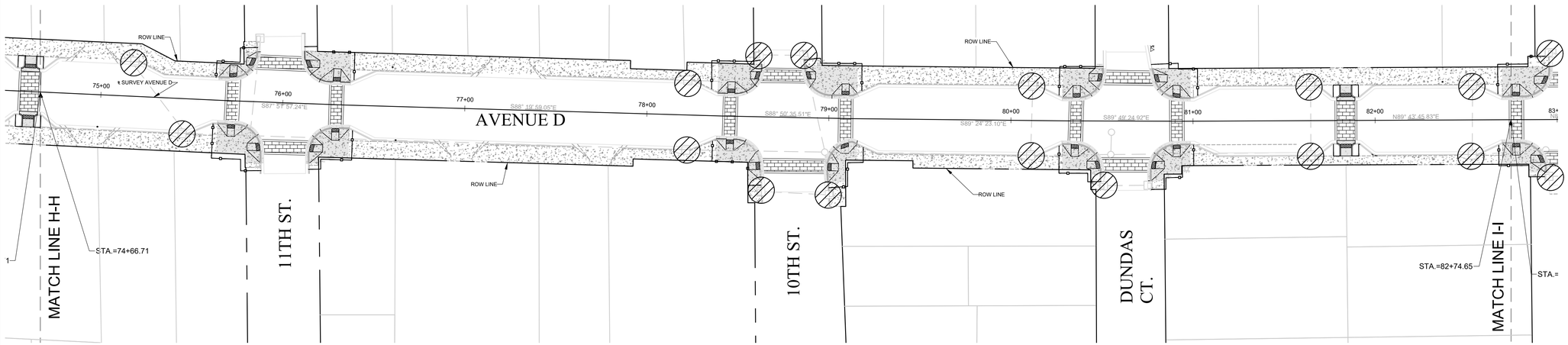
21-498



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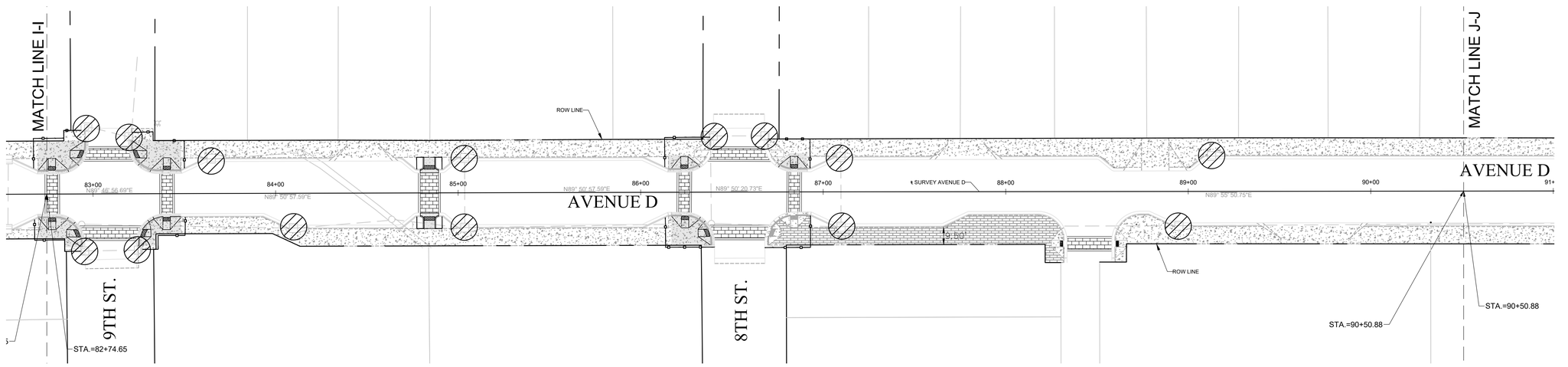

FIN PROJ: 453170-1-54-01

(IN FEET)
1 inch = 30 ft.

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21-498.dwg FILE NAME
22 EROSION CONTROL PLAN
LAYOUT
AS SHOWN SCALE
JANUARY 2023 DATE

#	DATE	REVISION COMMENTS

AVENUE D ROAD IMPROVEMENTS

EROSION CONTROL PLANS

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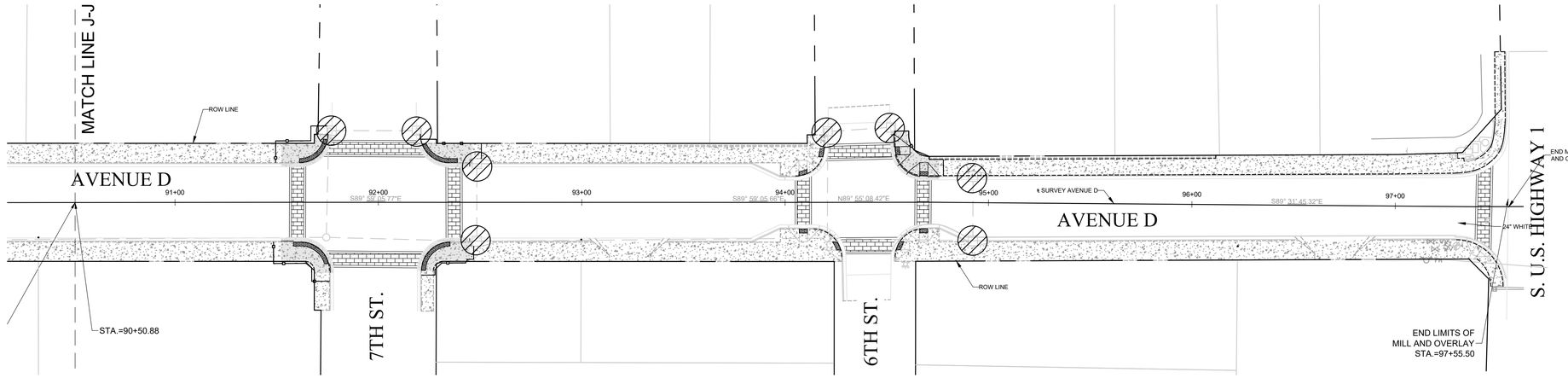
22 OF 27



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N

(IN FEET)
1 inch = 30 ft.

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TMR — DRAWN BY
21-498 ave d west 8-29-24.dwg — FILNAME
23 EROSION CONTROL PLAN — LAYOUT
AS SHOWN — SCALE
JANUARY 2023 — DATE

REVISION COMMENTS

#	DATE

AVENUE D ROAD IMPROVEMENTS

EROSION CONTROL PLANS

FORT PIERCE FLORIDA

DAVID C. BAGGETT, P.E.(DATE)
#81375
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21-498

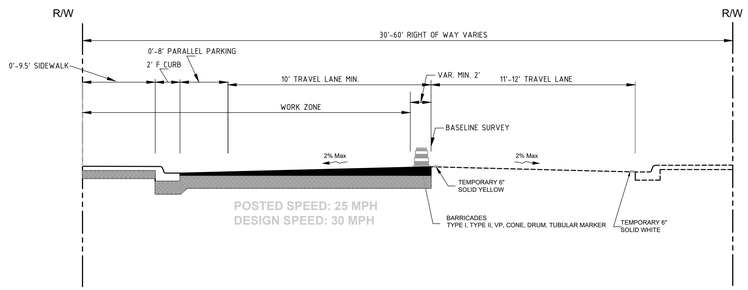
FIN PROJ: 453170-1-54-01

MAINTENANCE OF TRAFFIC GENERAL NOTES:

1. THE FOLLOWING MAINTENANCE OF TRAFFIC DETAILS HAVE BEEN PROVIDED TO GIVE THE CONTRACTOR GENERAL DIRECTION. THE CONTRACTOR SHALL DEVELOP DETAILED TRAFFIC CONTROL PLANS THAT MUST BE APPROVED BY THE CITY PRIOR TO COMMENCEMENTS OF CONSTRUCTION.
2. AT NO TIME SHALL THE CONTRACTOR CLOSE THE ROAD TO THROUGH TRAFFIC WITHOUT PRIOR CONSENT FROM THE CITY.
3. THE CONTRACTOR SHALL CONTACT IN WRITING ALL AFFECTED PROPERTY OWNERS 2 WEEKS PRIOR TO CONTRACTOR IMPLEMENTING ONE WAY TRAFFIC PATTERN.
4. CONTRACTOR SHALL MAINTAIN VARIABLE MESSAGE SIGN (VMS) ALERTING COMMUTERS TO ONE WAY TRAFFIC PATTERN. VMS SHALL BE ACTIVE NO LESS THAN 1 WEEK PRIOR TO TRAFFIC PATTERN MODIFICATION.
5. CONTRACTOR MUST MAINTAIN ACCESS TO ALL BUSINESS AND RESIDENCE AT ALL TIME.
6. MOT MUST BE IN COMPLIANCE WITH FDOT INDEX 102–600 SERIES.
7. PEDESTRIAN WALK WAY MUST FOLLOW FDOT INDEX 102–660 PEDESTRIAN CONTROL FOR CLOSURE OF SIDEWALKS.
8. AT THE END OF EVERYDAY, THE FDOT INDEX 102–600 SHOULDER TREATMENT MUST BE FOLLOWED.

PHASE 1 DESCRIPTION:

- MOT MUST BE IN COMPLIANCE WITH FDOT INDEX 102–600 SERIES,
- ERECT ALL ADVANCE CONSTRUCTION IDENTIFICATION SIGNS AND SET UP DETOUR.
- TRAFFIC TO REMAIN OPEN ON EXISTING ROADWAY IN A ONE WAY DIRECTION. PLACE TEMPORARY STRIPING AND PAVEMENT PER PHASE 1 CONSTRUCTION DETAIL (THIS SHEET).
- ALL EXISTING STRIPING THAT CONFLICTS WITH PROPOSED TEMPORARY STRIPING SHALL BE OBLITERATED.
- MAINTAIN PROPER DRAINAGE DURING CONSTRUCTION BY USING TEMPORARY PUMPING, OR OTHER METHODS APPROVED BY CITY OF FORT PIERCE. SEDIMENT, EROSION, AND INLET PROTECTION SHALL BE MAINTAINED IN ACCORDANCE WITH CONTRACT PLANS.
- PEDESTRIANS WALK WAY MUST FOLLOW FDOT INDEX 102–600 PEDESTRIAN CONTROL FOR CLOSURE OF SIDEWALKS.
- CONSTRUCT SIDEWALKS, CURB AND GUTTER, DRIVEWAYS, AND TURNOUTS PRIOR TO MILL AND OVERLAY OF ASPHALT.
- AT THE END OF EVERYDAY, THE FDOT INDEX 102–600 SHOULDER TREATMENT MUST BE FOLLOWED.



PHASE 1 CONSTRUCTION DETAIL

FIN PROJ: 453170-1-54-01

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21-498 ave d west 8-28-24.dwg FILENAME
24 TRAFFIC CONTROL LAYOUT
AS SHOWN SCALE
JANUARY 2023 DATE

REVISION COMMENTS
DATE #

AVENUE D ROAD IMPROVEMENTS
TRAFFIC CONTROL PLANS
FORT PIERCE FLORIDA

DAVID C. BAGGETT, P.E.(DATE)
#81375
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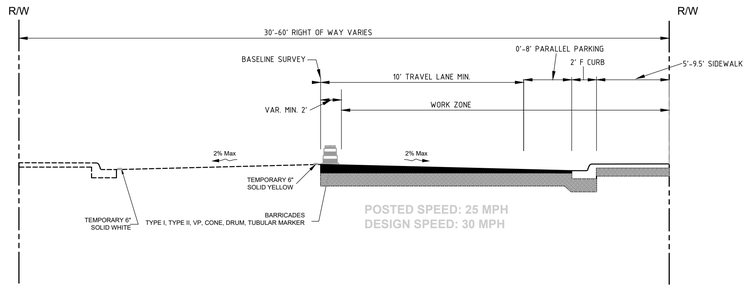
PORT SAINT LUCIE, FL 34987
772-462-2455

21-498

PHASE 2 DESCRIPTION:

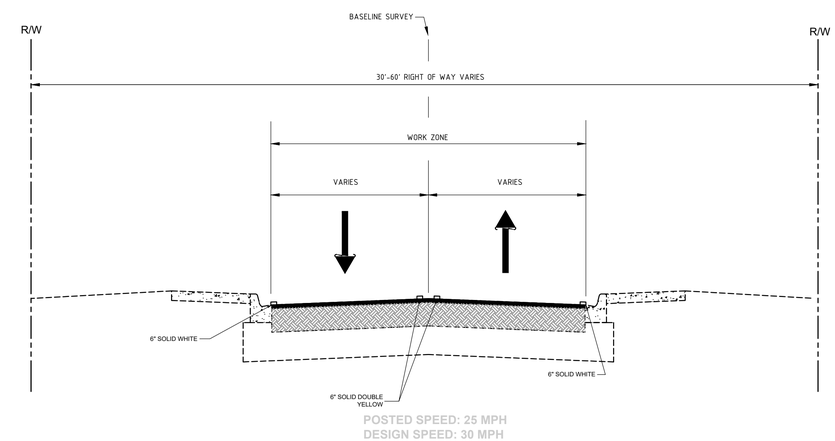
- MOT MUST BE IN COMPLIANCE WITH FDOT INDEX 102–600 SERIES,
- ERECT ALL ADVANCE CONSTRUCTION IDENTIFICATION SIGNS.
- TRAFFIC TO REMAIN OPEN ON EXISTING ROADWAY IN A ONE WAY DIRECTION. PLACE TEMPORARY STRIPING AND PAVEMENT PER PHASE 2 CONSTRUCTION DETAIL (THIS SHEET).
- ALL EXISTING STRIPING THAT CONFLICTS WITH PROPOSED TEMPORARY STRIPING SHALL BE OBLITERATED.
- MAINTAIN PROPER DRAINAGE DURING CONSTRUCTION BY USING TEMPORARY PUMPING, OR OTHER METHODS APPROVED BY CEI. SEDIMENT, EROSION, AND INLET PROTECTION SHALL BE MAINTAINED IN ACCORDANCE WITH CONTRACT PLANS.
- PEDESTRIANS WALK WAY MUST FOLLOW FDOT INDEX 102–660 PEDESTRIAN CONTROL FOR CLOSURE OF SIDEWALKS.
- CONSTRUCT SIDEWALKS, CURB AND GUTTER, DRIVEWAYS, AND TURNOUTS PRIOR TO MILL AND OVERLAY OF ASPHALT.
- AT THE END OF EVERYDAY, THE FDOT INDEX 102–600 SHOULDER TREATMENT MUST BE FOLLOWED.



PHASE 2 CONSTRUCTION DETAIL
N.T.S.

PHASE 3 DESCRIPTION:

- PLACE TEMPORARY STRIPING PER FINAL STRIPING PLAN. ALL EXISTING STRIPING THAT CONFLICTS WITH PROPOSED TEMPORARY STRIPING SHALL BE OBLITERATED.
- AT THE END OF THE ASPHALT CURE PERIOD, PLACE PERMANENT PAVEMENT MARKINGS PER THE FINAL STRIPING PLAN
- COMPLETE FINAL SIGNING AND PAVEMENT MARKINGS, AND OPEN TRAFFIC LANES.



PHASE 3 CONSTRUCTION DETAIL
N.T.S.

FIN PROJ: 453170-1-54-01

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21-498 ave d west 8-28-24.dwg FILENAME
25 TRAFFIC CONTROL CONT LAYOUT
AS SHOWN SCALE
JANUARY 2023 DATE

REVISION COMMENTS
DATE #

AVENUE D ROAD IMPROVEMENTS
TRAFFIC CONTROL PLANS
FORT PIERCE FLORIDA

DAVID C. BAGGETT, P.E.(DATE)
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10250 SW VILLAGE PARKWAY - SUITE 201
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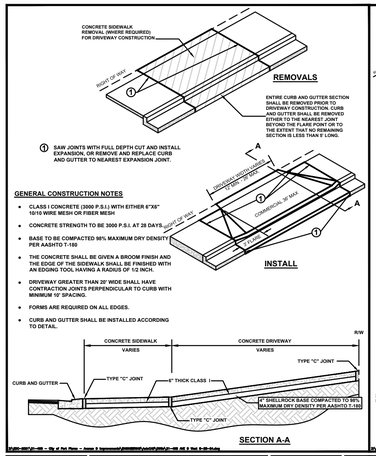

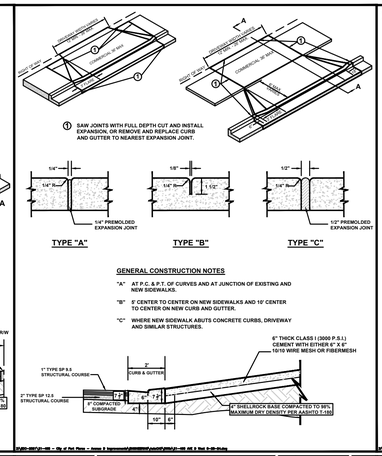

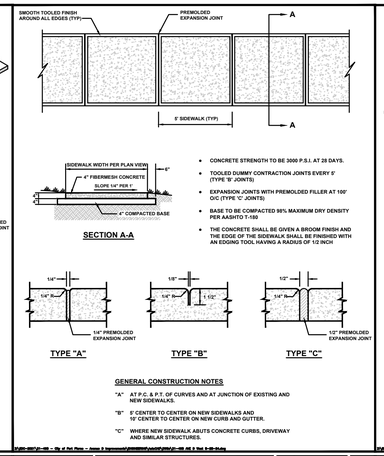

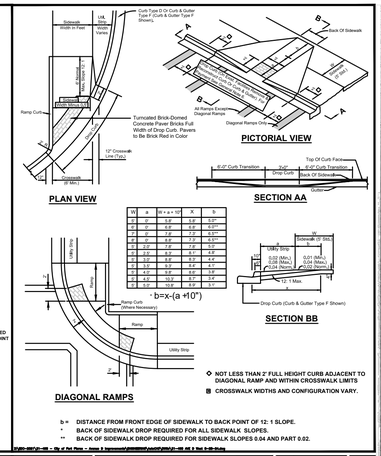

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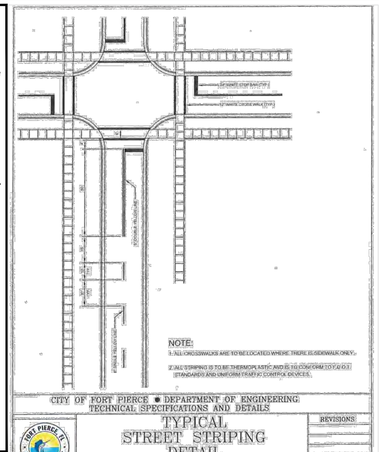
4'	2'-	5.8'	5.0'	5.67'
5'	3'-	6.8'	6.0'	6.67'
6'	4'-	7.8'	7.0'	7.67'
7'	5'-	8.8'	8.0'	8.67'
8'	6'-	9.8'	9.0'	9.67'
9'	7'-	10.8'	10.0'	10.67'
10'	8'-	11.8'	11.0'	11.67'
11'	9'-	12.8'	12.0'	12.67'
12'	10'-	13.8'	13.0'	13.67'



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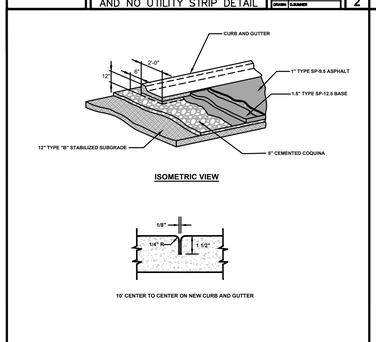
DRAWN BY	TMR
FILENAME	21-498 ave d road 8-28-24.dwg
DETAILS	26
LAYOUT	
SCALE	AS SHOWN
DATE	JANUARY 2023

REVISION COMMENTS | # | DATE

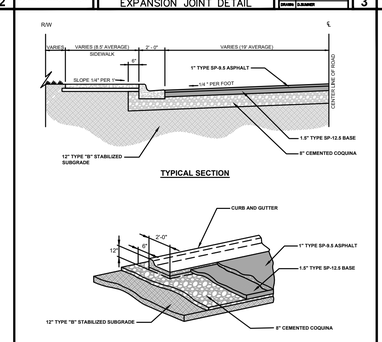
AVENUE D ROAD IMPROVEMENTS

PAVING, GRADING, AND DRAINAGE DETAILS

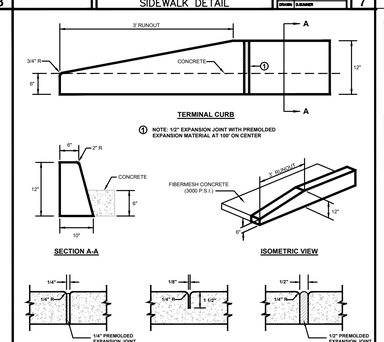
FORT PIERCE FLORIDA



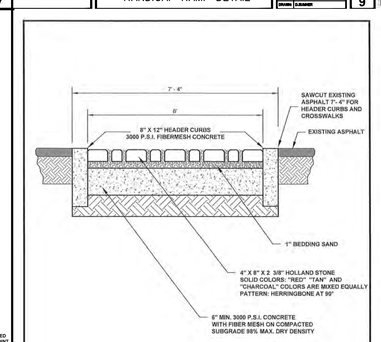
Whitepaving RD Activity Activity No.PI	DRIVEWAY WITH SIDEWALK AND NO UTILITY STRIP DETAIL
DATE	FEBRUARY 2020
SCALE	N.T.S.
DRAWN	S.RANNER
SHEET	2



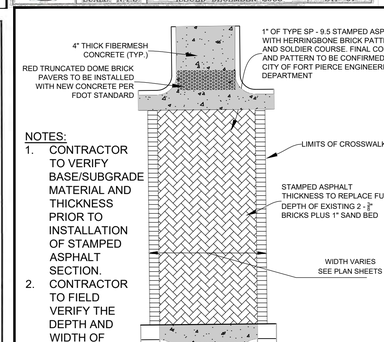
Whitepaving RD Activity Activity No.PI	CONCRETE DRIVEWAY EXPANSION JOINT DETAIL
DATE	FEBRUARY 2020
SCALE	N.T.S.
DRAWN	S.RANNER
SHEET	3

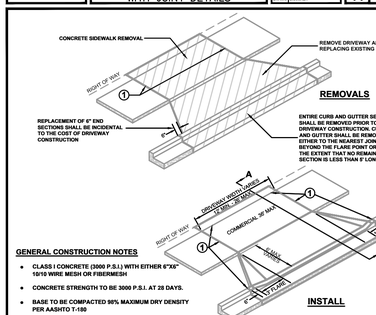


Whitepaving RD Activity Activity No.PI	STANDARD SIDEWALK DETAIL
DATE	FEBRUARY 2020
SCALE	N.T.S.
DRAWN	S.RANNER
SHEET	7

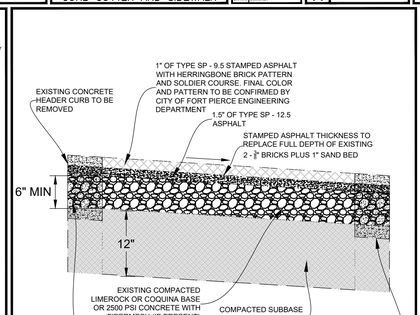


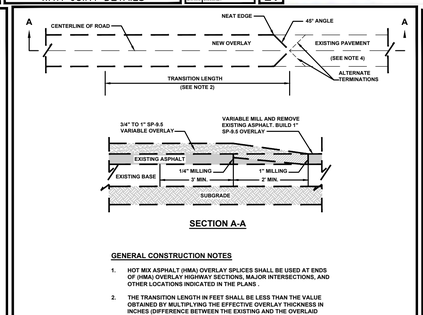
	HANDICAP RAMP DETAIL
DATE	JAN 2020
SCALE	N.T.S.
DRAWN	S.RANNER
SHEET	9



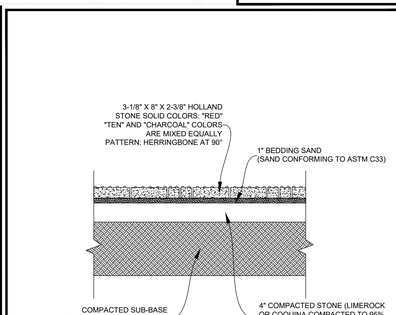


Whitepaving RD Activity Activity No.PI	DRIVEWAY WITH SIDEWALK AND UTILITY STRIP DETAIL
DATE	FEBRUARY 2020
ROAD	N.T.S.
DRAWN	S.RANNER
SHEET	2





Whitepaving RD Activity Activity No.PI	PAVEMENT SPLICE DETAIL
DATE	MAY 2018
SCALE	N.T.S.
DRAWN	S.RANNER
SHEET	?



DAVID C. BAGGETT, P.E.(DATE)
#81375
EDC
10250 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
772-462-2455

21-498

26 OF 27

FIN PROJ: 453170-1-54-01

FDOT APL#660-015-037

Sensors for Traffic Detection

Autoscope® Comm Manager

What, exactly, is a Comm Manager?

The Autoscope Vision Comm Manager is a powerful device facilitating remote and local communication to deployed Autoscope Vision sensors. The Vision Comm Manager supports 3-wire-only branch cable connections for up to 8 sensors, interfaces to the optional Vision I/O 24™ module, as well as full 10/100/1000 Ethernet communication to a local laptop or workstation at the Traffic Management Center (TMC).

Why do agencies use the Comm Manager?

The Vision Comm Manager is quick and easy to install. A single IP address is all that is required to connect the Vision Comm Manager to personnel at the TMC, enabling collection of traffic data and viewing HD video streams, individually or in a quad display. Detection zones may also be created or modified remotely with this simple network architecture.



How does the Comm Manager benefit the driving public?

Power and communications to Autoscope Vision is managed via the Vision Comm Manager. Vision sensors provide high-performance, high definition vehicle detection and bicycle differentiation, using state-of-the-art algorithms to improve safety, reduce vehicle emissions, and mitigate traffic congestion.

Autoscope Comm Manager Datasheet

Econolite Video, Radar, & In-Ground Detection

Description

Power and communication to Vision sensors is conducted via the Vision Comm Manager. The Vision Comm Manager supports SDLC and wired I/O interface for convenient integration to TS1, 170/2070/33x and TS2 cabinets. The robust and proven broadband-over-power cable technology has a remarkable throughput of 70-90 Mb/sec. This is more than sufficient bandwidth to simultaneouly transmit traffic data and multiple streams of HD video.

Applications

Autoscope Vision is capable of concurrently satisfying multiple transportation management objectives:

- *Stop bar vehicle detection*
- *Bicycle detection and differentiation*
- *Advance vehicle detection up to 600 feet from Vision sensor*
- *Traffic data collection*
- *HD video surveillance*

Specifications

- Connectors
  - *Input power: one (1), 3-position compression block*
  - *Output power to Vision sensors: four (4), 3-position compression blocks (up to 2 sensors per block)*
  - *Two (2) USB*
  - *Four (4), 10/100/1000Ethernet: WAN, Maintenance, Expansion, Reserved*
- Communications
  - *Wi-Fi 802.11(b/g/n)*
  - *WAN Ethernet Port 10/100/1000*
  - *Maintenance Ethernet Port 10/100/1000*
  - *Broadband-Over-Power 70-90 Mbps*
- Environmental
  - *-29º F to +165º F (-34º C to +74º C)*
  - *0 to 95% relative humidity, non-condensing*
- Dimensions and Weight
  - *11" x 7" x 2.5" (28 cm x 18 cm x 6 cm)*
  - *2.3lbs (1.04 kg)*
- Video Output
  - *Digital streaming H.264 720p, 30fps*
  - *Variable bitrate selectable 100-5000Kbps*
- Warranty
  - *Three-year factory warranty*
  - *Extended warranty packages available to six years*
- Power
  - *89-265 VAC, 50/60 Hz from the transient-protected side of cabinet*
  - *Minimum 15W typical without sensors*
  - *75 Watts typical with four (4) Vision sensors*
  - *140 Watts Maximum*
  - *2 spare fuses*
  - *High-energy transient surge protection*
- Indicators
  - *Wi-Fi LEDs – active or inactive*
  - *SDLC LEDs – indicate valid data*
  - *Ethernet Port LEDs – indicate speed of network connection*
  - *Power Sensor LED – indicate power to sensor*
  - *Comm Manager LED - indicator for readiness and status*
  - *System Status LED - indicating individual sensor status*
  - *Sensor LINKJACT LED - indicates communication between the Comm Manager and at least 1 Vision sensor*
- Regulatory
  - *NEMA TS2 2003 Compliant*
  - *CE EN 55022*
  - *CE EN 55024*
  - *EN 61000-6-1*
  - *ICES*
  - *FCC Part 15, Class A*

ECONOLITE

1250 N. Tustin Avenue, Anaheim, CA 92807 714-630-3700 · sales@econolite.com · www.econolite.com

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Autoscope® VISION

Accurate. Versatile. Simple.



Autoscope performance is robust and reliable in all lighting conditions.

About Vision™

Video detection and broadband communications technologies continue to help inspire and generate new levels of Intelligent Transportation Systems (ITS) capabilities. This will be even more critical as connected vehicle and Smart City technologies become more prevalent, particularly vehicle-to-infrastructure (V2I) and data analytics. Whether for surveillance, vehicle detection, bicycle detection and differentiation, data collection, or traffic monitoring systems, video detection and broadband communications are increasing ITS performance, cost efficiencies, and access to strategic traffic information - helping transportation professionals improve safety, reduce vehicle emissions, and mitigate traffic congestion.

Building on more than two decades of proven above-ground video detection experience, Autoscope Vision delivers the highest levels of accuracy and performance in an easy-to-use detection solution that supports a variety of traffic management and ITS applications.

At A Glance

- Highest levels of accuracy and performance
- Built-in local WiFi for quick and simple set up
- Program an entire intersection in just minutes
- Easy to install with 3-wires-only
- Simple integration to all traffic cabinets
- High Definition (HD) camera for superior video images

ECONOLITE

Autoscope Vision Datasheet

Econolite Video, Radar, & In-Ground Detection

Description

Autoscope Vision is an integrated camera-processor sensor solution that provides high performance stop bar vehicle detection, bicycle detection and differentiation, advance vehicle detection, traffic data collection, and HD video surveillance. It also supports local WiFi and streaming video to mobile computing devices.

Autoscope Vision utilizes an ITO faceplate heater and hydrophilic coated lens to maintain optimal performance during inclement weather while reducing the frequency of cleaning.

Power and communication to Vision sensors is conducted via the Vision Comm Manager™. Vision Comm Manager supports SDLC and wired I/O interface.

Application

Autoscope Vision is capable of simultaneously satisfying multiple transportation management objectives:

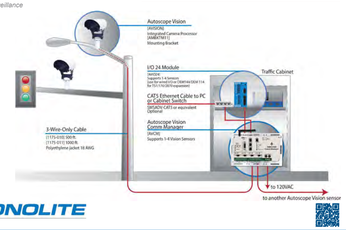
- *Stop bar vehicle detection*
- *Bicycle detection and differentiation*
- *Advance vehicle detection up to 600 feet from Vision sensor*
- *Traffic data collection*
- *HD video surveillance*

Vision Sensor Specifications

Temperature
- -34° C to +60° C (-29° F to 165°F)
- Meets TS2 standards
- Relative humidity of 0 to 95%, non-condensing

Power
- 16W typical, 18W maximum
- 89 to 265 VAC
- 60/50 Hz
- Indium Titanium Oxide (ITO) and hydrophilic faceplate

Dimensions
- H x W x L (with sunshield and bracket): 7" x 5.5" x 22.5" (177.8 mm x 140 mm x 571.5mm)
- 6.5 lbs (2.95 kg)



ECONOLITE

3360 E La Palma Avenue, Anaheim, CA 92806 · 714-630-3700 sales@econolite.com · www.econolite.com

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ENGINEERS & SURVEYORS
ENVIRONMENTAL
10250 VILLAGE PARKWAY
SUITE 201
PORT ST. LUCIE, FL 34987
772-462-2455
www.edc-inc.com

F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8098

DESIGNED BY: TMR
DRAWN BY: TMR
FILENAME: 21-498 ave d road 8-28-24 dwg
LAYOUT: 27 VIDEO DET. DETAILS
SCALE: AS SHOWN
DATE: JANUARY 2023

REVISION COMMENTS | DATE | #

AVENUE D ROAD IMPROVEMENTS
VIDEO DETECTION DETAILS
FORT PIERCE FLORIDA

DAVID C. BAGGETT, P.E.(DATE)
#81375

10250 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
772-462-2455

21-498

27 OF 27

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **INVITATION TO BID** **and** **BIDDER ACKNOWLEDGMENT**
Bid Writer: LaTonya Hubbard, (772) 467-3102	**Bid No: 2025-024**
Mandatory Pre-Bid Conference: 10:00 AM, THURSDAY, MAY 1, 2025	**Bid Title: AVENUE D (29TH STREET TO US 1) ROADWAY RECONSTRUCTION**
Mandatory Pre-Bid Conference Location: CITY HALL, 1ST FLOOR ENGINEERING CONFERENCE ROOM 100 NORTH U.S. #1, FT. PIERCE, FL 34950	**Bid Opening Location:** Purchasing Division Conference Room, Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
Bid Due Date & Time: 3:00 PM, TUESDAY, MAY 20, 2025	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Bidder Name: _____ **Mailing Address:** _____ _____	*I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.* X_____ Authorized Signature (Manual)
City, State, Zip Code:	Typed or Printed Name:
Type of Entity (Select one): Corporation _____ Partnership _____ Proprietorship _____	Title:
Incorporated in the State of: Year:	Delivery in _____days, After Receipt Order
Phone Number:	Payment Terms: Net 30 Days
Fax Number:	FEIN or SS Number:
E-Mail Address:	Local Business: ___Y ___N MWBE: ___Y ___N
Bid Security is attached, when required, in the amount of $ _____ F.O.B. DESTINATION	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

PLEASE COMPLETE AND INCLUDE IN WITH YOUR BID SUBMISSION.

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person** ▶ **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name:_____

Authorized Representative's Name and Title: _____

Address: _____

City:_____ State:_____ Zip Code:_____

Phone Number: _____ Email Address:_____

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By:_____ _____ _____

Authorized Signature | Printed Name and Title | Date

STATE OF FLORIDA
COUNTY OF _____

Sworn (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization

this ____ day of _____, 20____ by _____, who is

☐ personally known or
☐ produced identification (ID produced: _____).

Notary Public Signature: _____ (Seal)

Print Name: _____ My Commission Expires: _____

CITY OF FORT PIERCE BIDDER'S CHECKLIST

This checklist is provided to assist each Bidder in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Bidder to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

Check "Yes" or "No" to each of the following:	**YES**	**NO**
Is Invitation to Bid cover page (page 1) completed, signed and attached?		
Did you include proof of proper insurance as stated in the bid documents?		
Is Bid Response Form completed, signed and attached?		
Did you completed, signed and attached the W-9 Form?		
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.		
Include proof of proper licensing as stated in bid documents.		
Hard Copy Submissions Only: Are the correct copies included? One (1) original and One (1) USB Drive?		
Is each Bid Addendum (when issued) signed and included?		

PLEASE SIGN AND RETURN WITH BID_____

THE CITY OF FORT PIERCE
AVENUE D RESURFACING (N 29TH STREET TO US 1)
BID FORM

NAME OF BIDDER: _____

MAILING ADDRESS: _____

STREET ADDRESS: _____(Zip Code)

PHONE NUMBER: _____

To the: City of Fort Pierce

Pursuant to and in compliance with your notice inviting sealed proposals (Call for Bids), Instructions to Bidders, and the other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the contract, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work, all in strict conformity with the plans and/or details, specifications and other related Contract Documents included herein.

The undersigned Bidder acknowledges receipt of the following Addenda, which have been considered in preparation of this Bid:

No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

The undersigned Bidder agrees that the Work shall be achieve final construction within 180 calendar days according to the schedule and the Notice to Proceed set forth in these Documents.

The undersigned Bidder further agrees to pay liquidated damages as described herein and engineering and field inspection expenses, due to overtime work and avoidable delays, which shall be in addition to such other amounts for actual delay damages.

Bidder has stated all prices in numerals in accordance with Section 11.2 of the Instruction to Bidders in the blank space(s) provided for that purpose. Bidder has completed all portions of the Bid to avoid disqualification.

The undersigned, as Bidder, declares that the Bid is made in good faith; that this proposal is made without collusion with any person, firm, or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute a contract with the City in the form set forth in the Contract Documents;

that he will furnish the Contract Security Insurance Certificates; that he is aware that failure to properly comply with the requirements set out in the INSTRUCTIONS TO BIDDERS and elsewhere in the Contract Documents may result in a finding that the Bidder is non- responsive and a forfeiture of the Bid Security.

The undersigned Bidder agrees to furnish the required bonds and insurance and to enter into a contract within 10 days after receipt of Notice of Award and further agrees to complete the Work within the time period specified in the Notices to Proceed for each individual project.

The undersigned declares that he has had prior experiences in the type of Work required and has the necessary finances, personnel, working organization, and equipment available to execute the proposed Work.

Bids shall only be considered from those Bidders who have obtained these Contract Documents directly from the City either electronically or from Demand Star.

LIST OF MAJOR SUBCONTRACTORS

1. If awarded a contract as a result of this Bid, the major subcontractors used in the prosecution of the Work will be those listed below, and

2. The following list includes all subcontractors who will perform Work, and

3. The Bidder represents that the subcontractors listed below are financially responsible and are qualified to do the Work required, and

4. 50% of Work must be done by the General Contractor's entity.

5. If no major subcontractors are to be used, so state on this form

Work to be Done	Name of Subcontractor	Address

Notice to Proceed shall be issued by the City with the specified Work to be completed as described in Section 8 of the General Conditions, within the number of days stated when each Project Contract Time begins to run as specified in the Notice to Proceed.

Work shall be completed, ready for final payment in accordance with Section 8 and 9 of the General Conditions.

Time is of the essence of this Contract and Contractor recognizes that the City will suffer financial loss if the Work, or portions authorized, is not completed within the number of days stated above. Accordingly, Contractor agrees to pay City the liquidated damages stated in the Agreement for each day after the time specified above that the Work is not complete in accordance with Sections 8 and 9 of the General Conditions and with the Agreement.

These liquidated damages are cumulative and additive and represent a reasonable estimate of City's expenses for extended delays. Furthermore, Contractor agrees to pay City expenses for inspection, engineering services, and administrative costs associated with such delay.

In addition to these amounts, there may be additional other amounts for delay damages incurred by City as a result of delays by Contractor. These actual delay damages will include, but not be limited to, delay damage settlements or awards, penalties, and professional fees incurred in connection with such settlements, awards, or penalties and fines imposed by regulatory agencies, contract damages, and loss of use.

ACCOMPANYING THIS PROPOSAL IS _____
(Insert the word(s) "cashier's check," "bidder's bond," "certified check," or other security as provided by law, as the case may be), in an amount equal to at least 10% of the total amount of the bid, payable to the CITY OF FORT PIERCE the undersigned deposits above-named security as a proposal guarantee and agrees that it shall be forfeited to the City as liquidated damages in case this proposal is accepted by the City and the undersigned fails to execute a contract with the City as specified in the Contract Documents, accompanied by the required payment and faithful performance bonds, with sureties satisfactory to the City, and accompanied by the required certificates of insurance coverage and endorsements. Should the City be required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay City reasonable attorneys' fees and costs (including attorneys' fees and costs on appeals), incurred with or without suit.

The Work shall be performed under a State of Florida Contractor's License. Contract shall not be awarded unless proof of valid license(s) is provided, and license shall be appropriate for the nature of the Work.

The Bidder certifies that the following documents are included in the Bid and are complete:

1. Bid form, list of Addenda received, and authorized signatures.

2. Bid Bond with Power of Attorney attached.

3. Affidavit of Non-Collusion.

4. Trench Safety Act Form.

The Bidder further certifies that he will submit within ten (10) days of notification of the Apparent Successful Bidder:

1. List of Major Subcontractors
2. Payment Bond
3. Performance Bond
4. Agreement
5. Certificates of Insurance

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth below, together with signature(s) of the officer or officers authorized to sign contracts on behalf of the corporation and corporate seal; if bidder is a partnership, the true name of the firm shall be set forth below with the signature(s) of the partner or partners authorized to sign contracts in behalf of the partnership; and if the bidder is an individual, his signature shall be placed below.

Bidder: _____
(Type or Print)

By: _____

Name: _____

Title: _____

Date: _____

(Corporate Seal)

Attest
If Corporation

By: _____
(Signature)

Name: _____

Title: _____

Witnesses: _____
(Signature)

(If partnership
Or individual)_____
(Signature)

Contractor's License (State, Number, Expiration Date, Type of License)

_____

END OF SECTION

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ _____, as Principal, and _____ _____, as Surety, are held and firmly bound unto the City of Fort Pierce, hereinafter called the City, in the penal sum of _____ Dollars ($_____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. The Bid Bond amount shall be ten (10%) percent of the Base Bid amount as entered on the Bid Form.

The condition of this obligation is such that whereas the principal has submitted the accompanying bid dated _____ 2025, for the **AVENUE D RESURFACING (N 29TH STREET TO US 1)**

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period of time set forth in the Contract Documents, and shall within ten (10) calendar days after receipt of the Notice of Award enter into a written contract with the City in accordance with the bid as accepted, and if the Principal shall give the required bonds with good and sufficient sureties for the faithful performance and proper fulfillment of such contract and for the protection of subcontractors, laborers and material men, and if the Principal has provided the required evidence of insurance as set forth in the Contract Documents and complied with the Florida Department of Environmental Protection certifications and requirements, and all other contract provisions, or in the event of withdrawal of said bid within the periods specified, or the failure to enter into said contract, or failure to comply with FDEP requirements, or otherwise, if the Principal shall within sixty (60) days after request by the City to pay to the City the difference between the amount specified in said bid and the amount for which the City may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

It is further agreed that if the City is required to utilize legal counsel to recover on this bond, it may also recover its costs relating thereto, including a reasonable amount for attorneys' fees and costs, including attorneys' fees and costs in appellate proceedings.

(SEE NEXT PAGE FOR SIGNATURES)

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this _____ day of _____, 2025, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESSES
(if individual
or partnership)

_____

_____

PRINCIPAL

_____

By: _____
(Signature)

Name: _____

Title: _____

ATTEST (if corporation)

By: _____
(Signature)

Name: _____

Title: _____
(Corporate Seal)

SURETY

_____

By: _____
(Signature)

Name: _____

Title: _____

(Surety Seal)

Attach a certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Bid Bond on behalf of Surety.

Any Claims under this bond may be addressed to:

Name of Surety _____

Mailing Address _____

Street Address _____

Name and Mailing and Street _____

Address of Agent or _____

Representative in Florida _____

(if different than above) _____

_____

_____

_____

Telephone Number of Surety _____

and Agent or Representative _____

in Florida _____

END OF SECTION

BIDDER'S QUALIFICATIONS QUESTIONNAIRE

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires. Qualifications Questionnaire must be submitted with the Proposal.

1. Name of Bidder.

2. Permanent Main Office address.

3. When organized?

4. If a corporation, where incorporated?

5. How many years have you been engaged in construction under this present firm or trade name?

6. Contracts on hand: (Schedule of these, showing gross amount of each contract and the appropriate anticipated dates of completion.)

7. General character of work performed by you.

8. Have you ever failed to complete any work awarded to you? If so, where and why?

9. Have you ever defaulted on a contract? If so, where and why?

10. List the more important contracts recently completed by you, stating approximate gross costs of each and the month and year completed. Include the name and telephone number of contact in company for which you provided work.

11. List your major equipment available for this contract.

12. Experience in general construction work similar in scope to this project. (If additional space is needed or required, it may be attached to this sheet.)

13. Background and experience of the principal members of your company, including the officers.

14. Give bank reference.

15. You will furnish a detailed financial statement and, upon request, any other information that may be required by the City of Fort Pierce.

16. The Undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Fort Pierce in the County of St. Lucie in verification of the recitals comprising this Bidder's Qualifications Questionnaire.

Dated at _____this _____day of _____2025

Contractor:

_____

By_____

_____
(Name & Title)

County of _____

State of _____

_____, being duly sworn, deposes and says that he is _____ of _____, and that the answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed and sworn to before me this _____day of _____, 2025.

_____
Notary Public

My Commission Expires:

_____ (Seal)

END OF SECTION

NON-COLLUSION AFFIDAVIT

STATE OF_____

COUNTY OF _____

_____, being first duly sworn, deposes and says:

That he/she is _____
(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

_____
(Firm Name)

By: _____

Title:_____

Subscribed and sworn to before me this _____

day of _____, 2025

_____
Notary Public

My Commission expires: (Seal)

_____

END OF SECTION

PUBLIC ENTITY CRIMES AFFIDAVIT

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid No. 2025-024 Avenue D Resurfacing (N 29th Street to US 1).

2. This sworn statement is submitted by _____ _____(name of entity submitting sworn statement) whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is_____ _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. My name is _____my relationship to the entity (please print name of individual signing) named above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   1. A predecessor or successor of a person convicted of a public entity crime: or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The

term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima tacie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement.
(Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list.
(Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate has not been placed on the convicted vendor list.
(Please describe any action taken by or pending with the Department of General Services.)

Signature: _____

Date: _____

STATE OF_____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this _____ day of _____, 2025.

NOTARY PUBLIC SEAL:

My commission expires:_____

END OF SECTION

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors, exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE: _____ , 2025

Official Address
(Including Zip Code):

By:_____

_____

_____
(Title)

_____

END OF SECTION

TRENCH SAFETY ACT COMPLIANCE STATEMENT
BID NO. 2025-024

Instructions:

Chapter 90-96 of the Laws of Florida requires all contractors engaged by the City of Fort Pierce to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective contractors are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

Certification:

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:

   _____ Dollars
   (Written)

   _____
   (Figures)

3. The amount listed above has been included within the Base Bid.

   Certified: _____
   (Company-Contractor)
   By: _____
   (President's Signature)

   _____
   (President's Typed or Printed Name)

Notarization:

Sworn to and subscribed before me in _____ County, Florida

on the _____ day of _____, 4

Notary Public: _____ (affix seal) My Commission Expires: _____

END OF SECTION

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace thorough implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____
Proposer's Signature

_____
Date

END OF SECTION

BID RESPONSE FORM
AVENUE D RESURFACING (N 29TH STREET TO US 1)
(May 20, 2025)

Item No	Description	Unit	QTY	Unit Price	Amount
101-1A	Mobilization/Permits	LS	1		
101-1B	Geotechnical and Materials Testing	LS	1		
102-1A	Maintenance of Traffic	LS	1		
104-1A	Erosion and Sediment Prevention Devices	LS	1		
110-4A	Removal of Existing Concrete	SY	5,795		
160-4	Type B Stabilization (12" Thick)	SY	3,100		
285-701	Optional Base, Base Group 01 (LBR 100)	SY	650		
285-706	Optional Base, Base Group 06 (LBR 100)	SY	1,985		
327-70-12	Milling Exist Asphalt Pavement, 1 1/4" Avg Depth	SY	32,750		
334-1-13	Superpave Asphaltic Concrete Traffic C (Overlay)	TN	2,200		
425-1-201	Inlets, Curb, Type 9, <10'	EA	2		
520-1-10	Concrete Curb and Gutter, Type F	LF	3,900		
522-1	Concrete Sidewalk and Driveways 4" Thick	SY	4,050		
522-2	Concrete Sidewalk and Driveways 6" Thick	SY	650		
526-1-2	Pavers, Architectural, Sidewalk	SF	17,096		
527-2	Detectable Warnings	SF	1,850		
660-4-12	Vehicle Detection System - Video, F&I Above Ground System	EA	4		
700-1-11	Single Post Sign, F&I, Ground Mount, Up to 12 SF	EA	24		
700-1-60	Single Post Sign, Remove	EA	24		
706-1-3	Raised Pavement Marker, Type B	EA	380		
700-4-125A	Overhead Static Sign Structure, F&I, Span (51-100 FT)	EA	1		
711-11-123	Thermoplastic, Standard, White, Solid 12" (Crosswalks)	LF			
711-11-125	Thermoplastic, Standard, White, Solid 24" (Stop Line)	LF	810		
711-11-170	Thermoplastic, Standard, White, Arrow	EA	24		
711-11-180	Thermoplastic, Standard, White, Yield Line	LF	60		
711-15-101	Thermoplastic, Standard, White, Solid 6" Longitudinal Lines	LF			
711-15-131	Thermoplastic, Standard, White, Skip 6" 10-30 Skip	LF			
711-15-201	Thermoplastic, Standard, Yellow, Solid 6" Longitudinal Lines	LF			
SUB TOTAL OF ITEMS					
10% CONTINGENCY					
TOTAL FINAL BID					

SUBSTITUTION SHEET
FORT PIERCE, FLORIDA

PROJECT TITLE: AVENUE D RESURFACING (N 29TH STREET TO US 1)

BID NO. 2025-024

SUBSTITUTION SHEET

DESCRIPTION OR BID ITEM NO.	MAKE SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$

CONTRACTOR VERIFICATION FORM

FORT PIERCE, FLORIDA
SEALED BID NO. 2025-024

PROJECT TITLE: AVENUE D RESURFACING (N 29TH STREET TO US 1)

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of firm: _____

Corporate Title: _____

Address: _____

_____
(Zip Code)

By: _____
(Print name) (Print title)

_____
(Authorized Signature)

Telephone: ( ) _____

Fax: ( ) _____

State License # _____ (**ATTACH COPY)**

County License # _____ (**ATTACH COPY**)

City License: (**ATTACH PROOF OF REGISTRATION WITH THE CITY)**

Type of License: _____

Unlimited _____(yes/no)

If "NO", Limited to what trade? _____

END OF SECTION

LIST OF REFERENCES

FORT PIERCE/ST. LUCIE COUNTY, FLORIDA

PROJECT TITLE: AVENUE D RESURFACING (N 29TH STREET TO US 1)
BID NO. 2025-024

OWNER'S NAME/ADDRESS	PROJECT	CONTACT PERSON	TELEPHONE NUMBER

END OF SECTION

E-VERIFY

FORT PIERCE, FLORIDA

PROJECT: AVENUE D RESURFACING (N 29TH STREET TO US 1)

Bid No.: 2025-024

Project Description: Resurfacing Avenue D from N 29th Street to US 1

Vendor/Consultant acknowledges and agrees to the following:

1. Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Consultant during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to this contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

END OF SECTION

LAP CERTIFICATION OF CURRENT CAPACITY

CONFIDENTIAL per Ch 337.14(1) F.S.

For bids to be received on _____
(Letting Date)

Fill in your FDOT Vendor Number

VF _ _ _ _ _ _ _ _ _ _ _ _

(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on
the "Status of Contracts on Hand" report (page 2) $ _____

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.

2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.

3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

_____
NAME OF FIRM

Sworn to and subscribed this _____ day
of _____, 20 _____

By: _____

_____
Title

STATUS OF CONTRACTS ON HAND

(Furnish complete information about all your contracts, whether prime or subcontracts; whether in progress or awarded, but not yet begun; and regardless of whom contracted with.)

1	2	3	4	5	6
PROJECTS OWNER, LOCATION AND DESCRIPTION	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY YOU	
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR
NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest $100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.			TOTALS	$0.00	$0.00
			TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)	$0.00	

DBE Utilization

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 10.67% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information.

DBE Reporting

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

Bid Opportunity List

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBEs.**

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is: https://www.fdot.gov/equalopportunity/eoc.shtm.

DBE/AA Plans

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the "___" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chairperson in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: **eeoforms@dot.state.fl.us.**

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
02/16

Is this form applicable to your firm?
YES ☐ NO ☐
If *no*, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application b. initial award c. post-award	**3. Report Type:** a. initial filing b. material change **For Material Change Only:** Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, *if known*: _____ _____ _____ Congressional District, *if known*: 4c _____		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, *if known*: _____
6. Federal Department/Agency: _____ _____		**7. Federal Program Name/Description:** _____ _____ CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*: _____		**9. Award Amount,** *if known*: $ _____
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*): _____ _____ _____		**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*): _____ _____ _____
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS

(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:
(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)
a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



DEMANDSTAR

Building Communities.

(E-bidding) Electronic Bidding Instructions

Introduction

To submit a bid electronically (e-bidding) on DemandStar

- The project **MUST** be setup for e-bidding by the government agency advertising the opportunity

Copyright 2019, DemandStar Corporation. (206)940-0305

Bid Identifier	Agency Name	Bid Status	Broadcast Date	Date Due	Name	Actions
RFP-2019-01-0-2019/df	Town of Malabar	Active	5/15/2019	5/31/2019	Malabar Parks and Recreation Board Memorial Wall Project	Planholders, Download/Order, Details
EBID-20190077-0-2019/HF	City of Port St. Lucie, Procurement Management Department	Active	4/25/2019	5/31/2019	Purchase Breaching "Backpa... Gas Masks and Gas Mask Cartridg...s for the Police Department JAG Grant Funded	E-Bidding, Planholders, Download/Order, Details

How to check if it is an e-bidding opportunity

- Not all opportunities posted on DemandStar by government are available for e-bidding
- Those that are available for you to electronically bid will list "e-bidding" as an available "ACTION" when you look at the project details

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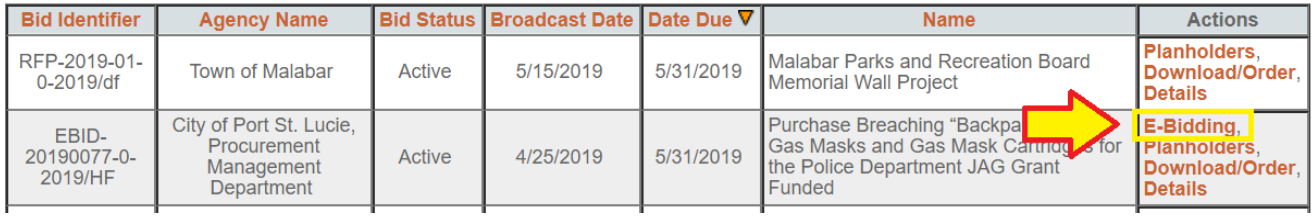
In order to do e-bidding

1. Click on “E-bidding” in the actions column



Bid Identifier	Agency Name	Bid Status	Broadcast Date	Date Due	Name	Actions
RFP-2019-01-0-2019/df	Town of Malabar	Active	5/15/2019	5/31/2019	Malabar Parks and Recreation Board Memorial Wall Project	Planholders, Download/Order, Details
EBID-20190077-0-2019/HF	City of Port St. Lucie, Procurement Management Department	Active	4/25/2019	5/31/2019	Purchase Breaching “Backpa Gas Masks and Gas Mask Cartridges for the Police Department JAG Grant Funded	E-Bidding, Planholders, Download/Order, Details

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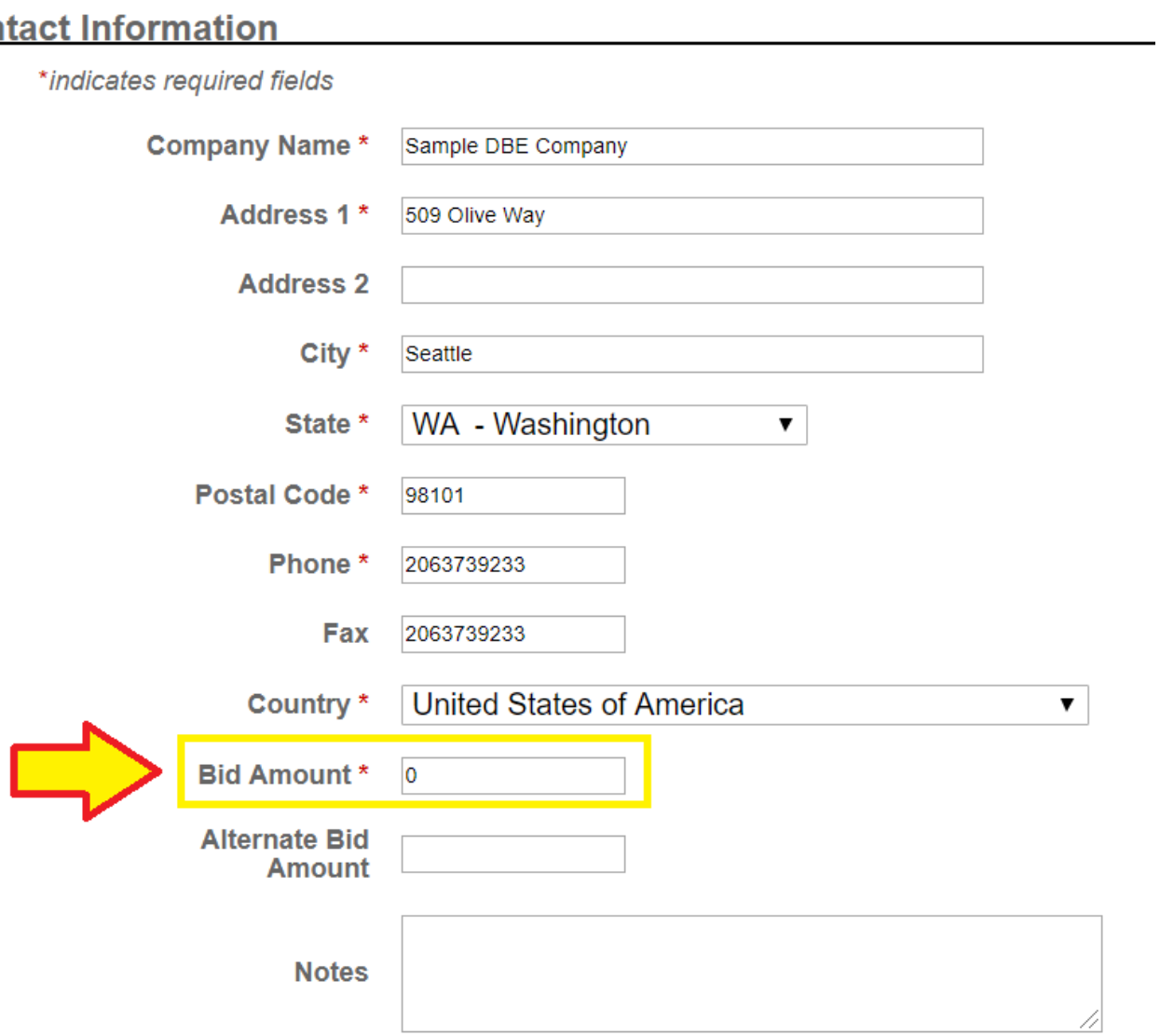
In order to do e-bidding

2. Enter you contact information and enter in all required fields

Note: You **MUST** put a number of the “BID AMOUNT” box. However, that number can be 0 so as to allow for a more detailed descriptions of your bid through your uploaded documents.



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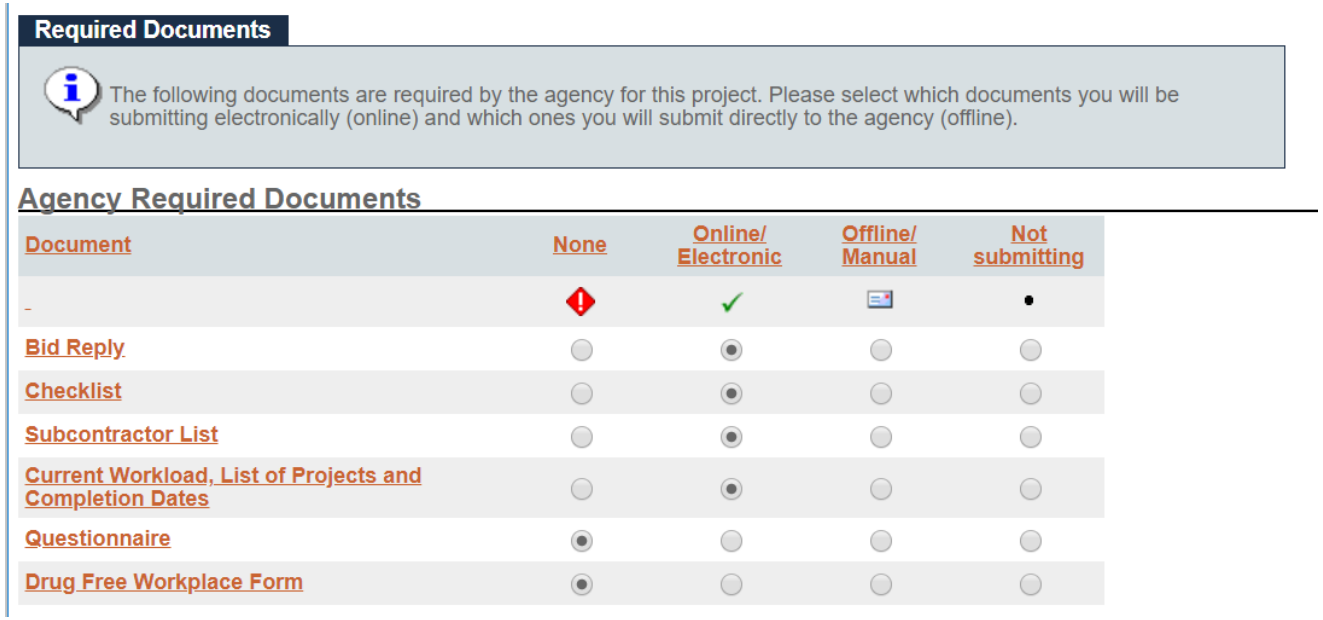
In order to do e-bidding

- In the agency required documents section – check the documents you intend on uploading and fulfilling. By checking these boxes this is **ONLY** an acknowledgement of how you will fulfill the requirement. You still have to upload the documents.



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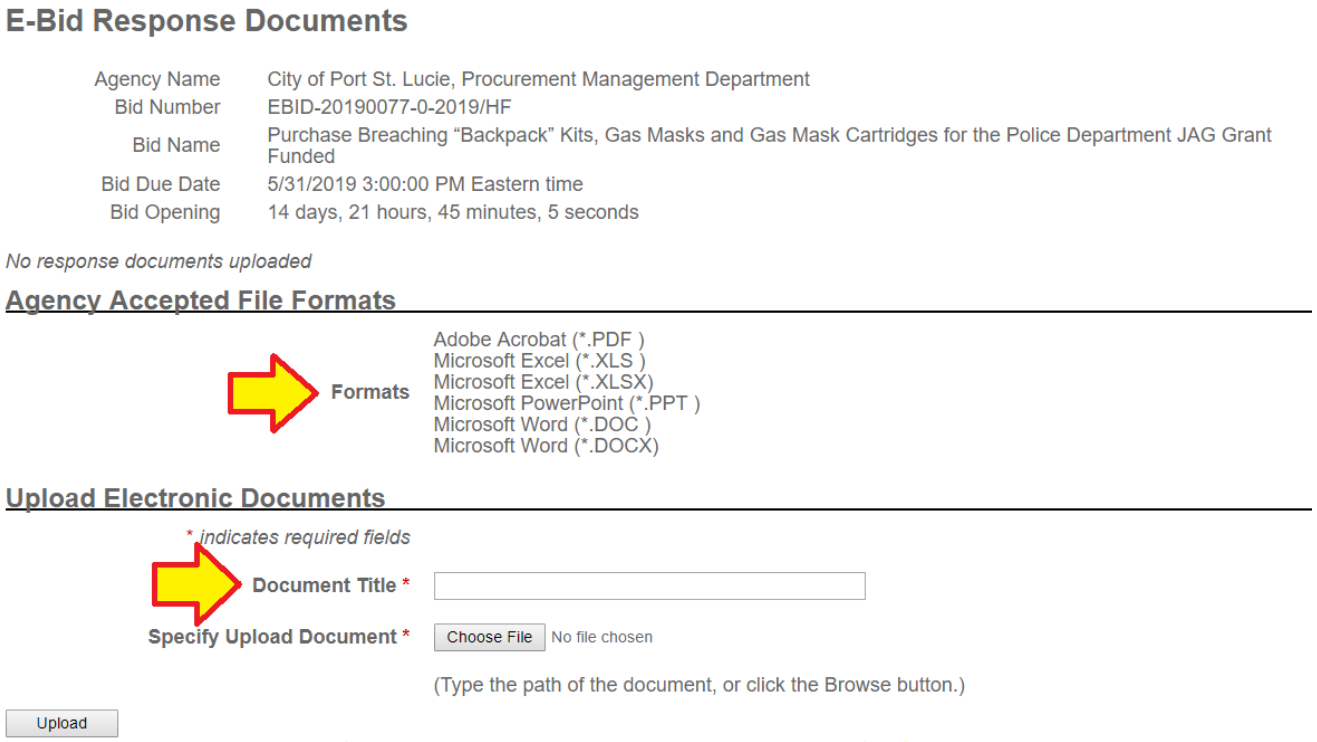
In order to do e-bidding

Upload your response documents in an accepted file format

Make sure that you have covered and uploaded all the required documents



E-Bid Response Documents

Agency Name	City of Port St. Lucie, Procurement Management Department
Bid Number	EBID-20190077-0-2019/HF
Bid Name	Purchase Breaching "Backpack" Kits, Gas Masks and Gas Mask Cartridges for the Police Department JAG Grant Funded
Bid Due Date	5/31/2019 3:00:00 PM Eastern time
Bid Opening	14 days, 21 hours, 45 minutes, 5 seconds

No response documents uploaded

Agency Accepted File Formats

Formats

Adobe Acrobat (*.PDF)
Microsoft Excel (*.XLS)
Microsoft Excel (*.XLSX)
Microsoft PowerPoint (*.PPT)
Microsoft Word (*.DOC)
Microsoft Word (*.DOCX)

Upload Electronic Documents

** indicates required fields*

Document Title *

Specify Upload Document * Choose File No file chosen

(Type the path of the document, or click the Browse button.)

Upload

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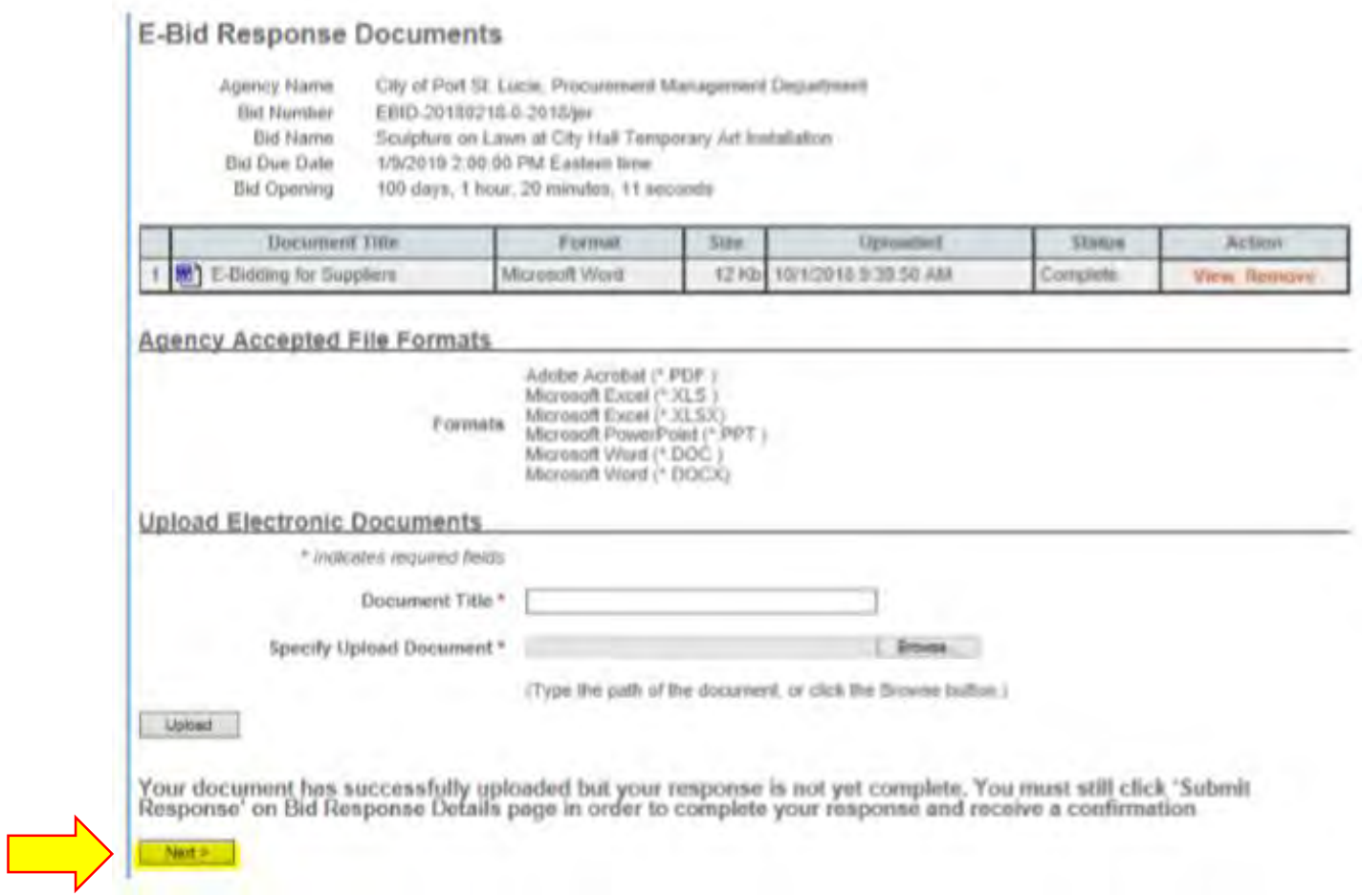
In order to do e-bidding

Once you decide you've uploaded all your documents that you would like to submit, make sure you click the **NEXT** button at the bottom of the screen



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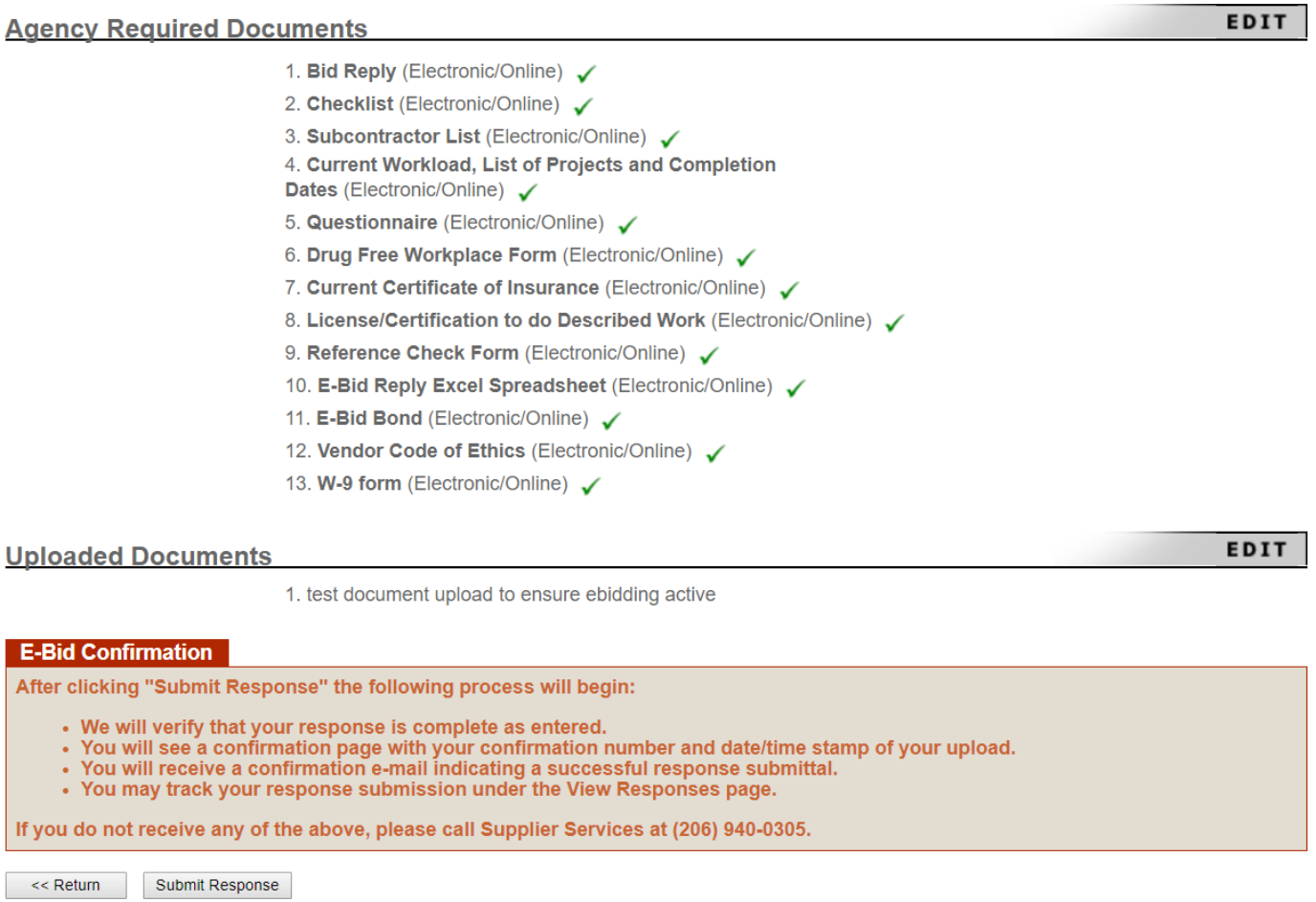
Completing your e-bid submittal

- Please **VERIFY** that you have attached **ALL** the required documents
- Click on the **Submit Response** button to complete your e-bid



Agency Required Documents EDIT

1. **Bid Reply** (Electronic/Online) ✓
2. **Checklist** (Electronic/Online) ✓
3. **Subcontractor List** (Electronic/Online) ✓
4. **Current Workload, List of Projects and Completion Dates** (Electronic/Online) ✓
5. **Questionnaire** (Electronic/Online) ✓
6. **Drug Free Workplace Form** (Electronic/Online) ✓
7. **Current Certificate of Insurance** (Electronic/Online) ✓
8. **License/Certification to do Described Work** (Electronic/Online) ✓
9. **Reference Check Form** (Electronic/Online) ✓
10. **E-Bid Reply Excel Spreadsheet** (Electronic/Online) ✓
11. **E-Bid Bond** (Electronic/Online) ✓
12. **Vendor Code of Ethics** (Electronic/Online) ✓
13. **W-9 form** (Electronic/Online) ✓

Uploaded Documents EDIT

1. test document upload to ensure ebidding active

E-Bid Confirmation

After clicking "Submit Response" the following process will begin:

- **We will verify that your response is complete as entered.**
- **You will see a confirmation page with your confirmation number and date/time stamp of your upload.**
- **You will receive a confirmation e-mail indicating a successful response submittal.**
- **You may track your response submission under the View Responses page.**

If you do not receive any of the above, please call Supplier Services at (206) 940-0305.

<< Return | Submit Response

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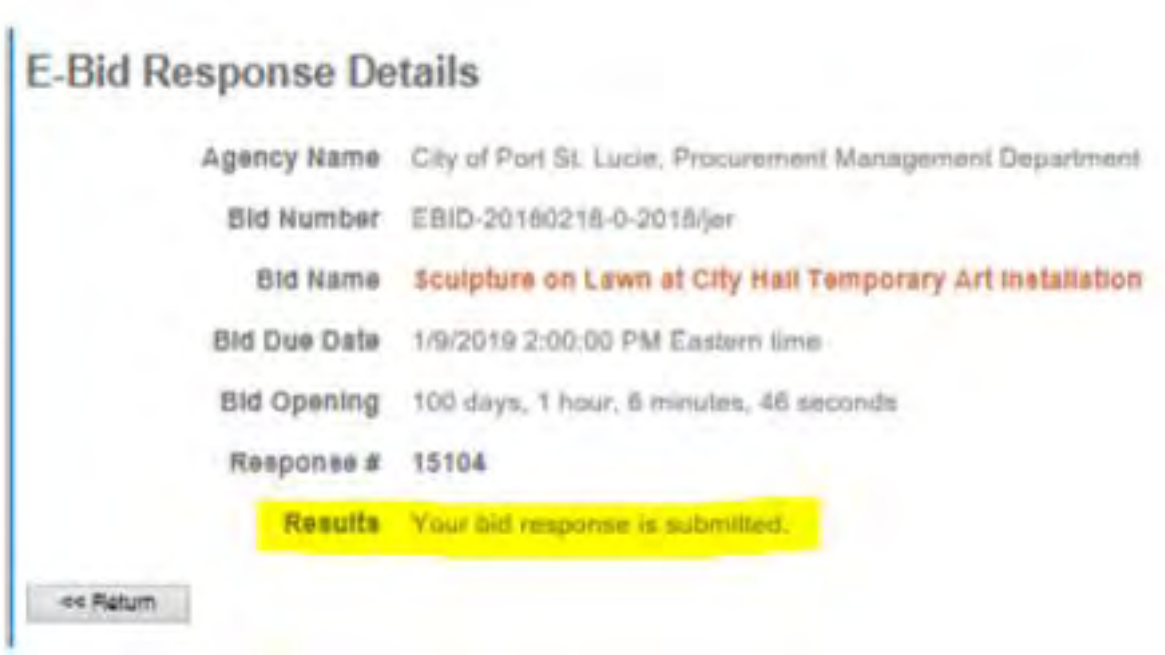
Confirmation of Response

- When you complete you will receive a confirmation
- This is a confirmation that what you uploaded will be visible to the agency when the bid closes, **this is not** a confirmation that all your documents were fill out or submitted correctly



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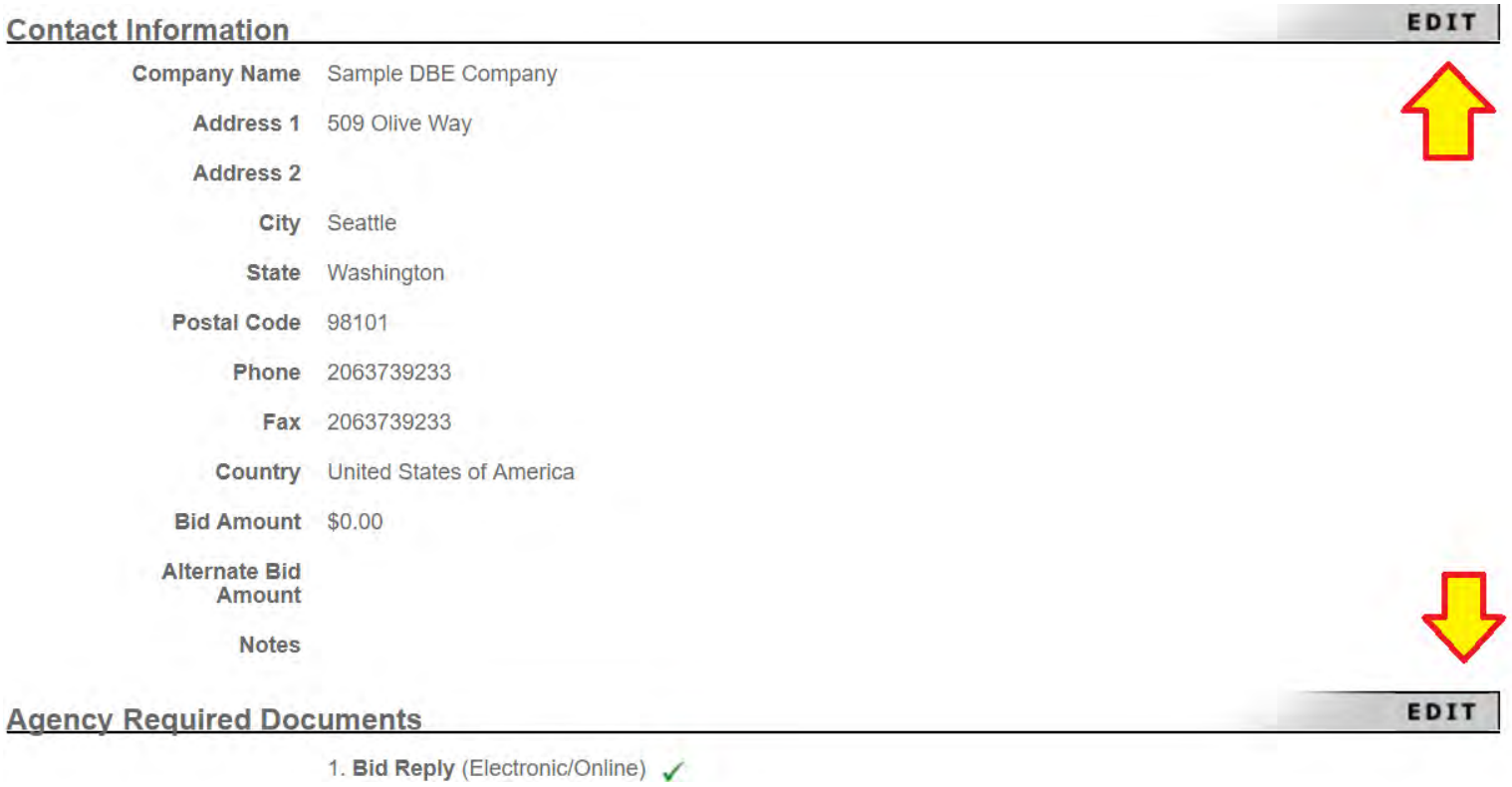
Post Submission Edits

If you feel like you missed something or need to make a change you can go back to your submittal response and edit your e-bid. By clicking on “DETAILS” then “EDIT” the section you wish

Bid Identifier	Agency Name	Bid Status	Broadcast	Date Due ▽	Name	Status	Actions
EBID-20190077-0-2019/HF	City of Port St. Lucie, Procurement Management Department	Active	4/25/2019	5/31/2019	Purchase Breaching “Backpack” Kits, Gas Masks and Gas Mask Cartridges for the Police Department JAG Grant Funded	Incomplete	Details, Bid, History



April 24, 2025

CITY FORT PIERCE

RFQ NO. 2025-022

PROFESSIONAL ENGINEERING AND SURVEYING SERVICES

ADDENDUM NO. 1

The purpose of this addendum is to respond to questions submitted by potential for clarification of the RFQ specifications:

1. QUESTION: Please clarify the use of subconsultants. Page 21 Paragraph 4 states "To that end, submittals should contain no subconsultants." Page 25 Key Personnel 2 states "Identify all sub-consultants and sub-contractors authorized to be used for their work."

ANSWER: **As some engineering firms may require the use of sub-consultants or sub-contractors for projects such as surveying or Geotech services, all sub-consultants and sub-contractors information should be provided as best as possible. The City is aware that additional sub-consultants and sub-contractors may be required based on the needs of project assignment.**

2. QUESTION: Is the prime allowed to use subconsultants for this submission?

ANSWER: **Yes. Please refer to previously answered questions on the use of sub-consultants and sub-contractors.**

3. QUESTION: Are there any required forms for sub-consultants to fill out?

ANSWER: **There are no required forms for the sub-consultants to fill out.**

3. QUESTION: What is the budget for the project?

ANSWER: **Services are on a project-by-project basis and authorized through Specific Authorizations that details the scope of work, deliverables, time and performance, schedule of hourly billing rates and method and amount of compensation.**

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature:_____
Manual

Signature:_____
Typed or Printed

Company Name:_____

Address:_____

_____

Date:_____

/lh

April 24, 2025

CITY OF FORT PIERCE

AVENUE D RESURFACING FROM NORTH 29TH STREET TO US 1

BID NO. 2025-024

ADDENDUM NO.1

The purpose of this addendum is to inform all prospective vendors that minor changes were inadvertently omitted from the original bid documents. Please disregard the previously issued documents and instead use the attached **REVISED Bid Document** for preparing your submission.

Additionally, this addendum includes the project plans that were not included in the original bid package.

- **Avenue D Plans**
- **Overhead Sign**

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature:_____
Manual

Signature:_____
Typed or Printed

Company Name:_____

Address:_____

_____

Date:_____

/lh

May 1, 2025

CITY FORT PIERCE

AVENUE D RESURFACING FROM NORTH 29TH STREET TO US 1

BID NO. 2025-024

ADDENDUM NO. 2

The purpose of this addendum is to respond to questions submitted by potential bidders for clarification of the bid specifications:

1. QUESTION: Can milling and paving be performed at night so there is less Impact to the traveling public?

ANSWER: **Yes, in some instances. Overnight operations will not be Permitted in residential areas.**

2. QUESTION: Do we need to submit our FDOT Prequalification Letter with our bid?

ANSWER: This is not required but would be helpful. We will need to be able to verify on FDOT's Prequalified Contractor Search website: Prequalified Vendor Search

3. QUESTION: 150 Cal days is not a lot of time with this type of project. Can time be changed to 180 or 200 Cal Days?

ANSWER: **Time estimates were developed using FDOT's production rates and quantities for the project and then doubled to estimate the contract time.**

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature:_____
Manual

Signature:_____
Typed or Printed

Company Name:_____

Address:_____

_____

Date:_____

/lh

May 2, 2025

CITY FORT PIERCE

AVENUE D RESURFACING FROM NORTH 29TH STREET TO US 1

BID NO. 2025-024

ADDENDUM NO. 3

The purpose of this addendum is to respond to questions submitted by potential bidders for clarification of the bid specifications:

1. QUESTION: There is no bid item for Survey Layout & Record Drawings. How will this item be paid?

ANSWER: **Please refer to the Technical Specifications for bid items.**

2. QUESTION: There is no bid item for the stamped asphalt crosswalks. How Will this item be paid?

ANSWER: **Stamped asphalt crosswalks shall conform to FDOT Standard 523. Bid Item shall be 523-3 Patterned Pavement (Crosswalks). The units shall be in SQUARE YARDS.**
A REVISED Bid Form has been provided that adds this item, the estimate includes 2,400 Square Yards.

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature:_____
Manual

Signature:_____
Typed or Printed

Company Name:_____

Address:_____

_____

Date:_____

/lh

Attachment: **Revised Bid Form**
FDOT Section 523 Patterned Pavement

BID RESPONSE FORM
AVENUE D RESURFACING (29TH STREET TO US 1)
REVISED 5/2/2025

Item No	Description	Unit	QTY	Unit Price	Amount
101-1A	Mobilization/Permits	LS	1		
101-1B	Geotechnical and Materials Testing	LS	1		
102-1A	Maintenance of Traffic	LS	1		
104-1A	Erosion and Sediment Prevention Devices	LS	1		
110-4A	Removal of Existing Concrete	SY	5,795		
160-4	Type B Stabilization (12” Thick)	SY	3,100		
285-701	Optional Base, Base Group 01 (LBR 100)	SY	650		
285-706	Optional Base, Base Group 06 (LBR 100)	SY	1,985		
327-70-12	Milling Exist Asphalt Pavement, 1 1/4” Avg Depth	SY	32,750		
334-1-13	Superpave Asphaltic Concrete Traffic C (Overlay)	TN	2,200		
425-1-201	Inlets, Curb, Type 9, <10'	EA	2		
520-1-10	Concrete Curb and Gutter, Type F	LF	3,900		
522-1	Concrete Sidewalk and Driveways 4” Thick	SY	4,050		
522-2	Concrete Sidewalk and Driveways 6” Thick	SY	650		
523-3	**Patterned Pavement (Crosswalks)**	**SY**	**2,400**		
526-1-2	Pavers, Architectural, Sidewalk	SF	17,096		
527-2	Detectable Warnings	SF	1,850		
660-4-12	Vehicle Detection System - Video, F&I Above Ground System	EA	4		
700-1-11	Single Post Sign, F&I, Ground Mount, Up to 12 SF	EA	24		
700-1-60	Single Post Sign, Remove	EA	24		
706-1-3	Raised Pavement Marker, Type B	EA	380		
700-4-125A	Overhead Static Sign Structure, F&I, Span (51-100 FT)	EA	1		
711-11-123	Thermoplastic, Standard, White, Solid 12" (Crosswalks)	LF	3,400		
711-11-125	Thermoplastic, Standard, White, Solid 24" (Stop Line)	LF	1,000		
711-11-170	Thermoplastic, Standard, White, Arrow	EA	24		
711-11-180	Thermoplastic, Standard, White, Yield Line	LF	60		
711-15-101	Thermoplastic, Standard, White, Solid 6" Longitudinal Lines	LF	3,000		
711-15-131	Thermoplastic, Standard, White, Skip 6" 10-30 Skip	LF	1,500		
711-15-201	Thermoplastic, Standard, Yellow, Solid 6" Longitudinal Lines	LF	9,000		
1000-01A	Utility Adjustments/Coordination	LS	1		
TOTAL FINAL BID					

SECTION 523
PATTERNED PAVEMENT

523-1 Description.

Patterned pavement is defined as a post applied surface marking material to either the pavement surface or to an imprinted pavement surface.

523-2 Materials.

Use patterned pavement products listed on the Department's Approved Product List (APL) meeting the requirements of Section 974.

Prior to installation, submit pattern and color samples to the Engineer for confirmation that the product meets the pattern and color specified in the Plans. Do not begin installation until acceptance by the Engineer.

The Engineer will take random samples of all material in accordance with the Department's Sampling, Testing and Reporting Guide schedule.

523-3 Construction Requirements.

Install patterned pavement on asphalt or concrete locations with the color and pattern as specified in the Plans. Prepare the surface and install patterned pavement in accordance with the manufacturer's installation instructions, using materials and equipment recommended and approved by the manufacturer.

Install overlay products to a thickness not exceeding 180 mils.

Patterns and variations within the installation shall comply with ADA requirements.

Complete all utility, traffic loop detector, and other items requiring a cut and installation under the finished surface, prior to product installation.

Protect treated surfaces from traffic and environmental effects until the product is completely installed, including drying and curing according to the manufacturer's instructions.

For installation on new asphalt roadways, apply patterned pavement a minimum of 14 days after placement of the adjacent pavement.

Patterned pavements shall be weather resistant, friction resistant, and through normal wear, shall show no signs of failure due to tearing, stretching, rollback, blistering, excessive cracking, chipping, discoloration, poor adhesion to the pavement, pavement damage, or vehicular damage.

Upon completion of the installation, the Engineer will check the area at random locations for geometric accuracy. If any of the chosen areas are found to be deficient, correct the entire patterned area at no additional cost to the Department.

Submit certification to the engineer, including the APL number and that the patterned pavement was installed in accordance with the manufacturer's installation instructions and this Section.

523-4 Method of Measurement.

The quantity to be paid will be the plan quantity in square yards of patterned pavement, completed and accepted. No deduction will be made for areas occupied by landscaping, manholes, inlets, drainage structures, or by any public utility appurtenances within the area.

523-5 Basis of Payment.

Price and payment will be full compensation for all work specified in this Section.

Payment will be made under:

Item No. 523- 3- Patterned Pavement - per square yard.

May 9, 2025

CITY FORT PIERCE

AVENUE D RESURFACING FROM NORTH 29TH STREET TO US 1

BID NO. 2025-024

ADDENDUM NO. 4

The purpose of this addendum is to respond to questions submitted by potential bidders for clarification of the bid specifications:

1. QUESTION: Besides beneath the new F curb, where will the Option Base Group 6 be used?

ANSWER: **Per Standard Specification 285 Optional Base Course, Table 285-1 various base groups are defined and refer to base materials and thicknesses that are shown on the details on Sheet 26. Optional Base Group 6 is to be used under Type F curb and areas where pavement may need repaired. The quantities provided are only estimates.**

2. QUESTION: Option Base Group 1 is shown under the proposed 6" concrete driveways. It is also shown in the 4" concrete sidewalk detail. Will OBG1 be used over the new sidewalks, if so, the OBG1 quantity will need to be increased? See standard sidewalk detail on sheet 26.

ANSWER: **Per Standard Specification 285 Optional Base Course, Table 285-1 various base groups are defined and refer to base materials and thicknesses that are shown on the details on Sheet 26. Optional Base Group 1 is to be used under new driveways and new sidewalk. The quantities provided are only estimates.**

3. QUESTION: where will Type B Stabilization 3,100 SY work be performed. I see it shows beneath the new F curb, but where else?

ANSWER: **Item 160-4 Type B Stabilization (12" thick) is required under new Type F curb, under new pavement (in case of repair) and where paver crosswalks are removed and replaced with stamped asphalt crosswalks. The quantities provided are only estimates.**

4. QUESTION: May we submit the Avenue D bid via DemandStar? The Avenue D page in DemandStar says NO ebidding is permitted. Specifications page 10 in the Instructions to Bidders say DemandStar submission is permitted.

ANSWER: **Yes, you can submit your bid via DemandStar.**

5. **QUESTION:** Does the City have any soil borings or pavement core reports for this site?

ANSWER: **No**

6. **QUESTION:** Page 59, Exhibit C, Section 101-1A Mobilization: Regarding the as-builts, will all new concrete work and asphalt paving need to be as-built? We have 2 new curb inlets to install, which can be as-built, but what else is required? Page 139, Exhibit E Section 26.4.1 shows a longer list of items to as-built. Please clarify what items will need to be as-built.

ANSWER: **All new construction between N 29th Street and N 25th Street including sidewalk, curb, driveways will need to be as-built, relocated utility facilities within the limits of the work, limits of milling/overlay.**

7. **QUESTION:** Page 121, Exhibit E, Section 7.7.2: Please confirm which party is responsible for testing. The bid form has a lump sum item for testing but Exhibit E seems to contradict.

ANSWER: **Bid Item 101-B takes precedence. All inspection reports will be submitted to the City for confirmation and approval.**

8. **QUESTION:** Addendum 3, specification section 523: Will this mill and resurface project be considered a new asphalt roadway? "For installation on new asphalt roadways, apply patterned pavement a minimum of 14 days after placement of the adjacent pavement". Will we have to wait 14 days after paving before we place the patterned pavement?

ANSWER: **In the areas where new patterned pavement is indicated, the roadway base will need to be installed in accordance with the Pavement Restoration or Pavement Patch details provided. The patterned asphalt will not require a 14 day wait.**

9. **QUESTION:** Addendum 1, Question 1: Where is the bid document may I find this? I'd like to read the entire section for context. I looked on Page 21 paragraph 4 and did not see it.

ANSWER: **The Addendum 1 Question 1: Dated April 24, 2025, is for RFQ No 2025-022 for Professional Engineering and Surveying Services and does not apply to this Bid No 2025-024.**

10. **QUESTION:** Does item " 110-4A removal of existing Concrete" include the removal of existing brick pavers ?

ANSWER: **Yes**

12. QUESTION: What locations will the Type B Stabilization be placed?

ANSWER: **Please see previous responses.**

13. QUESTION: The brick paver islands near the roundabouts are in disrepair and Are not indicated in the plans. Is it the city's intent that the awarded Contractor will not repair these locations?

ANSWER: **The repair of these islands is not included in this contract.**

14. QUESTION: Could the city verify the quantity and placement locations of the Type B Stabilization? Based on the details given, the 'Type "F" Curb and Gutter with join details had Type B stabilization going underneath The F curb 6 inches from the back of curb. But on the pavement With curb and gutter and sidewalk detail, it shows Type B stabilization going back to the right of way. Is it the cities intent to have type B stabilization underneath the 4&6 inch sidewalk?

ANSWER: **Three details show the Type B Stabilization (12" Thick): Type F Curb and Gutter, Pavement with Curb and Gutter and Sidewalk, Stamped Asphalt Crosswalk Replacement Section. Each detail shows the Type B Stabilization extending 6" beyond the curb. Refer to the isometric view.**

15. QUESTION: Could a Clearing and grubbing item be provided for other incidental removals?

ANSWER: **No**

16. QUESTION: The "Vehicle detection system – video furnishing install above ground system" item has a quantity of 4. Based off the plans there are also 6 loop assemblies. Will a bid item be provided for these items?

ANSWER: **Vehicle Loop Detectors are not needed when converting to a video vehicle detection system.**

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature:_____
Manual

Signature:_____
Typed or Printed

Company Name:_____

Address:_____

_____

Date:_____

/lh

May 15, 2025

CITY FORT PIERCE

AVENUE D RESURFACING FROM NORTH 29TH STREET TO US 1

BID NO. 2025-024

ADDENDUM NO. 5

The purpose of this addendum is to respond to questions submitted by potential bidders for clarification of the bid specifications:

1. QUESTION: The document provided for the overhead sign is sheet 8, are there any other document for the overhead sign?

ANSWER: **Sheet 8 is the only document that contains information related to the Overhead Sign Structure (called the District Brand Archway Signs). The only other document was provided at the Mandatory Pre-Bid Meeting with the specific logo of the Lincoln Park district. The "Peacock Arts District" logo does not apply on Avenue D.**

2. QUESTION: The document provided for the overhead sign says Don Bell sign will Fabricate and install the sign. Is it the city intent to have the awarded contractor install the structurer ?

ANSWER: **The awarded contractor is responsible for installing the structure.**

3. QUESTION: Will details be provided for the footer of the overhead sign structure?

ANSWER: **All information currently available to the City was provided with the bid documents. Additional information for the overhead sign structure will be coordinated with the awarded contractor.**

4. QUESTION: Where will the Overhead sign be placed? I don't see any reference in the plans.

ANSWER: **The precise location has not been determined and will need to be coordinated.**

5. QUESTION: Do we replace only the sign listed or the entire assembly ?

ANSWER: **There is currently no overhead sign structure on the corridor. The entire assembly is to constructed under this project.**

6. **QUESTION:** Will the bid items “Single Post Sign, F&I, Ground Mount, up to 12 SF” include the street sign on the stop signs ?

ANSWER: **Yes.**

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature:_____
Manual

Signature:_____
Typed or Printed

Company Name:_____

Address:_____

_____

Date:_____

/lh

CITY OF FORT PIERCE
PURCHASING DIVISION
100 North U.S. Highway 1
Fort Pierce, FL 34950
(772) 467-3102
https://www.cityoffortpierce.com/187/Purchasing

Date: _____

RECOMMENDATION FOR AWARD

Solicitation No: _____

Solicitation Title: _____

Solicitation Advertisement: _____

Solicitation Due Date: _____

Award Authority: _____ **City Commission** _____ **City Manager** _____ **Purchasing Manager**

_____ **Director of Finance** _____ **Planning Board** _____ **FPRA Board**

To: Gelencia Carter, Purchasing Manager

From:

Through:

The above cited for solicitation submittal documents have been reviewed and the apparent low responsive, responsible vendor is recommended for award:

Recommend Vendor(s) Name: _____

Initial Term Amount: $_____

Contract Terms, if applicable: _____

Award is based on the following concurrence (s):

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

TO: **Selena Griffett, Project Engineer**

FROM: **Monica Gonzales, Purchasing Specialist** *Monica Gonzales*

SUBJECT: **Bid No. 2025-024– Avenue D Resurfacing From (29th Street to US 1)**

DATE: **May 27, 2025**

On February 10, 2025, the Purchasing Division received specifications to go out for bid on the above subject project. The bid was advertised on April 17 and April 24, 2025, with a scheduled opening at 3:00 PM on May 20, 2025.

Respondents are now able to submit bids electronically and the hard copy requirement has been modified. Respondents that choice to submit a hard copy are required to only submit one (1) original and one (1) PDF copy on a USB Drive.

Attached is the tabulation sheet and bid response checklist for the above-referenced bid. In total, three (3) submissions were received electronically, and one (1) submissions was received by delivery. A copy of the submittals will be sent via email or OneDrive. The file is available for review in the Purchasing Division.

The invitation was sent to 1009 vendors. Thirty- two (32) vendors requested specifications with four (4) responding (12.5%) plus 0 "No Bid" (12.5% total response).

A recommendation to award form (see attached) will need to be completed and attached to the appropriate approving authority's document (City Manager's – Requisition or City Commission – Agenda Item).

The entire process including approval of Commission must be completed by **July 20, 2025**, which is the expiration date of the bid and responses.

/mg

Attachment

cc: Mark Zrallack P.E., City Engineer
Johnna Morris, Finance Director

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

CITY OF FORT PIERCE
TABULATION OF BIDS

BID ON:	**AVENUE D RESURFACING FROM (29th Street to US 1)**
BID NUMBER:	**2025-024**
OPENING DATE:	05/20/25 @ 3:00PM
RECOMMENDED AWARD:	Pending

RESPONSE
4 of 32 = 12.5%
0 "No Bids"
Total = 12.5%

"Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late."

VENDOR NAME	BID BOND	TOTAL BID PRICE
PRP Construction Group, LLC ***Indiantown, FL***	**10%**	**$2,664,818.50**
C.W. Roberts Contracting, Inc ***Palm City, FL***	**10%**	**$4,072,873.50**
Ranger Construction Industries, Inc ***Ft. Pierce, FL***	**10%**	**$4,255,912.50**
Cathcart Construction Company- Florida ***Winter Springs, FL***	**10%**	**$5,396,196.00**

PLEASE NOTE: COMMISSION MEETINGS ARE HELD THE FIRST AND THIRD MONDAY OF EVERY MONTH. CHECK THE CITY'S WEBSITE, https://www.cityoffortpierce.com/223/Agendas- Minutes or CALL THE PURCHASING DIVISION, (772) 467-3102, WEDNESDAY PRIOR TO THE MEETINGS FOR RECOMMENDATION OF AWARD

City Commission Regular Meeting - 5:05 PM **11. E.**

Meeting Date: 09/02/2025

Re: Approval of Amendment No. 1 to Amended Continuing Services Agreement for a One Year Renewal with Architects Design Collaborative, LLC

Submitted For: Shyanne Harnage, Director, Community and Economic Dev

---

SUBJECT:

Approval of Amendment No. 1 to the Amended Continuing Services Agreement for a One-Year Renewal with Architects Design Collaborative, LLC for Professional Architectural and Landscape Architectural Services

SUMMARY:

Pursuant to the executed Amended Continuing Services Agreement executed on September 16, 2024, the agreement includes three (3) one-year renewal options. Amendment No. 1 has been submitted to exercise the initial one-year renewal and ensure continuity of professional services without interruption.

RECOMMENDATION:

Staff recommends approval of a one-year renewal with Architects Design Collaborative, LLC.

ALTERNATIVES:

Do not approve amendment and allow the contracts to expire, requiring a new solicitation before additional work can be assigned.

RESPONSIBLE STAFF:

Shyanne Harnage, Director, Community & Economic Development

COORDINATED WITH:

Gelencia Carter, Manager, Purchasing
Sara Hedges, City Attorney

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	N/A
Account:	N/A
Amount:	N/A

FISCAL IMPACT:

There is no fiscal impact associated with this amendment to the continuing contract at this time. Subsequent project agreements/specific authorizations will go before the City Commission/FPRA Board for approval with associated scope and funding.

Attachments

Amendment No 1
Executed Amended Agreement
City Attorney Memo

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	08/25/2025 05:08 PM
City Manager	Richard Chess	08/27/2025 10:20 AM
Form Started By: Awilda Colon		Started On: 08/14/2025 09:23 AM
Final Approval Date: 08/27/2025		

FIRST AMENDMENT TO THE AMENDED CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

This First Amendment to the Amended Continuing Contract for Professional Services Agreement (hereinafter referred to as the “Amendment”) is made and entered into this ____ day of _____, 20___ by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "City") and **ARCHITECTS DESIGN COLLABORATIVE, LLC** whose principal address is **10489 SW Meeting Street, Port St. Lucie, FL 34987** (hereinafter referred to as "Consultant")(hereinafter referred to collectively as the “Parties”).

RECITALS:

WHEREAS, on July 15, 2024, the Parties entered into an agreement pursuant to RFQ 2024-005 and Section 287.055, Florida Statutes, for nonexclusive continuing contracts to perform professional services; and

WHEREAS, on September 16, 2024, the Parties entered an Amended Continuing Contract for Professional Services to revise the terms and conditions (hereinafter referred to as the “Agreement”); and

WHEREAS, the Parties now mutually desire to amend the Agreement to exercise a one (1) year renewal option to extend the Term Period to ensure the uninterrupted continuance of professional services to the City**,** and

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The foregoing recitations are true and correct and are incorporated herein by reference.

2. **Term**. Pursuant to Section 2 (“Term”) of the Agreement, the Term Period shall be renewed for one (1) year commencing September 17, 2025, and shall remain in full force and effect, unless otherwise extended or terminated in writing. Two (2) one (1) year renewal options remain under the Term.

3. **Effective Date**. This First Amendment shall be effective upon execution by the Parties.

4. **Conflicts/Amendment**. Except as otherwise set forth herein, the terms and conditions of the Agreement, shall remain in full force and effect between the

Parties. In the case of a perceived conflict between the terms of the Agreement and this Amendment, this Amendment shall govern.

5. **Counterparts.** The Parties agree for purposes of this Amendment, the Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts. Facsimile and electronic mail copies in “portable document format” (“.pdf”) form are acceptable and shall constitute effective execution and delivery of this Amendment as to the Parties and may be used in lieu of the original Amendment for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

FIRST AMENDMENT TO THE AMENDED CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

IN WITNESS WHEREOF, the Parties hereto have accepted, made and executed this Amendment in counterparts, each of which shall be treated as an original upon the terms and conditions stated above.

ATTEST:

_____
Linda Cox, City Clerk

CITY OF FORT PIERCE:

_____
Linda Hudson, Mayor

_____
Date

APPROVED AS TO FORM AND CORRECTNESS:

_____
Sara K. Hedges, Esq., City Attorney

CONSULTANT - ARCHITECTS DESIGN COLLABORATIVE, LLC:

By: _____

Print: RAUL OCAMPO, JR.

Title: PRINCIPAL / MANAGING PARTNER

Today's Date: 08/15/2025

AMENDED CONTINUING CONTRACT FOR

PROFESSIONAL SERVICES

THIS AGREEMENT for PROFESSIONAL SERVICES (hereinafter referred to as "Agreement" or "Contract") is made and entered into this 16 day of September, 2024 by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "City") and **ARCHITECTS DESIGN COLLABORATIVE, LLC** whose principal address is **10489 SW Meeting Street, Port St. Lucie, FL 34987** (hereinafter referred to as "Consultant").

WHEREAS, pursuant to RFQ No. 2024-005 and Section 287.055, Florida Statutes, the City solicited proposals for non-exclusive continuing contracts to perform professional services; and

WHEREAS, the Consultant is qualified pursuant to Section 287.055, Florida Statutes, to provide services within the scope of practice of **professional architectural and landscape architectural services** under a continuing contract; and

WHEREAS, at the regularly scheduled meeting on February 20, 2024, the City Commission of the City of Fort Pierce approved the negotiations of a continuing contract and authorized the execution of an agreement for Continuing Professional Services between the City and Consultant; and

WHEREAS, a previous continuing contract for professional services was executed on July 15, 2024, the terms of which have been updated, and the previously-executed contract is hereby replaced in its entirety with this Amended Continuing Contract for Professional Services; and

WHEREAS, the Consultant is willing and able to render professional services for various projects on an as-needed basis and for the compensation and on the terms hereinafter set forth.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, agreements, terms, and condition contained herein, do agree as follows:

1. SERVICES

The Consultant's responsibility under this Agreement is to provide professional services within the scope of practice of **professional architecture, landscape architecture, and urban planning** (hereinafter "professional services").

Consultant represents to the City that the professional services to be performed under this Agreement shall be in accordance with the highest standards accepted and established practices and procedures recognized as such in Consultant's trade in general and that Consultant shall conform to this Agreement.

Consultant shall be responsible for the technical accuracy of its professional services and documents resulting therefrom, and City shall not be responsible for

discovering deficiencies therein. Consultant shall correct any such deficiencies without additional compensation or cost to City, except to the extent any such deficiency is directly attributable to deficiencies in City-furnished information.

Consultant shall be responsible for the completeness and accuracy of the work prepared or compiled under Consultant's obligation for each project and shall correct, at Consultant's expense, all errors or omissions therein which may be disclosed. The cost necessary to correct those errors attributable to Consultant and any damage incurred by City as a result of additional costs to City caused by such errors shall be chargeable to Consultant and shall not be considered a cost of the Work. The fact that City has reviewed or approved Consultant's work shall in no way relieve Consultant of any of its responsibilities.

2. TERM

The term of this Agreement shall be for a period of one (1) year beginning on the date first written above, with three (3) one (1) year renewal options available.

3. TECHNICAL AND PROFESSIONAL SERVICES

It shall be the responsibility of the Consultant to work with the City to provide professional services related projects for City. Each project will require a separate Specific Authorization using a form agreed to by both parties. The Specific Authorization shall set out the Scope of Work, time of performance, compensation schedule for each project, and any other necessary terms.

4. PERIOD OF SERVICE; SPECIFIC AUTHORIZATIONS

A. The Consultant will be available to begin work promptly after receipt of a fully executed copy of this Agreement. It is agreed that this Agreement shall be considered as a continuing contract and work will be initiated on an assignment-by-assignment basis through the execution of a Specific Authorization. The City reserves the right to select the respective Consultant who the City believes is in its best interest to perform the specified work.

B. If the Consultant's professional services called for under this Agreement are delayed for reasons beyond the Consultant's control, the time of performance shall be adjusted appropriately through a Change Order, and only upon agreement by the City to the adjustment and that the reasons were beyond the Consultant's control, as outlined in Paragraph 17, below.

C. Specific work assignments shall be set forth in individual Specific Authorizations, which will be issued to the Consultant. All Specific Authorizations shall be executed on behalf of the City in accordance with the City Purchasing Policy. The Specific Authorizations shall describe the scope of the work to be performed, cost to perform the work and shall set forth the schedule for completion of the work.

D. The City shall provide all criteria and full information as to City's requirements for the assignment and designate in writing a person with authority to act on City's behalf on all matters concerning this assignment.

5. TIME OF PERFORMANCE

Each project performed pursuant to this Agreement shall be performed in a timely manner without unreasonable delay within the time period identified in the Specific Authorization.

If the work is not fully completed according to the terms of the Agreement and within the time limits stipulated in the individual Specific Authorization, it is hereby acknowledged that the City will suffer damages which are not capable of ascertainment or calculation, and therefore the Consultant shall pay the City liquidated damages, a sum of which will be outlined in each individual Specific Authorization, per day for each day following the required completion date, until the date upon which actual completion occurs.

6. COMPENSATION

The Consultant shall be compensated for all services satisfactorily completed in accordance with the terms and conditions of this Agreement and each Specific Authorization. All invoices presented to the City for payment shall be on a Request for Payment form approved by the City. Payment for services performed will be processed within forty-five (45) days of receipt and approval of a proper invoice and in accordance with the applicable terms of the Local Government Prompt Payment Act, Sections 218.70-80, Florida Statutes.

7. GENERAL CONDITIONS

A. It is understood and agreed that the Consultant's services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a supplemental agreement may be negotiated between the City and the Consultant describing the services desired and providing a basis for compensation to the Consultant.

B. Upon the Consultant's written request, the City will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the Consultant and City mutually deem necessary; and the Consultant may rely upon same in performing the services required under this Agreement.

8. TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete and current at the time of execution of the Agreement. The original Agreement rates and any additions thereto shall be adjusted to exclude any significant sums by which City determines the Agreement rate(s) was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such rate adjustments shall be made within one year following the end of this Agreement.

9. DEFAULT/TERMINATION

A. FOR CAUSE

If either party fails to fulfill its obligations under this Agreement in a timely and proper manner, the other party shall have the right to terminate this Agreement by giving written notice of any deficiency and by allowing the party in default seven (7) calendar days to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this Agreement shall terminate at the expiration of the seven (7) calendar day time period.

With regard to the Consultant, the following items shall be considered a default under this Agreement:

1) If the Consultant should be adjudged bankrupt, or if he, or it, should make a general assignment for the benefit of his, or its, creditors, or if a receiver should be appointed on account of his, or its, insolvency.

2) If the Consultant should persistently or repeatedly refuse or fail, except in cases for which an extension of time is provided, to provide the services contemplated by this Agreement.

3) If the Consultant disregards laws, ordinances, or the instructions of the Project Manager or otherwise is guilty of a substantial violation of the provisions of this Agreement.

In the event of termination, the Consultant shall only be entitled to receive payment for work satisfactorily completed prior to the termination date.

B. WITHOUT CAUSE

Either party may terminate the Agreement without cause at any time upon thirty (30) calendar days prior written notice to the other party. In the event of termination, the

City shall compensate the Consultant for all authorized work satisfactorily performed through the termination date.

10. SUBCONSULTANTS AND SUBCONTRACTORS

In the event the Consultant requires the services of any subconsultant, subcontractor or professional associate in connection with the services to be provided under this Agreement, Consultant shall secure the written approval of City Project Manager before engaging such subconsultant, subcontractor, or professional associate.

If a subconsultant fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subconsultant to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subconsultant by the City. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance of any portion of this Agreement as set forth in the Scope of Work.

The Consultant, its subconsultants, agents, servants, or employees agree to be bound by the Terms and Conditions of this Agreement and in the Consultant's agreement with the subconsultant for work to be performed for the City, the Consultant must incorporate the terms of this Agreement.

11. FEDERAL AND STATE TAX

The City is exempt from payment of Florida State Sales and Use Taxes.

The City will sign an exemption certificate submitted by the Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Consultant authorized to use the City's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

12. INSURANCE

Consultant shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the City, the types and amounts of insurance conforming to the minimum requirements set forth herein.

A. EVIDENCE OF INSURANCE

Consultant shall not commence work until the required insurance is in force and evidence of insurance acceptable to the City has been provided to, and approved by, the City. The City at all times reserves the right to request such additional

documentation and evidence of insurance as in its sole discretion it may require and the Consultant hereby agrees to provide same.

With respect to the Workers' Compensation/Employer's Liability Insurance, Professional Liability and Business Auto Liability Insurance, an appropriate Certificate of Insurance (which identifies the project), and a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies), signed by an authorized representative of the insurer(s) shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, an appropriate Certificate of Insurance (which identifies the project) signed by an authorized representative of the insurer, and copies of the actual additional insured and notice of cancellation endorsements as issued on the policy(ies), shall be satisfactory evidence of such insurance.

If the insurance policies expire or terminate during the term of this Agreement Consultant shall provide City with renewal or replacement evidence of the insurance, including endorsements, no less than fifteen (15) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to City, if requested by City, Consultant shall, within thirty (30) days after receipt of a written request from City, provide City with a certified copy or certified copies of the policy or policies providing the coverage required. Consultant may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required.

B. DESCRIPTION OF REQUIRED INSURANCE

Consultant shall be responsible for all damage to person and/or property resulting from its negligent acts, reckless or intentional misconduct, errors or omissions or those of its subcontractors, agents or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.

1) Workers' Compensation/Employer's Liability Insurance

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law.

The policy must be endorsed to waive the insurer’s right to subrogate against City, and its officials, officers and employees in the manner which would result from the

attachment of the NCCI Waiver of Our Right to Recover from Others Endorsement (Advisory Form WC 00 03 13) with City, and its officials, officers and employees scheduled thereon.

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	$1,000,000	Each Accident
	$1,000,000	Disease – Policy Limit
	$1,000,000	Disease - Each Employee

2) Commercial General Liability Insurance

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than any endorsements specifically required by ISO or the State of Florida.

The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

Mold, fungus, or bacteria
Terrorism
Silica, asbestos or lead
Sexual molestation

City and its officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured - Owners, Lessees, or Consultant).

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

The minimum limits (inclusive of amounts provided by an umbrella or excess policy):

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

3) Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Work.

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	$1,000,000

4) Professional Liability

Such insurance shall be on a form acceptable to City and shall cover errors and omissions arising out of the provision of the services required by this RFQ. Coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Agreement and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The insurance provided by Consultant shall be endorsed to provide City with 30 days prior written notice of cancellation. A maximum deductible or self-insured retention of $10,000 per claim/occurrence shall be permitted for this coverage.

The minimum amount of coverage (inclusive of any amounts provided by an umbrella or excess policy) shall be no less than:

$3,000,000 Each Claim/Annual Aggregate

5) Miscellaneous Provisions

The insurance provided by Consultant shall apply on a primary basis to any insurance or self-insurance maintained by City. Any insurance, or self-insurance, maintained by City shall be excess of, and shall not contribute with, the insurance provided by Consultant.

Except as otherwise specifically authorized in this Agreement, or for which prior written approval has been obtained hereunder, the insurance maintained by Consultant shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, City may permit the application of a deductible

or permit Consultant to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. In such instances, Consultant shall pay on behalf of City or City's officials, officers and employees any deductible or self-insured retention applicable to a claim against City or City's officials, officers and employees.

Compliance with these insurance requirements shall not limit the liability of Consultant. Any remedy provided to City by the insurance provided by Consultant shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Consultant) available to City under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by Consultant shall relieve Consultant from responsibility to provide insurance as required by this Agreement.

Certificates of Insurance must be completed as follows:

Certificate Holder

City of Fort Pierce
Attn: Purchasing Department
P.O. Box 1480
Fort Pierce FL 34954-1480

Additional Insured on the Commercial General Liability:

City of Fort Pierce and its officials, officers, and employees.

13. INDEMNIFICATION

Except for expenses or liabilities arising from the negligence of the City, the Consultant hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this Agreement as follows:

Consultant shall indemnify and hold harmless, to the maximum extent permitted by law, the City and their officials, officers, agents, and employees from and against any and all liability, claims, demands, penalties, court costs, judgments, damages, losses, (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), and costs (including reasonable attorney fees, litigation, arbitration, mediation, appeal expenses) to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Consultant and persons employed by or utilized by the Consultant in Consultant’s performance of this Agreement.

Consultant's obligation to indemnify and hold harmless shall remain in effect and shall be binding upon Consultant whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

Consultant's failure to comply with this section's provisions shall constitute a material breach upon which the City may immediately terminate or suspend this Agreement.

The Consultant hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided. It is the specific intent of the parties hereto that the foregoing indemnification complies with Sections 725.06 and 725.08, Florida Statutes (Chapter 725).

14. ASSIGNMENT

The City and Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and permitted assigns of such other party, in respect to all covenants of this Agreement; and, neither the City nor the Consultant will assign or transfer its rights and obligations in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

The Consultant agrees that the persons named in the Scope of Work shall provide services as described therein. The services of the person(s) so named are a substantial inducement and material consideration for this Agreement. In the event such persons can no longer provide the services required by this Agreement, the Consultant shall immediately notify the City in writing and the City may elect to terminate this Agreement without any liability to the Consultant for unfinished work product. The City may elect to compensate the Consultant for unfinished work product, provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.

15. PUBLIC RECORDS

A. City strictly adheres to all statutes, court decisions, and the opinions of the Florida Attorney General with respect to disclosure of public information under Chapter 119, Florida Statutes. In accordance with Chapter 119, Florida Statutes, Consultant shall comply with all public records laws and specifically:

1. Keep and maintain public records required by City to perform the service.

2. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time as provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Consultant does not transfer the records to City.

4. Upon completion of the Agreement, transfer, at no cost, to City all public records in possession of Consultant or keep and maintain public records required by City to perform the service. If Consultant transfers all public records to City upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.

B. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, lcox@cityoffortpierce.com, 100 North U.S. 1, Fort Pierce, FL 34950.

16. CONFLICT OF INTEREST

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes, to include, but not limited to, Sections 112.311 and 112.313, Florida Statutes. The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the City in writing by certified mail of all potential conflicts of interest prohibited by existing state law for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees

to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall, at his option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the Consultant under the terms of this Agreement. If, in the opinion of the City, the prospective business association, interest or circumstance does constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall either not enter into said association or terminate this Agreement with the City prior to entering into said association.

17. EXCUSABLE DELAYS (FORCE MAJEURE)

Neither party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its reasonable control (financial difficulty shall not be considered a cause beyond a party's control) all of which causes herein are called "Force Majeure", including, but without being limited to, strikes, lockouts, or other industrial disturbances; fires; unusual climatic conditions; acts of God; acts of a public enemy; or inability to obtain transportation or necessary materials in the open market. Provided, however, that market conditions, labor conditions, construction industry price trends and similar matters which normally affect the bidding process shall not be considered a Force Majeure. The party unable to perform as a result of force majeure promptly shall notify the other of the beginning and ending of each such period, and City shall compensate Consultant at the rates set forth herein, for the services performed by Consultant hereunder, up to the date of the beginning of such period.

18. PLEDGE OF CREDIT, ARREARS

The Consultant shall not pledge the City's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

19. OWNERSHIP OF DOCUMENTS

All original sketches, tracings, drawings, computations, details, design calculations, and other documents and plans that result from the Consultant's services under this Agreement are and remain the property of the City as instruments of service. The Consultant shall furnish copies to the City upon completion of such documents.

The City shall, at no additional expense, be furnished one (1) set of reproducible copies of any maps and/or drawings prepared for it by the Consultant. Consultant shall likewise submit copies of all field notes, calculation sheets and computer discs to the City.

20. INDEPENDENT CONSULTANT RELATIONSHIP

The relationship of the Consultant to the City will be solely that of a consultant. The Consultant is an independent consultant and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent consultant, between the City and the Consultant, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. The Consultant will provide the professional and technical services required for the successful completion of this Agreement in accordance with practices generally acceptable within the industry and good ethical standards.

21. ATTORNEYS' FEES AND COSTS

In the event of any dispute concerning the terms and conditions of this Agreement or in the event of any action by any party to this Agreement to judicially interpret or enforce this Agreement or any provision hereof, or in any dispute arising in any manner from this Agreement, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses, whether suit be brought or not, and whether any settlement shall be entered in any declaratory action, at trial or on appeal.

22. VERIFICATION OF EMPLOYMENT STATUS

The Consultant agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

23. PROHIBITION AGAINST CONTINGENT FEES

Per Section 287.055(6)(a), Florida Statutes, “The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.”

24. AUDIT

The Consultant agrees that the City or any of its duly authorized representatives shall, until the expiration of at least three years, or as otherwise applicable under law, after expenditure of funds under this Agreement, have access to and the right to examine

any directly pertinent books, documents, papers, and records of the Consultant involving transactions related to this Agreement. The Consultant agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found based on audit examination not to constitute allowable costs under this Agreement. The Consultant shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, or as otherwise applicable under law.

25. NON DISCRIMINATION

The Consultant covenants and agrees that the Consultant shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race or color; or, except where based on a bona fide occupational qualification, because of religion, sex, condition of pregnancy, national origin, age, handicap, or marital status.

26. AUTHORITY TO PRACTICE

The City represents that it is a political subdivision of the State of Florida with the authority to engage the professional and to accept the obligation for payment for the services.

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative on an annual basis.

27. SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

28. FLORIDA CONTRACTS

WHERE APPLICABLE AND PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL

EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

29. COMPLETE AGREEMENT

This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The Consultant recognizes that any representations, statements or negotiations made by the City staff do not suffice to legally bind the City in a contractual relationship unless they have been reduced to writing, authorized, and signed by an authorized City representative. This Agreement shall bind the parties, their assigns, and successors in interest.

30. AMENDMENT

This Agreement may be amended only with the written approval and agreement of the parties.

31. MODIFICATIONS OF WORK

The City reserves the right to make changes in Scope of Work, including alterations, reductions therein, or additions thereto. Upon receipt by the Consultant of the City's notification of a contemplated change, the Consultant shall, in writing:

A. Provide a detailed estimate for the increase or decrease in cost due to the contemplated change,

B. Notify the City of any estimated change in the completion date, and

C. Advise the City if the contemplated change shall affect the Consultant’s ability to meet the completion dates or schedules of this Agreement.

If the City so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the City shall initiate an Agreement Amendment or Change Order and the Consultant shall not commence work on any such change until the authorized representative for the City signs such written Amendment.

32. NOTICE

All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the

person giving such notice) hand delivered by messenger or courier service or mailed certified mail (postage prepaid) return receipt requested, addressed to:

City:
CITY OF FORT PIERCE
Attn: Purchasing Division
100 N. US Highway 1
Fort Pierce, FL 34950

Consultant:
ARCHITECTS DESIGN COLLABORATIVE, LLC
10489 SW Meeting Street
Port St. Lucie, FL 34987

With a Copy to:
City Attorney
City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

Should City or Consultant have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box.

33. CAPTIONS AND HEADINGS

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

34. WAIVER

No waiver by the City of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach of the same, or any other provision or the enforcement thereof. City's consent to or approval of any act by Consultant requiring consent or approval shall not be deemed to render unnecessary the obtaining of City's consent to or approval of any subsequent act by Consultant requiring consent or approval, whether or not similar to the act so consented or approved.

35. COMPLIANCE WITH LAWS

The Consultant, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Agreement. The City undertakes no duty to ensure such compliance, but will attempt to advise Consultant, upon request, as to any such laws of which it has present knowledge.

36. INTERPRETATION; CONTROLLING LAW; VENUE

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. The laws of the State of Florida shall govern this Agreement and all interpretations thereof. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in St. Lucie County, to include the Nineteenth Judicial Circuit of Florida for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

37. DISPUTE RESOLUTION; WAIVER OF JURY TRIAL

Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the Consultant and the City or its Project Manager. At all times, the Consultant shall carry on the work and maintain its progress schedule in accordance with the requirements of the Agreement and the determination of the City or its representatives, pending resolution of the dispute. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in St. Lucie County, Florida. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. **TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.**

38. ANTITRUST ASSIGNMENT

The Consultant, the City, and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida and local governments. Therefore, the Consultant assigns to the State of Florida and the City any and all claims for such overcharges as to goods, materials or services purchased in connection with the Agreement.

39. CONFIDENTIALITY

Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by City or other information to which Consultant has had access during the term of this Agreement without the prior written approval of the City during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

Consultant shall consider all information provided by City and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the Consultant's performance of the services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the City, in response to legal process, or in accordance with applicable law.

40. E-VERIFY

All requirements of Section 448.095, Florida Statutes, shall be complied with by Consultant. In accordance with, Section 448.095, Florida Statutes, Consultant shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Consultant enters into a contract with a subcontractor performing work or providing services on its behalf, Consultant shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. Consultant shall, upon request, provide evidence of compliance with this provision to the City. A contract terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the City terminates this contract with a contractor, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. Consultant is liable for any additional costs incurred by the City as a result of the termination of this contract under Section 448.095, Florida Statutes.

41. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

CONTINUING CONTRACT FOR

PROFESSIONAL SERVICES

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement in counterparts each of which shall be treated as an original upon the terms and conditions above stated.

ATTEST:

Linda Cox, City Clerk

CITY OF FORT PIERCE:

Linda Hudson, Mayor

10/15/24
Date

APPROVED AS TO FORM CORRECTNESS:

By: _____
Sara Hedges, City Attorney

CONSULTANT:

By: _____

Print: RAUL OCAMPO, JR.

Title: MANAGING PARTNER

Today's Date: 10/8/2024

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name: ARCHITECTS DESIGN COLLABORATIVE LLC

Authorized Representative's Name and Title: RAUL OCAMPO, JR. (MANAGING PARTNER)

Address: 10489 SW MEETING ST. PORT ST. LUCIE, FL 34987

City: PORT ST. LUCIE State: FL Zip Code: 34987

Phone Number: 772-286-9004 Email Address: RO@ADC-ARCHITECTS.NET

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____ RAUL OCAMPO, JR. 10/8/2024
Authorized Signature | Printed Name and Title | Date

STATE OF FLORIDA
COUNTY OF St. Lucie

Sworn (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization this 9 day of Oct, 2024 by Raul Ocampo who is

☒ personally known or
☐ produced identification (ID produced: _____).

Notary Public Signature: Diana Meyer (Seal)

Print Name: Diana Meyer My Commission Expires: 9/12/28

Notary Public State of Florida
Diana Meyer
My Commission HH 530518
Expires 9/12/2028

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

NOTICE OF AWARD

Date: June 24, 2024

To: Architects Design Collaborative, LLC.
10489 SW Meeting Street
Port St. Lucie, FL 34987
Attn: Raul Ocampo, Principal, Managing Partner

Solicitation: Miscellaneous Professional Continuing Services
RFQ No. 2024-005

Solicitation Due Date: 3:00 PM, Tuesday, November 14, 2023

Approval Date: City Commission approved on February 20, 2024

You are hereby notified that your firm has been approved as one of the City's Miscellaneous Professional Continuing Services providers on the solicitation noted above. Upon compliance with the conditions precedent to be fulfilled by you within the time specified, the Agreement will be executed and delivered to you. Enclosed are the following:

Item
Notice of Award
Agreement between City and Contractor
Certification of Nonsegregated Facilities
Non-Collusion Affidavit for Prime Bidder

Please take the following actions:

1. Execute Agreement and Notice of Award.

2. Have your insurance company complete Certificates of Insurance and Endorsements, see Section 12 of the contract.

3. Form CG 20 10: Please provide a copy of the actual endorsement issued to the policy, Form CG 20 10, which affords the required additional insured coverage. Please return all documents with acceptance of award.

4. Return enclosed no later than Wednesday, June 26, 2024, via email to:

Gelencia Carter, Purchasing Manager gcarter@cityoffortpierce.com
Carbon copy: purchasingdivision@cityoffortpierce.com

The contract documents must be signed by one of the officers registered with the State of Florida on the attached list; if not on list, provide a letter or copy of corporate resolution authorizing the individual to sign contract documents on behalf of the corporation.

We will return a fully executed copy of the Contract Documents, to your attention.

OWNER:
CITY OF FORT PIERCE
100 North U.S. Highway 1
Fort Pierce, FL 34950

BY: Gelencia Carter
Gelencia Carter, MPA, Purchasing Manager

Date: 6/24/24

ACKNOWLEDGE RECEIPT OF NOTICE:

CONTRACTOR:
ARCHITECTS DESIGN COLLABORATIVE, LLC.

BY: [signature]

PARTNER / MANAGER
Title

6/25/24
Date

CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for PROFESSIONAL SERVICES is made and entered into this 15th____ day of __July_____, 2024 by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "City", and Architects Design Collaborative, LLC., whose principal address is 10489 SW Meeting Street, Port St. Lucie, FL 34987 hereinafter referred to as "Consultant".

WHEREAS, pursuant to RFQ No. 2024-005 and Section 287.055, Florida Statutes, the City solicited proposals for non-exclusive contracts to perform professional architectural services with qualified firms for the performance of these services; and,

WHEREAS, at the regularly scheduled meeting on February 20, 2024, the Fort Pierce City Commission approved the negotiations of a continuing contract and authorized the execution of an agreement for Continuing Professional Services between City and Consultant hereinafter referred to as “Agreement” or "Contract"; and,

WHEREAS, the Consultant is willing and able to render professional services for various projects on an as-needed basis and for the compensation and on the terms hereinafter set forth.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, agreements, terms, and condition contained herein, do agree as follows:

1. SERVICES

The Consultant’s responsibility under this Agreement is to provide professional/ consultation services in the area of professional architectural services

2. TERM

The term of this Agreement shall be for a period of one (1) year beginning on the date first written above, with three (3) one (1) year renewal options available.

3. TECHNICAL AND PROFESSIONAL SERVICES

It shall be the responsibility of the Consultant to work with the City to provide professional architectural services related projects for City. Each project will require a separate work authorization using a form agreed to by both parties. The work authorization shall set out the scope of work, time of performance and compensation schedule for each project.

4. PERIOD OF SERVICE; WORK AUTHORIZATIONS

A. The Consultant will be available to begin work promptly after receipt of a fully executed copy of this Agreement. It is agreed that this Agreement shall be considered as a continuing contract and work will be initiated on an assignment-by-

CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for PROFESSIONAL SERVICES is made and entered into this ____ day of _____, 20___ by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "City", and _____, whose principal address is _____ hereinafter referred to as "Consultant".

WHEREAS, pursuant to RFQ No. 2024-005 and Section 287.055, Florida Statutes, the City solicited proposals for non-exclusive contracts to perform professional architectural services with qualified firms for the performance of these services; and,

WHEREAS, at the regularly scheduled meeting on February 20, 2024, the Fort Pierce City Commission approved the negotiations of a continuing contract and authorized the execution of an agreement for Continuing Professional Services between City and Consultant hereinafter referred to as "Agreement" or "Contract"; and,

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4. PERIOD OF SERVICE; WORK AUTHORIZATIONS

A. The Consultant will be available to begin work promptly after receipt of a fully executed copy of this Agreement. It is agreed that this Agreement shall be considered as a continuing contract and work will be initiated on an assignment-by-

assignment basis. The City reserves the right to select the respective Consultant who the City believes is in its best interest to perform the specified work.

B. If the Consultant's services called for under this Agreement are delayed for reasons beyond the Consultant's control, the time of performance shall be adjusted appropriately.

C. Specific work assignments shall be set forth in individual Work Authorizations, which will be issued to the Consultant. All Work Authorizations shall be executed on behalf of the City in accordance with the City Purchasing Policy. The Work Assignments shall describe the scope of the work to be performed, cost to perform the work , and shall set forth the schedule for completion of the work.

The City shall provide all criteria and full information as to City's requirements for the assignment and designate in writing a person with authority to act on City's behalf on all matters concerning this assignment.

5. TIME OF PERFORMANCE

Each project performed pursuant to this Agreement shall be performed in a timely manner without unreasonable delay within the time period identified in the work authorization.

If the work is not fully completed according to the terms of the Agreement and within the time limits stipulated in the individual work authorization, it is hereby acknowledged that the City will suffer damages which are not capable of ascertainment or calculation, and therefore the Consultant shall pay the City liquidated damages, a sum of which will be outlined in each individual work authorization, per day for each day following the required completion date, until the date upon which actual completion occurs.

6. COMPENSATION

The Consultant shall be compensated for all services satisfactorily completed in accordance with the terms and conditions of this Agreement and each work order. All invoices presented to the City for payment shall be on a Request for Payment form approved by the City. Payment for services performed will be processed within thirty (30) days of receipt and approval of invoice and in accordance with the Florida Prompt Payment Act, Florida Statutes Section 218.70-79.

7. GENERAL CONDITIONS

A. It is understood and agreed that the Consultant's services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a supplemental agreement may be negotiated between the City and

the Consultant describing the services desired and providing a basis for compensation to the Consultant.

B. Upon the Consultant's written request, the City will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the Consultant and City mutually deem necessary; and the Consultant may rely upon same in performing the services required under this Agreement.

8. TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement by Consultant shall act as the execution of as truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete and current at the time of execution of the Agreement. The original Agreement rates and any additions thereto shall be adjusted to exclude any significant sums by which City determines the Agreement rate(s) was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such rate adjustments shall be made within one year following the end of this Agreement.

9. DEFAULT/TERMINATION

A. FOR CAUSE

If either party fails to fulfill its obligations under this Agreement in a timely and proper manner, the other party shall have the right to terminate this Agreement by giving written notice of any deficiency and by allowing the party in default seven (7) calendar days to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this Agreement shall terminate at the expiration of the seven (7) calendar day time period.

With regard to the Consultant, the following items shall be considered a default under this Agreement:

1) If the Consultant should be adjudged bankrupt, or if he, or it, should make a general assignment for the benefit of his, or its, creditors, or if a receiver should be appointed on account of his, or its, insolvency.

2) If the Consultant should persistently or repeatedly refuse or fail, except in cases for which an extension of time is provided, to provide the services contemplated by this Agreement.

3) If the Consultant disregards laws, ordinances, or the instructions of the Project Manager or otherwise is guilty of a substantial violation of the provisions of this Agreement.

In the event of termination, the Consultant shall only be entitled to receive payment for work satisfactorily completed prior to the termination date.

B. WITHOUT CAUSE

Either party may terminate the Agreement without cause at any time upon thirty (30) -calendar days prior written notice to the other party. In the event of termination, the City shall compensate the Consultant for all authorized work satisfactorily performed through the termination date.

10. SUBCONSULTANTS AND SUBCONTRACTORS

In the event the Consultant requires the services of any subconsultant, subcontractor or professional associate in connection with the services to be provided under this Agreement, Consultant shall secure the written approval of City Project Manager before engaging such subconsultant, subcontractor, or professional associate.

If a subconsultant fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subconsultant to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subconsultant by the City. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance any portion of this Agreement as set forth in the Scope of Work.

The Consultant, its subconsultants, agents, servants, or employees agree to be bound by the Terms and Conditions of this Agreement and its agreement with the subconsultant for work to be performed for the City the Consultant must incorporate the terms of this Agreement.

11. FEDERAL AND STATE TAX

The City is exempt from payment of Florida State Sales and Use Taxes.

The City will sign an exemption certificate submitted by the Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Consultant authorized to use the City's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

12. INSURANCE

CONSULTANT shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the City, the types and amounts of insurance conforming to the minimum requirements set forth herein.

A. EVIDENCE OF INSURANCE

Consultant shall not commence work until the required insurance is in force and evidence of insurance acceptable to the City has been provided to, and approved by, the City. The City at all times reserves the right to request such additional documentation and evidence of insurance as in its sole discretion it may require and the CONSULTANT hereby agrees to provide same.

With respect to the Workers' Compensation/Employer's Liability Insurance, Professional Liability and Business Auto Liability Insurance, an appropriate Certificate of Insurance (which identifies the project), and a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies), signed by an authorized representative of the insurer(s) shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, an appropriate Certificate of Insurance (which identifies the project) signed by an authorized representative of the insurer, and copies of the actual additional insured and notice of cancellation endorsements as issued on the policy(ies), shall be satisfactory evidence of such insurance.

If the insurance policies expire or terminate during the term of this Agreement Consultant shall provide City with renewal or replacement evidence of the insurance, including endorsements, no less than fifteen (15) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to City, if requested by City, Consultant shall, within thirty (30) days after receipt of a written request from City, provide City with a certified copy or certified copies of the policy or policies providing the coverage required. Consultant may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required.

B. DESCRIPTION OF REQUIRED INSURANCE

Consultant shall be responsible for all damage to person and/or property resulting from its negligent acts, reckless or intentional misconduct, errors or omissions or those of its subcontractors, agents or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.

1) Workers' Compensation/Employer's Liability Insurance.

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law.

The policy must be endorsed to waive the insurer's right to subrogate against City, and its officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver of Our Right to Recover from Others Endorsement (Advisory Form WC 00 03 13) with City, and its officials, officers and employees scheduled thereon.

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	$1,000,000	Each Accident
	$1,000,000	Disease – Policy Limit
	$1,000,000	Disease - Each Employee

2) Commercial General Liability Insurance.

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than any endorsements specifically required by ISO or the State of Florida.

The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

Mold, fungus, or bacteria
Terrorism
Silica, asbestos or lead
Sexual molestation

City and its officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured - Owners, Lessees, or Consultant).

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

The minimum limits (inclusive of amounts provided by an umbrella or excess policy):

General Aggregate	$1,000,000
Products/Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

3) Automobile Liability Insurance.

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Work.

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	$1,000,000

4) Professional Liability

Such insurance shall be on a form acceptable to City and shall cover errors and omissions arising out of the provision of the services required by this RFQ. Coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Agreement and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The insurance provided by Consultant shall be endorsed to provide City with 30 days prior written notice of cancellation. A maximum deductible or self-insured retention of $10,000 per claim/occurrence shall be permitted for this coverage.

The minimum amount of coverage (inclusive of any amounts provided by an umbrella or excess policy) shall be no less than:

$3,000,000 Each Claim/Annual Aggregate

5) Miscellaneous Provisions

The insurance provided by Consultant shall apply on a primary basis to any insurance or self-insurance maintained by City. Any insurance, or self-insurance, maintained by City shall be excess of, and shall not contribute with, the insurance provided by Consultant.

Except as otherwise specifically authorized in this Agreement, or for which prior written approval has been obtained hereunder, the insurance maintained by Consultant shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, City may permit the application of a deductible or permit Consultant to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. In such instances, Consultant shall pay on behalf of CITY or CITY's officials, officers and employees any deductible or self-insured retention applicable to a claim against CITY or CITY's officials, officers and employees.

Compliance with these insurance requirements shall not limit the liability of Consultant. Any remedy provided to City by the insurance provided by Consultant shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Consultant) available to City under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by Consultant shall relieve Consultant from responsibility to provide insurance as required by this Agreement.

Certificates of Insurance must be completed as follows:

Certificate Holder

City of Fort Pierce
Attn: Purchasing Department
P.O. Box 1480
Fort Pierce FL 34954-1480

Additional Insured on the Commercial General Liability

City of Fort Pierce and its officials, officers, and employees.

13. INDEMNIFICATION

Except for expenses or liabilities arising from the negligence of the City, the Consultant hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this Agreement as follows:

Consultant shall indemnify and hold harmless, to the maximum extent permitted by law, the City and their officials, officers, agents, and employees from and against any and all liability, claims, demands, penalties, court costs, judgments, damages, losses, (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), and costs (including reasonable attorney fees, litigation, arbitration, mediation, appeal expenses) to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Consultant and persons employed by or utilized by the Consultant in Consultant's performance of this Agreement.

Consultant's obligation to indemnify and hold harmless shall remain in effect and shall be binding upon Consultant whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

Consultant's failure to comply with this section's provisions shall constitute a material breach upon which the City may immediately terminate or suspend this Agreement.

The Consultant hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided. It is the specific intent of the parties hereto that the foregoing indemnification complies with Sections 725.06 and 725.08, Florida Statutes (Chapter 725).

14. ASSIGNMENT

The City and Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and permitted assigns of such other party, in respect to all covenants of this Agreement; and, neither the City nor the Consultant will assign or transfer its rights and obligations in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

The Consultant agrees that the persons named in the scope of work shall provide services as described therein. The services of the person(s) so named are a substantial inducement and material consideration for this Agreement. In the event such persons can no longer provide the services required by this Agreement, the Consultant shall immediately notify the City in writing and the City may elect to terminate this Agreement without any liability to the Consultant for unfinished work product. The City may elect to compensate the Consultant for unfinished work product, provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.

15. PUBLIC RECORDS

A. City strictly adheres to all statutes, court decisions, and the opinions of the Florida Attorney General with respect to disclosure of public information under Chapter 119, Florida Statutes. In accordance with Chapter 119, Florida Statutes, Consultant shall comply with all public records laws, specifically to:

B. Keep and maintain public records required by City to perform the service.

C. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time as provided by law.

D. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Consultant does not transfer the records to City.

E. Upon completion of the Agreement, transfer, at no cost, to City all public records in possession of Consultant or keep and maintain public records required by City to perform the service. If Consultant transfers all public records to City upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.

F. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, lcox@city-ftpierce.com, 100 North U.S. 1, Fort Pierce, FL 34950.

16. CONFLICT OF INTEREST

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida

Statutes. The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the City in writing by certified mail of all potential conflicts of interest prohibited by existing state law for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall, at his/her option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the Consultant under the terms of this Agreement

17. EXCUSABLE DELAYS (FORCE MAJEURE)

Neither party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its reasonable control (financial difficulty shall not be considered a cause beyond a party's control) all of which causes herein are called "Force Majeure", including, but without being limited to, strikes, lockouts, or other industrial disturbances; fires; unusual climatic conditions; acts of God; acts of a public enemy; or inability to obtain transportation or necessary materials in the open market. Provided, however, that market conditions, labor conditions, construction industry price trends and similar matters which normally affect the bidding process shall not be considered a Force Majeure. The party unable to perform as a result of force majeure promptly shall notify the other of the beginning and ending of each such period, and City shall compensate Consultant at the rates set forth herein, for the services performed by Consultant hereunder, up to the date of the beginning of such period.

18. PLEDGE OF CREDIT, ARREARS

The Consultant shall not pledge the City's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

19. OWNERSHIP OF DOCUMENTS

All original sketches, tracings, drawings, computations, details, design calculations, and other documents and plans that result from the Consultant's services under this Agreement are and remain the property of the City as instruments of service. The Consultant shall furnish copies to the City upon completion of such documents.

The City shall, at no additional expense, be furnished one (1) set of reproducible copies of any maps and/or drawings prepared for it by the Consultant. Consultant shall likewise submit copies of all field notes, calculation sheets and computer discs to the City.

20. INDEPENDENT CONSULTANT RELATIONSHIP

The relationship of the Consultant to the City will be solely that of a consultant. The Consultant is an independent consultant and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent consultant, between the City and the Consultant, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. The Consultant will provide the professional and technical services required for the successful completion of this Agreement in accordance with practices generally acceptable within the industry and good ethical standards.

21. ATTORNEYS' FEES AND COSTS

In the event of any dispute concerning the terms and conditions of this Agreement or in the event of any action by any party to this Agreement to judicially interpret or enforce this Agreement or any provision hereof, or in any dispute arising in any manner from this Agreement, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses, whether suit be brought or not, and whether any settlement shall be entered in any declaratory action, at trial or on appeal.

22. VERIFICATION OF EMPLOYMENT STATUS

The Consultant agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control act of 1986, of all persons it employs in the performance of this Agreement.

23. PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for the

Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making this Agreement.

24. AUDIT

The Consultant agrees that the City or any of its duly authorized representatives shall, until the expiration of at least three years, or as otherwise applicable under law, after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Consultant involving transactions related to this Agreement. The Consultant agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found based on audit examination not to constitute allowable costs under this Agreement. The Consultant shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, or as otherwise applicable under law.

25. NON DISCRIMINATION

The Consultant covenants and agrees that the Consultant shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex or physical handicaps (except where based on a bona fide occupational qualification); or because of marital status, race, color, religion, national origin or ancestry.

26. ENFORCEMENT COSTS

It is understood and agreed that the Consultant's services under this Agreement do not include any participation, whatsoever, in any litigation. Should such services be required, a supplemental agreement may be negotiated between the City and the Consultant describing the services desired and providing a basis for compensation to the Consultant.

27. AUTHORITY TO PRACTICE

The City represents that it is a political subdivision of the State of Florida with the authority to engage the professional and to accept the obligation for payment for the services.

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative on an annual basis.

28. SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

29. FLORIDA CONTRACTS

WHERE APPLICABLE AND PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

30. COMPLETE AGREEMENT

This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The Consultant recognizes that any representations, statements or negotiations made by the City staff do not suffice to legally bind the City in a contractual relationship unless they have been reduced to writing, authorized, and signed by an authorized City representative. This Agreement shall bind the parties, their assigns, and successors in interest.

31. AMENDMENT

This Agreement may be amended only with the written approval and agreement of the parties.

32. MODIFICATIONS OF WORK

The City reserves the right to make changes in Scope of Work, including alterations, reductions therein, or additions thereto. Upon receipt by the Consultant of the City's notification of a contemplated change, the Consultant shall, in writing:

A. Provide a detailed estimate for the increase or decrease in cost due to the contemplated change,

B. Notify the City of any estimated change in the completion date, and

C. Advise the City if the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules of this Agreement.

If the City so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the City shall initiate an Agreement Amendment or Change Order and the Consultant shall not commence work on any such change until the authorized representative for the City signs such written Amendment.

33. NOTICE

All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service or mailed certified mail (postage prepaid) return receipt requested, addressed to:

City:
CITY OF FORT PIERCE
Attn: Purchasing Department
100 N. US Highway 1
Fort Pierce, FL 34950

Consultant:
Architects Design Collaborative, LLC.
10489 SW Meeting Street
Port St. Lucie, FL 34987
Attn: Raul Ocampo, Principal

With a Copy to:
City Attorney
City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950

As to the Consultant or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

Should City or Consultant have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box.

34. CAPTIONS AND HEADINGS

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

35. WAIVER

No waiver by the City of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by of the same, or any other provision or the enforcement thereof. City's consent to of or approval of any act by Consultant requiring consent or approval shall not be deemed to render unnecessary the obtaining of City's consent to or approval of any subsequent act by Consultant requiring consent or approval, whether or not similar to the act so consented or approved.

36. COMPLIANCE WITH LAWS

The Consultant, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Agreement. The City undertakes no duty to ensure such compliance, but will attempt to advise Consultant, upon request, as to any such laws of which it has present knowledge.

37. INTERPRETATION; CONTROLLING LAW; VENUE

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. The laws of the State of Florida shall govern all interpretations and this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in St. Lucie County, to include the Nineteenth Judicial Circuit of Florida for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

38. DISPUTE RESOLUTION

Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the Consultant and the City or its Project Manager. At all times, the Consultant shall carry on the work and maintain its progress schedule in accordance with the requirements of the Agreement and the determination of the City or its representatives, pending resolution of the dispute. The City Manager who shall reduce the decision to writing shall decide any dispute, which is not resolved by mutual agreement. The decision of the City shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

39. ANTITRUST ASSIGNMENT

The Consultant, the City, and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida and local governments. Therefore, the Consultant assigns to the State of Florida and the City any and all claims for such overcharges as to goods, materials or services purchased in connection with the Agreement.

40. CONFIDENTIALITY

Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by City or other information to which Consultant has had access during the term of this Agreement without the prior written approval of the CITY during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

Consultant shall consider all information provided by City and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the Consultant's performance of the services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the City, in response to legal process, or in accordance with applicable law.

41. E-VERIFY

All requirements of Section 448.095, Florida Statutes, shall be complied with by Consultant. In accordance with, Section 448.095, Florida Statutes, CONSULTANT shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Consultant enters into a contract with a subcontractor performing work or providing services on its behalf, Consultant shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. Consultant shall, upon request, provide evidence of compliance with this provision to the City. A contract terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the City terminates this contract with a contractor, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. Consultant is liable for any additional costs incurred by the City as a result of the termination of this contract under Section 448.095, Florida Statutes.

42. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement in counterparts each of which shall be treated as an original upon the terms and conditions above stated.

ATTEST:

Linda Cox, City Clerk

CITY OF FORT PIERCE:

Linda Hudson, Mayor

7/15/2024
Date

APPROVED AS TO FORM CORRECTNESS:

By: _____
Sara Hedges, City Attorney

CONSULTANT:

By: _____

Print: PAUL OCAMPO, JR.

Title: PARTNER

Today's Date: 6/25/24

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

CERTIFICATION OF NONSEGREGATED FACILITIES

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The Bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors, exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certification in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE: 6/25/24, 2024.

Official Address (Including Zip Code):

10489 SW MEETING STREET

PORT ST. LUCIE, FL 34987

By: _____
Name

RAUL OCAMPO, JR.
Name (Typed or Printed)

PRINCIPAL / PARTNER
Title

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

NON-COLLUSION AFFIDAVIT
FOR PRIME BIDDER

STATE OF FLORIDA

COUNTY OF ST. LUCIE COUNTY

RAUL OCAMPO, JR., being first duly sworn, deposes and says:

That he is PRINCIPAL / PARTNER OF ADC ARCHITECTS
(a partner or officer of the firm, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

ARCHITECTS DESIGN COLLABORATIVE, LLC
(Firm Name)

By: [signature]

Title: PRINCIPAL / PARTNER

Subscribed and sworn to before me this 26

day of, June 2024.

[signature] NATALIE LEVINE
Notary Public

My Commission expires: 10/25/2027

(Seal)

NATALIE LEVINE
MY COMMISSION # HH 458530
EXPIRES: October 25, 2027

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: AWILDA COLON, REDEVELOPMENT ASSISTANT, COMMUNITY AND ECONOMIC DEV

FROM: CAMILLE WALLACE, ESQ., SENIOR ASSISTANT CITY ATTORNEY CAW

THROUGH: SARA HEDGES, CITY ATTORNEY SH

CAO RLS# / RE: AMENDMENT NO. 1 – CONTINUING SERVICES CONTRACTS FOR PROFESSIONAL SERVICES:

RLS#244	Architect Design Collaborative	RLS#245	GFA INTERNATIONAL D/B/A UNIVERSAL ENGINEERING SCIENCES	RLS#246	EXP U.S. SERVICES, INC
RLS#247	DON BERGMAN ARCHITECTURE LLC	RLS#248	CAPE DESIGN ENGINEERING INC	RLS#249	BCER ENGINEERING INC
RLS#250	SGM ENGINEERING INC	RLS#251	ROYAL CONSULTING SERVICES INC.	RLS#252	TLC ENGINEERING SOLUTIONS INC.
RLS#253	COTLEUR & HEARING	RLS#254	MBV ENGINEERING INC.	RLS#261	INSPIRE PLACEMAKING COLLECTIVE INC

DATE: AUGUST 13, 2025

I have reviewed the above Request for Legal Services (RLS) related to Amendment No 1 to the Continuing Services Contract for Professional Services between the City of Fort Pierce and the above-named Consultants. Please note the following comments:

1. Each Amendment has been revised to reflect the procurement and agreement history.
2. Each Amendment has been revised to reflect the new Term Period and remaining renewals thereafter.
3. A redlined version of the Amendment for Architect Design Collaborative has been included with this Memo so changes made to all the other Amendments can be tracked.
4. The Amendment for Cape Design Engineering reflects the Consultant's legal name per Sunbiz records.
5. The Amendment for Cotleur & Hearing reflects the Consultant's legal name per Sunbiz records.
6. A clean version of each Amendment is included with this Memo which I recommend for template use for future Amendments.
7. All Amendments are approved as to form and correctness.
8. Recommendation: The Department should place all Amendments on the Commission consent Agenda for review and approval *prior* to execution.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail. Thank you.

City Commission Regular Meeting - 5:05 PM **11. F.**

Meeting Date: 09/02/2025

Re: Approval of Amendment No. 1 to Continuing Services Agreement for a One Year Renewal with BCER Engineering, Inc.

Submitted For: Shyanne Harnage, Director, Community and Economic Dev

SUBJECT:

Approval of Amendment No. 1 to Continuing Services Agreement for a One-Year Renewal with BCER Engineering, Inc.

SUMMARY:

Pursuant to the executed Continuing Services Agreement executed on September 16, 2024, the agreement includes three (3) one-year renewal options. Amendment No. 1 has been submitted to exercise the initial one-year renewal and ensure continuity of professional services without interruption.

RECOMMENDATION:

Staff recommends approval of a one-year renewal with BCER Engineering, Inc.

ALTERNATIVES:

Do not approve amendment and allow the contracts to expire, requiring a new solicitation before additional work can be assigned.

RESPONSIBLE STAFF:

Shyanne Harnage, Director, Community & Economic Development

COORDINATED WITH:

Gelencia Carter, Manager, Purchasing
Sara Hedges, City Attorney

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	N/A
Account:	N/A
Amount:	N/A

FISCAL IMPACT:

There is no fiscal impact associated with this amendment to the continuing contract at this time. Subsequent project agreements/specific authorizations will go before the City Commission/FPRA Board for approval with associated scope and funding.

Attachments

Amendment No. 1
Continuing Services Agreement
City Attorney Memo

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	08/25/2025 05:08 PM
City Manager	Richard Chess	08/27/2025 10:11 AM
Form Started By: Awilda Colon		Started On: 08/19/2025 01:42 PM
Final Approval Date: 08/27/2025		

FIRST AMENDMENT TO THE CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

This First Amendment to the Continuing Contract for Professional Services Agreement (hereinafter referred to as the "Amendment") is made and entered into this ____ day of _____, 20___ by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "City") and **BCER ENGINEERING, INC.,** whose principal address is **6555 N. Wickham Road, Suite 104, Melbourne, FL 32940** (hereinafter referred to as "Consultant")(hereinafter referred to collectively as the "Parties").

RECITALS:

WHEREAS, on September 16, 2024, the Parties entered into an agreement pursuant to RFQ 2024-005 and Section 287.055, Florida Statutes, for nonexclusive continuing contracts to perform professional services (hereinafter referred to as the "Agreement"); and

WHEREAS, the Parties now mutually desire to amend the Agreement to exercise a one (1) year renewal option to extend the Term Period to ensure the uninterrupted continuance of professional services to the City, and

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The foregoing recitations are true and correct and are incorporated herein by reference.

2. **Term**. Pursuant to Section 2 ("Term") of the Agreement, the Term Period shall be renewed for one (1) year commencing September 17, 2025, and shall remain in full force and effect, unless otherwise extended or terminated in writing. Two (2) one (1) year renewal options remain under the Term.

3. **Effective Date**. This First Amendment shall be effective upon execution by the Parties.

4. **Conflicts/Amendment**. Except as otherwise set forth herein, the terms and conditions of the Agreement, shall remain in full force and effect between the Parties. In the case of a perceived conflict between the terms of the Agreement and this Amendment, this Amendment shall govern.

5. **Counterparts.** The Parties agree for purposes of this Amendment, the Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts. Facsimile and electronic mail copies in "portable document format" (".pdf") form are acceptable and shall constitute effective execution and delivery of this Amendment as to the Parties and may be used in lieu of the original Amendment for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

FIRST AMENDMENT TO THE CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

IN WITNESS WHEREOF, the Parties hereto have accepted, made and executed this Amendment in counterparts, each of which shall be treated as an original upon the terms and conditions stated above.

ATTEST:

_____

Linda Cox, City Clerk

CITY OF FORT PIERCE:

_____

Linda Hudson, Mayor

_____

Date

APPROVED AS TO FORM AND CORRECTNESS:

_____

Sara K. Hedges, Esq., City Attorney

CONSULTANT - BCER ENGINEERING, INC.:

By: Robert M Cordero

Print: Robert M. (Mike) Cordero

Title: Managing Principal

Today's Date: 8/19/25

CONTINUING CONTRACT FOR

PROFESSIONAL SERVICES

THIS AGREEMENT for PROFESSIONAL SERVICES (hereinafter referred to as "Agreement" or "Contract") is made and entered into this 16 day of September, 2024 by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "City") and **BCER ENGINEERING, INC.**, whose principal address is **6555 N. Wickham Road, Suite 104, Melbourne, FL 32940** (hereinafter referred to as "Consultant").

WHEREAS, pursuant to RFQ No. 2024-005 and Section 287.055, Florida Statutes, the City solicited proposals for non-exclusive continuing contracts to perform professional services; and

WHEREAS, the Consultant is qualified pursuant to Section 287.055, Florida Statutes, to provide services within the scope of practice of **professional engineering services** [insert one of the following: professional architecture, engineering, landscape architecture, or registered surveyor and mapper services] under a continuing contract; and

WHEREAS, at the regularly scheduled meeting on February 20, 2024, the City Commission of the City of Fort Pierce approved the negotiations of a continuing contract and authorized the execution of an agreement for Continuing Professional Services between the City and Consultant; and

WHEREAS, the Consultant is willing and able to render professional services for various projects on an as-needed basis and for the compensation and on the terms hereinafter set forth.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, agreements, terms, and condition contained herein, do agree as follows:

1. SERVICES

The Consultant's responsibility under this Agreement is to provide professional services within the scope of practice of **professional engineering services** [insert one of the following: professional architecture, engineering, landscape architecture, or registered surveyor and mapper services] (hereinafter "professional services").

Consultant represents to the CITY that the professional services to be performed under this Agreement shall be in accordance with the highest standards accepted and established practices and procedures recognized as such in Consultant's trade in general and that Consultant shall conform to this Agreement.

Consultant shall be responsible for the technical accuracy of its professional services and documents resulting therefrom, and City shall not be responsible for discovering deficiencies therein. Consultant shall correct any such deficiencies without

additional compensation or cost to City, except to the extent any such deficiency is directly attributable to deficiencies in City-furnished information.

Consultant shall be responsible for the completeness and accuracy of the work prepared or compiled under Consultant's obligation for each project and shall correct, at Consultant's expense, all errors or omissions therein which may be disclosed. The cost necessary to correct those errors attributable to Consultant and any damage incurred by City as a result of additional costs to City caused by such errors shall be chargeable to Consultant and shall not be considered a cost of the Work. The fact that City has reviewed or approved Consultant's work shall in no way relieve Consultant of any of its responsibilities.

2. TERM

The term of this Agreement shall be for a period of one (1) year beginning on the date first written above, with three (3) one (1) year renewal options available.

3. TECHNICAL AND PROFESSIONAL SERVICES

It shall be the responsibility of the Consultant to work with the City to provide professional services related projects for City. Each project will require a separate Specific Authorization using a form agreed to by both parties. The Specific Authorization shall set out the scope of work, time of performance, compensation schedule for each project, and any other necessary terms.

4. PERIOD OF SERVICE; SPECIFIC AUTHORIZATIONS

A. The Consultant will be available to begin work promptly after receipt of a fully executed copy of this Agreement. It is agreed that this Agreement shall be considered as a continuing contract and work will be initiated on an assignment-by-assignment basis through the execution of a Specific Authorization. The City reserves the right to select the respective Consultant who the City believes is in its best interest to perform the specified work.

B. If the Consultant's professional services called for under this Agreement are delayed for reasons beyond the Consultant's control, the time of performance shall be adjusted appropriately through a Change Order, and only upon agreement by the City to the adjustment and that the reasons were beyond the Consultant's control, as outlined in Paragraph 17, below.

C. Specific work assignments shall be set forth in individual Specific Authorizations, which will be issued to the Consultant. All Specific Authorizations shall be executed on behalf of the City in accordance with the City Purchasing Policy. The Work Assignments shall describe the scope of the work to be performed, cost to perform the work and shall set forth the schedule for completion of the work.

D. The City shall provide all criteria and full information as to City's requirements for the assignment and designate in writing a person with authority to act on City's behalf on all matters concerning this assignment.

5. TIME OF PERFORMANCE

Each project performed pursuant to this Agreement shall be performed in a timely manner without unreasonable delay within the time period identified in the Specific Authorization.

If the work is not fully completed according to the terms of the Agreement and within the time limits stipulated in the individual Specific Authorization, it is hereby acknowledged that the City will suffer damages which are not capable of ascertainment or calculation, and therefore the Consultant shall pay the City liquidated damages, a sum of which will be outlined in each individual Specific Authorization, per day for each day following the required completion date, until the date upon which actual completion occurs.

6. COMPENSATION

The Consultant shall be compensated for all services satisfactorily completed in accordance with the terms and conditions of this Agreement and each work order. All invoices presented to the City for payment shall be on a Request for Payment form approved by the City. Payment for services performed will be processed within forty-five (45) days of receipt and approval of a proper invoice and in accordance with the applicable terms of the Local Government Prompt Payment Act, Sections 218.70-80, Florida Statutes.

7. GENERAL CONDITIONS

A. It is understood and agreed that the Consultant's services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a supplemental agreement may be negotiated between the City and the Consultant describing the services desired and providing a basis for compensation to the Consultant.

B. Upon the Consultant's written request, the City will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the Consultant and City mutually deem necessary; and the Consultant may rely upon same in performing the services required under this Agreement.

8. TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement by Consultant shall act as the execution of as truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete and current at the time of execution of the Agreement. The original Agreement rates and any additions thereto shall be adjusted to exclude any significant sums by which City determines the Agreement rate(s) was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such rate adjustments shall be made within one year following the end of this Agreement.

9. DEFAULT/TERMINATION

A. FOR CAUSE

If either party fails to fulfill its obligations under this Agreement in a timely and proper manner, the other party shall have the right to terminate this Agreement by giving written notice of any deficiency and by allowing the party in default seven (7) calendar days to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this Agreement shall terminate at the expiration of the seven (7) calendar day time period.

With regard to the Consultant, the following items shall be considered a default under this Agreement:

1) If the Consultant should be adjudged bankrupt, or if he, or it, should make a general assignment for the benefit of his, or its, creditors, or if a receiver should be appointed on account of his, or its, insolvency.

2) If the Consultant should persistently or repeatedly refuse or fail, except in cases for which an extension of time is provided, to provide the services contemplated by this Agreement.

3) If the Consultant disregards laws, ordinances, or the instructions of the Project Manager or otherwise is guilty of a substantial violation of the provisions of this Agreement.

In the event of termination, the Consultant shall only be entitled to receive payment for work satisfactorily completed prior to the termination date.

B. WITHOUT CAUSE

Either party may terminate the Agreement without cause at any time upon thirty (30) calendar days prior written notice to the other party. In the event of termination, the City shall compensate the Consultant for all authorized work satisfactorily performed through the termination date.

10. SUBCONSULTANTS AND SUBCONTRACTORS

In the event the Consultant requires the services of any subconsultant, subcontractor or professional associate in connection with the services to be provided under this Agreement, Consultant shall secure the written approval of City Project Manager before engaging such subconsultant, subcontractor, or professional associate.

If a subconsultant fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subconsultant to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subconsultant by the City. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance any portion of this Agreement as set forth in the Scope of Work.

The Consultant, its subconsultants, agents, servants, or employees agree to be bound by the Terms and Conditions of this Agreement and in the Consultant's agreement with the subconsultant for work to be performed for the City, the Consultant must incorporate the terms of this Agreement.

11. FEDERAL AND STATE TAX

The City is exempt from payment of Florida State Sales and Use Taxes.

The City will sign an exemption certificate submitted by the Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Consultant authorized to use the City's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

12. INSURANCE

CONSULTANT shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the City, the types and amounts of insurance conforming to the minimum requirements set forth herein.

A. EVIDENCE OF INSURANCE

Consultant shall not commence work until the required insurance is in force and evidence of insurance acceptable to the City has been provided to, and approved by, the City. The City at all times reserves the right to request such additional documentation and evidence of insurance as in its sole discretion it may require and the CONSULTANT hereby agrees to provide same.

With respect to the Workers' Compensation/Employer's Liability Insurance, Professional Liability and Business Auto Liability Insurance, an appropriate Certificate of Insurance (which identifies the project), and a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies), signed by an authorized representative of the insurer(s) shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, an appropriate Certificate of Insurance (which identifies the project) signed by an authorized representative of the insurer, and copies of the actual additional insured and notice of cancellation endorsements as issued on the policy(ies), shall be satisfactory evidence of such insurance.

If the insurance policies expire or terminate during the term of this Agreement Consultant shall provide City with renewal or replacement evidence of the insurance, including endorsements, no less than fifteen (15) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to City, if requested by City, Consultant shall, within thirty (30) days after receipt of a written request from City, provide City with a certified copy or certified copies of the policy or policies providing the coverage required. Consultant may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required.

B. DESCRIPTION OF REQUIRED INSURANCE

Consultant shall be responsible for all damage to person and/or property resulting from its negligent acts, reckless or intentional misconduct, errors or omissions or those of its subcontractors, agents or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.

1) Workers' Compensation/Employer's Liability Insurance

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law.

The policy must be endorsed to waive the insurer's right to subrogate against City, and its officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver of Our Right to Recover from Others Endorsement

(Advisory Form WC 00 03 13) with City, and its officials, officers and employees scheduled thereon.

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	$1,000,000	Each Accident
	$1,000,000	Disease – Policy Limit
	$1,000,000	Disease - Each Employee

2) Commercial General Liability Insurance

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than any endorsements specifically required by ISO or the State of Florida.

The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

Mold, fungus, or bacteria
Terrorism
Silica, asbestos or lead
Sexual molestation

City and its officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured - Owners, Lessees, or Consultant).

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

The minimum limits (inclusive of amounts provided by an umbrella or excess policy):

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

3) Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Work.

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	$1,000,000

4) Professional Liability

Such insurance shall be on a form acceptable to City and shall cover errors and omissions arising out of the provision of the services required by this RFQ. Coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Agreement and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The insurance provided by Consultant shall be endorsed to provide City with 30 days prior written notice of cancellation. A maximum deductible or self-insured retention of $10,000 per claim/occurrence shall be permitted for this coverage.

The minimum amount of coverage (inclusive of any amounts provided by an umbrella or excess policy) shall be no less than:

$3,000,000 Each Claim/Annual Aggregate

5) Miscellaneous Provisions

The insurance provided by Consultant shall apply on a primary basis to any insurance or self-insurance maintained by City. Any insurance, or self-insurance, maintained by City shall be excess of, and shall not contribute with, the insurance provided by Consultant.

Except as otherwise specifically authorized in this Agreement, or for which prior written approval has been obtained hereunder, the insurance maintained by Consultant shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, City may permit the application of a deductible or permit Consultant to self-insure, in whole or in part, one or more of the insurance

coverages required by this Agreement. In such instances, Consultant shall pay on behalf of CITY or CITY's officials, officers and employees any deductible or self-insured retention applicable to a claim against CITY or CITY's officials, officers and employees.

Compliance with these insurance requirements shall not limit the liability of Consultant. Any remedy provided to City by the insurance provided by Consultant shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Consultant) available to City under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by Consultant shall relieve Consultant from responsibility to provide insurance as required by this Agreement.

Certificates of Insurance must be completed as follows:

Certificate Holder

City of Fort Pierce
Attn: Purchasing Department
P.O. Box 1480
Fort Pierce FL 34954-1480

Additional Insured on the Commercial General Liability:

City of Fort Pierce and its officials, officers, and employees.

13. INDEMNIFICATION

Except for expenses or liabilities arising from the negligence of the City, the Consultant hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this Agreement as follows:

Consultant shall indemnify and hold harmless, to the maximum extent permitted by law, the City and their officials, officers, agents, and employees from and against any and all liability, claims, demands, penalties, court costs, judgments, damages, losses, (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), and costs (including reasonable attorney fees, litigation, arbitration, mediation, appeal expenses) to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Consultant and persons employed by or utilized by the Consultant in Consultant's performance of this Agreement.

Consultant's obligation to indemnify and hold harmless shall remain in effect and shall be binding upon Consultant whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

Consultant's failure to comply with this section's provisions shall constitute a material breach upon which the City may immediately terminate or suspend this Agreement.

The Consultant hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided. It is the specific intent of the parties hereto that the foregoing indemnification complies with Sections 725.06 and 725.08, Florida Statutes (Chapter 725).

14. ASSIGNMENT

The City and Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and permitted assigns of such other party, in respect to all covenants of this Agreement; and, neither the City nor the Consultant will assign or transfer its rights and obligations in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

The Consultant agrees that the persons named in the scope of work shall provide services as described therein. The services of the person(s) so named are a substantial inducement and material consideration for this Agreement. In the event such persons can no longer provide the services required by this Agreement, the Consultant shall immediately notify the City in writing and the City may elect to terminate this Agreement without any liability to the Consultant for unfinished work product. The City may elect to compensate the Consultant for unfinished work product, provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.

15. PUBLIC RECORDS

A. City strictly adheres to all statutes, court decisions, and the opinions of the Florida Attorney General with respect to disclosure of public information under Chapter 119, Florida Statutes. In accordance with Chapter 119, Florida Statutes, Consultant shall comply with all public records laws and specifically:

1. Keep and maintain public records required by City to perform the service.

2. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time as provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized

by law for the duration of the Agreement term and following completion of the Agreement if Consultant does not transfer the records to City.

4. Upon completion of the Agreement, transfer, at no cost, to City all public records in possession of Consultant or keep and maintain public records required by City to perform the service. If Consultant transfers all public records to City upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.

B. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, lcox@cityoffortpierce.com, 100 North U.S. 1, Fort Pierce, FL 34950.

16. CONFLICT OF INTEREST

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes, to include, but not limited to, Sections 112.311 and 112.313, Florida Statutes. The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the City in writing by certified mail of all potential conflicts of interest prohibited by existing state law for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the City, the prospective business

association, interest or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall, at his/her option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the Consultant under the terms of this Agreement. If, in the opinion of the City, the prospective business association, interest or circumstance does constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall either not enter into said association or terminate this Agreement with the City prior to entering into said association.

17. EXCUSABLE DELAYS (FORCE MAJEURE)

Neither party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its reasonable control (financial difficulty shall not be considered a cause beyond a party's control) all of which causes herein are called "Force Majeure", including, but without being limited to, strikes, lockouts, or other industrial disturbances; fires; unusual climatic conditions; acts of God; acts of a public enemy; or inability to obtain transportation or necessary materials in the open market. Provided, however, that market conditions, labor conditions, construction industry price trends and similar matters which normally affect the bidding process shall not be considered a Force Majeure. The party unable to perform as a result of force majeure promptly shall notify the other of the beginning and ending of each such period, and City shall compensate Consultant at the rates set forth herein, for the services performed by Consultant hereunder, up to the date of the beginning of such period.

18. PLEDGE OF CREDIT, ARREARS

The Consultant shall not pledge the City's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

19. OWNERSHIP OF DOCUMENTS

All original sketches, tracings, drawings, computations, details, design calculations, and other documents and plans that result from the Consultant's services under this Agreement are and remain the property of the City as instruments of service. The Consultant shall furnish copies to the City upon completion of such documents.

The City shall, at no additional expense, be furnished one (1) set of reproducible copies of any maps and/or drawings prepared for it by the Consultant. Consultant shall likewise submit copies of all field notes, calculation sheets and computer discs to the City.

20. INDEPENDENT CONSULTANT RELATIONSHIP

The relationship of the Consultant to the City will be solely that of a consultant. The Consultant is an independent consultant and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent consultant, between the City and the Consultant, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. The Consultant will provide the professional and technical services required for the successful completion of this Agreement in accordance with practices generally acceptable within the industry and good ethical standards.

21. ATTORNEYS' FEES AND COSTS

In the event of any dispute concerning the terms and conditions of this Agreement or in the event of any action by any party to this Agreement to judicially interpret or enforce this Agreement or any provision hereof, or in any dispute arising in any manner from this Agreement, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses, whether suit be brought or not, and whether any settlement shall be entered in any declaratory action, at trial or on appeal.

22. VERIFICATION OF EMPLOYMENT STATUS

The Consultant agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control act of 1986, of all persons it employs in the performance of this Agreement.

23. PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making this Agreement.

24. AUDIT

The Consultant agrees that the City or any of its duly authorized representatives shall, until the expiration of at least three years, or as otherwise applicable under law, after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Consultant involving transactions related to this Agreement. The Consultant agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found based on audit examination not to constitute allowable costs under this

Agreement. The Consultant shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, or as otherwise applicable under law.

25. NON DISCRIMINATION

The Consultant covenants and agrees that the Consultant shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex or physical handicaps (except where based on a bona fide occupational qualification); or because of marital status, race, color, religion, national origin or ancestry.

26. AUTHORITY TO PRACTICE

The City represents that it is a political subdivision of the State of Florida with the authority to engage the professional and to accept the obligation for payment for the services.

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative on an annual basis.

27. SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

28. FLORIDA CONTRACTS

WHERE APPLICABLE AND PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

29. COMPLETE AGREEMENT

This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The Consultant recognizes that any representations, statements or negotiations made by the City staff do not suffice to legally bind the City in a contractual relationship unless they have been reduced to writing, authorized, and signed by an authorized City representative. This Agreement shall bind the parties, their assigns, and successors in interest.

30. AMENDMENT

This Agreement may be amended only with the written approval and agreement of the parties.

31. MODIFICATIONS OF WORK

The City reserves the right to make changes in Scope of Work, including alterations, reductions therein, or additions thereto. Upon receipt by the Consultant of the City's notification of a contemplated change, the Consultant shall, in writing:

A. Provide a detailed estimate for the increase or decrease in cost due to the contemplated change,

B. Notify the City of any estimated change in the completion date, and

C. Advise the City if the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules of this Agreement.

If the City so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the City shall initiate an Agreement Amendment or Change Orderand the Consultant shall not commence work on any such change until the authorized representative for the City signs such written Amendment.

32. NOTICE

All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service or mailed certified mail (postage prepaid) return receipt requested, addressed to:

City:
CITY OF FORT PIERCE
Attn: Purchasing Department
100 N. US Highway 1
Fort Pierce, FL 34950

Consultant:
BCER ENGINEERING, INC.
6555 N. Wickham Road,
Suite 104
Melbourne, FL 32940

With a Copy to:
City Attorney
City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950

As to the Consultant or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

Should City or Consultant have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box.

33. CAPTIONS AND HEADINGS

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

34. WAIVER

No waiver by the City of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by of the same, or any other provision or the enforcement thereof. City's consent to or approval of any act by Consultant requiring consent or approval shall not be deemed to render unnecessary the obtaining of City's consent to or approval of any subsequent act by Consultant requiring consent or approval, whether or not similar to the act so consented or approved.

35. COMPLIANCE WITH LAWS

The Consultant, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Agreement. The City undertakes no duty to ensure such compliance, but will attempt to advise Consultant, upon request, as to any such laws of which it has present knowledge.

36. INTERPRETATION; CONTROLLING LAW; VENUE

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. The laws of the State of Florida shall govern this Agreement and all interpretations thereof. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in St. Lucie County, to include the Nineteenth Judicial Circuit of Florida for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

37. DISPUTE RESOLUTION

Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the Consultant and the City or its Project Manager. At all times, the Consultant shall carry on the work and maintain its progress schedule in accordance with the requirements of the Agreement and the determination of the City or its representatives, pending resolution of the dispute. The City Manager who shall reduce the decision to writing shall decide any dispute, which is not resolved by mutual agreement. The decision of the City shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

38. ANTITRUST ASSIGNMENT

The Consultant, the City, and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida and local governments. Therefore, the Consultant assigns to the State of Florida and the City any and all claims for such overcharges as to goods, materials or services purchased in connection with the Agreement.

39. CONFIDENTIALITY

Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects

assigned to Consultant by City or other information to which Consultant has had access during the term of this Agreement without the prior written approval of the City during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

Consultant shall consider all information provided by City and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the Consultant's performance of the services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the City, in response to legal process, or in accordance with applicable law.

40. E-VERIFY

All requirements of Section 448.095, Florida Statutes, shall be complied with by Consultant. In accordance with, Section 448.095, Florida Statutes, Consultant shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Consultant enters into a contract with a subcontractor performing work or providing services on its behalf, Consultant shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. Consultant shall, upon request, provide evidence of compliance with this provision to the City. A contract terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the City terminates this contract with a contractor, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. Consultant is liable for any additional costs incurred by the City as a result of the termination of this contract under Section 448.095, Florida Statutes.

41. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement in counterparts each of which shall be treated as an original upon the terms and conditions above stated.

ATTEST:

Linda W. Cox

Linda Cox, City Clerk

CITY OF FORT PIERCE:

Linda Hudson

Linda Hudson, Mayor

10/15/24

Date

APPROVED AS TO FORM CORRECTNESS:

By: _____

Sara Hedges, City Attorney

CONSULTANT:

By: _____

Print: David Hughes

Title: President

Today's Date: 09/25/2024

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name: BCER Engineering, Inc

Authorized Representative's Name and Title: David Hughes, President

Address: 6555 N. Wickham Rd, Ste 104

City: Melbourne State: FL Zip Code: 32940

Phone Number: (321) 241-4142 Email Address: dhughes@bcer.com

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By:	David Hughes, President	September 25, 2024
Authorized Signature	Printed Name and Title	Date

STATE OF FLORIDA
COUNTY OF St Lucie

Sworn (or affirmed) and subscribed before me by means of ☐ physical presence or ☒ online notarization

this 25 day of September, 20 24 by David Hughes, who is

☐ personally known or
☒ produced identification (ID produced: Colorado driver license).

Notary Public Signature: Darlene M Ruiz (Seal)

Print Name: Darlene M Ruiz My Commission Expires: April 13, 2026

Darlene M. Ruiz
Notary Public. State of Florida
Comm. Exp. 4/13/2026
Comm. No. HH 252635

Signer personally appeared by online notarization and produced identification via **OnlineNotary.us**

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: AWILDA COLON, REDEVELOPMENT ASSISTANT, COMMUNITY AND ECONOMIC DEV

FROM: CAMILLE WALLACE, ESQ., SENIOR ASSISTANT CITY ATTORNEY CAW

THROUGH: SARA HEDGES, CITY ATTORNEY SH

CAO RLS# / RE: AMENDMENT NO. 1 – CONTINUING SERVICES CONTRACTS FOR PROFESSIONAL SERVICES:

RLS#244	Architect Design Collaborative	RLS#245	GFA INTERNATIONAL D/B/A UNIVERSAL ENGINEERING SCIENCES	RLS#246	EXP U.S. SERVICES, INC
RLS#247	DON BERGMAN ARCHITECTURE LLC	RLS#248	CAPE DESIGN ENGINEERING INC	RLS#249	BCER ENGINEERING INC
RLS#250	SGM ENGINEERING INC	RLS#251	ROYAL CONSULTING SERVICES INC.	RLS#252	TLC ENGINEERING SOLUTIONS INC.
RLS#253	COTLEUR & HEARING	RLS#254	MBV ENGINEERING INC.	RLS#261	INSPIRE PLACEMAKING COLLECTIVE INC

DATE: AUGUST 13, 2025

I have reviewed the above Request for Legal Services (RLS) related to Amendment No 1 to the Continuing Services Contract for Professional Services between the City of Fort Pierce and the above-named Consultants. Please note the following comments:

1. Each Amendment has been revised to reflect the procurement and agreement history.
2. Each Amendment has been revised to reflect the new Term Period and remaining renewals thereafter.
3. A redlined version of the Amendment for Architect Design Collaborative has been included with this Memo so changes made to all the other Amendments can be tracked.
4. The Amendment for Cape Design Engineering reflects the Consultant's legal name per Sunbiz records.
5. The Amendment for Cotleur & Hearing reflects the Consultant's legal name per Sunbiz records.
6. A clean version of each Amendment is included with this Memo which I recommend for template use for future Amendments.
7. All Amendments are approved as to form and correctness.
8. Recommendation: The Department should place all Amendments on the Commission consent Agenda for review and approval *prior* to execution.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail. Thank you.

City Commission Regular Meeting - 5:05 PM **11. G.**

Meeting Date: 09/02/2025

Re: Approval of Amendment No. 1 to Amended Continuing Services Agreement for a One Year Renewal with Cotleur & Hearing, LLC

Submitted For: Shyanne Harnage, Director, Community and Economic Dev

SUBJECT:

Approval of Amendment No. 1 to Amended Continuing Services Agreement for a One-Year Renewal with Cotleur & Hearing, LLC for Professional Architectural Services

SUMMARY:

Pursuant to the Amended Continuing Services Agreement executed on September 16, 2024, the agreement includes three (3) one-year renewal options. Amendment No. 1 has been submitted to exercise the initial one-year renewal and ensure continuity of professional services without interruption.

RECOMMENDATION:

Staff recommends approval of a one-year renewal with Cotleur & Hearing, LLC.

ALTERNATIVES:

Do not approve amendment and allow the contracts to expire, requiring a new solicitation before additional work can be assigned.

RESPONSIBLE STAFF:

Shyanne Harnage, Director, Community & Economic Development

COORDINATED WITH:

Gelencia Carter, Manager, Purchasing
Sara Hedges, City Attorney

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	N/A
Account:	N/A
Amount:	N/A

FISCAL IMPACT:

There is no fiscal impact associated with this amendment to the continuing contract at this time. Subsequent project agreements/specific authorizations will go before the City Commission/FPRA Board for approval with associated scope and funding.

Attachments

Amendment No. 1
Amended Continuing Services Agreement
City Attorney Memo

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	08/25/2025 05:08 PM
City Manager	Richard Chess	08/27/2025 10:11 AM
Form Started By: Awilda Colon		Started On: 08/19/2025 10:36 AM
Final Approval Date: 08/27/2025		

FIRST AMENDMENT TO THE AMENDED CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

This First Amendment to the Amended Continuing Contract for Professional Services Agreement (hereinafter referred to as the "Amendment") is made and entered into this ____ day of _____, 20___ by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "City") and **Cotleur & Hearing, LLC,** whose principal address is **1934 Commerce Lane, Suite 1, Jupiter, FL 33458** (hereinafter referred to as "Consultant")(hereinafter referred to collectively as the "Parties").

RECITALS:

WHEREAS, on July 15, 2024, the Parties entered into an agreement pursuant to RFQ 2024-005 and Section 287.055, Florida Statutes, for nonexclusive continuing contracts to perform professional services; and

WHEREAS, on September 16, 2024, the Parties entered an Amended Continuing Contract for Professional Services to revise the terms and conditions (hereinafter referred to as the "Agreement"); and

WHEREAS, the Parties now mutually desire to amend the Agreement to exercise a one (1) year renewal option to extend the Term Period to ensure the uninterrupted continuance of professional services to the City**,** and

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The foregoing recitations are true and correct and are incorporated herein by reference.

2. **Term**. Pursuant to Section 2 ("Term") of the Agreement, the Term Period shall be renewed for one (1) year commencing September 17, 2025, and shall remain in full force and effect, unless otherwise extended or terminated in writing. Two (2) one (1) year renewal options remain under the Term.

3. **Effective Date**. This First Amendment shall be effective upon execution by the Parties.

4. **Conflicts/Amendment**. Except as otherwise set forth herein, the terms and conditions of the Agreement, shall remain in full force and effect between the

Parties. In the case of a perceived conflict between the terms of the Agreement and this Amendment, this Amendment shall govern.

5. **Counterparts.** The Parties agree for purposes of this Amendment, the Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts. Facsimile and electronic mail copies in “portable document format” (“.pdf”) form are acceptable and shall constitute effective execution and delivery of this Amendment as to the Parties and may be used in lieu of the original Amendment for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

FIRST AMENDMENT TO THE AMENDED CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

IN WITNESS WHEREOF, the Parties hereto have accepted, made and executed this Amendment in counterparts, each of which shall be treated as an original upon the terms and conditions stated above.

ATTEST:

_____

Linda Cox, City Clerk

CITY OF FORT PIERCE:

_____

Linda Hudson, Mayor

_____

Date

APPROVED AS TO FORM AND CORRECTNESS:

By: _____

Sara Hedges, City Attorney

CONSULTANT- COTLEUR & HEARING, LLC:

By: _____

Print: Aaron Wilbur

Title: Co-President

Today's Date: 8/18/2025

AMENDED CONTINUING CONTRACT FOR

PROFESSIONAL SERVICES

THIS AGREEMENT for PROFESSIONAL SERVICES (hereinafter referred to as "Agreement" or "Contract") is made and entered into this 16 day of September, 2024 by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "City") and **COTLEUR & HEARING, INC.**, whose principal address is **1934 Commerce Lane, Suite 1, Jupiter, FL 33458** (hereinafter referred to as "Consultant").

WHEREAS, pursuant to RFQ No. 2024-005 and Section 287.055, Florida Statutes, the City solicited proposals for non-exclusive continuing contracts to perform professional services; and

WHEREAS, the Consultant is qualified pursuant to Section 287.055, Florida Statutes, to provide services within the scope of practice of **professional architectural services** under a continuing contract; and

WHEREAS, at the regularly scheduled meeting on February 20, 2024, the City Commission of the City of Fort Pierce approved the negotiations of a continuing contract and authorized the execution of an agreement for Continuing Professional Services between the City and Consultant; and

WHEREAS, a previous continuing contract for professional services was executed on July 15, 2024, the terms of which have been updated, and the previously-executed contract is hereby replaced in its entirety with this Amended Continuing Contract for Professional Services; and

WHEREAS, the Consultant is willing and able to render professional services for various projects on an as-needed basis and for the compensation and on the terms hereinafter set forth.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, agreements, terms, and condition contained herein, do agree as follows:

1. SERVICES

The Consultant's responsibility under this Agreement is to provide professional services within the scope of practice of **professional architecture services and urban planning** (hereinafter "professional services").

Consultant represents to the City that the professional services to be performed under this Agreement shall be in accordance with the highest standards accepted and established practices and procedures recognized as such in Consultant's trade in general and that Consultant shall conform to this Agreement.

Consultant shall be responsible for the technical accuracy of its professional services and documents resulting therefrom, and City shall not be responsible for

discovering deficiencies therein. Consultant shall correct any such deficiencies without additional compensation or cost to City, except to the extent any such deficiency is directly attributable to deficiencies in City-furnished information.

Consultant shall be responsible for the completeness and accuracy of the work prepared or compiled under Consultant's obligation for each project and shall correct, at Consultant's expense, all errors or omissions therein which may be disclosed. The cost necessary to correct those errors attributable to Consultant and any damage incurred by City as a result of additional costs to City caused by such errors shall be chargeable to Consultant and shall not be considered a cost of the Work. The fact that City has reviewed or approved Consultant's work shall in no way relieve Consultant of any of its responsibilities.

2. TERM

The term of this Agreement shall be for a period of one (1) year beginning on the date first written above, with three (3) one (1) year renewal options available.

3. TECHNICAL AND PROFESSIONAL SERVICES

It shall be the responsibility of the Consultant to work with the City to provide professional services related projects for City. Each project will require a separate Specific Authorization using a form agreed to by both parties. The Specific Authorization shall set out the Scope of Work, time of performance, compensation schedule for each project, and any other necessary terms.

4. PERIOD OF SERVICE; SPECIFIC AUTHORIZATIONS

A. The Consultant will be available to begin work promptly after receipt of a fully executed copy of this Agreement. It is agreed that this Agreement shall be considered as a continuing contract and work will be initiated on an assignment-by-assignment basis through the execution of a Specific Authorization. The City reserves the right to select the respective Consultant who the City believes is in its best interest to perform the specified work.

B. If the Consultant's professional services called for under this Agreement are delayed for reasons beyond the Consultant's control, the time of performance shall be adjusted appropriately through a Change Order, and only upon agreement by the City to the adjustment and that the reasons were beyond the Consultant's control, as outlined in Paragraph 17, below.

C. Specific work assignments shall be set forth in individual Specific Authorizations, which will be issued to the Consultant. All Specific Authorizations shall be executed on behalf of the City in accordance with the City Purchasing Policy. The Specific Authorizations shall describe the scope of the work to be performed, cost to perform the work and shall set forth the schedule for completion of the work.

D. The City shall provide all criteria and full information as to City's requirements for the assignment and designate in writing a person with authority to act on City's behalf on all matters concerning this assignment.

5. TIME OF PERFORMANCE

Each project performed pursuant to this Agreement shall be performed in a timely manner without unreasonable delay within the time period identified in the Specific Authorization.

If the work is not fully completed according to the terms of the Agreement and within the time limits stipulated in the individual Specific Authorization, it is hereby acknowledged that the City will suffer damages which are not capable of ascertainment or calculation, and therefore the Consultant shall pay the City liquidated damages, a sum of which will be outlined in each individual Specific Authorization, per day for each day following the required completion date, until the date upon which actual completion occurs.

6. COMPENSATION

The Consultant shall be compensated for all services satisfactorily completed in accordance with the terms and conditions of this Agreement and each Specific Authorization. All invoices presented to the City for payment shall be on a Request for Payment form approved by the City. Payment for services performed will be processed within forty-five (45) days of receipt and approval of a proper invoice and in accordance with the applicable terms of the Local Government Prompt Payment Act, Sections 218.70-80, Florida Statutes.

7. GENERAL CONDITIONS

A. It is understood and agreed that the Consultant's services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a supplemental agreement may be negotiated between the City and the Consultant describing the services desired and providing a basis for compensation to the Consultant.

B. Upon the Consultant's written request, the City will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the Consultant and City mutually deem necessary; and the Consultant may rely upon same in performing the services required under this Agreement.

8. TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete and current at the time of execution of the Agreement. The original Agreement rates and any additions thereto shall be adjusted to exclude any significant sums by which City determines the Agreement rate(s) was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such rate adjustments shall be made within one year following the end of this Agreement.

9. DEFAULT/TERMINATION

A. FOR CAUSE

If either party fails to fulfill its obligations under this Agreement in a timely and proper manner, the other party shall have the right to terminate this Agreement by giving written notice of any deficiency and by allowing the party in default seven (7) calendar days to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this Agreement shall terminate at the expiration of the seven (7) calendar day time period.

With regard to the Consultant, the following items shall be considered a default under this Agreement:

1) If the Consultant should be adjudged bankrupt, or if he, or it, should make a general assignment for the benefit of his, or its, creditors, or if a receiver should be appointed on account of his, or its, insolvency.

2) If the Consultant should persistently or repeatedly refuse or fail, except in cases for which an extension of time is provided, to provide the services contemplated by this Agreement.

3) If the Consultant disregards laws, ordinances, or the instructions of the Project Manager or otherwise is guilty of a substantial violation of the provisions of this Agreement.

In the event of termination, the Consultant shall only be entitled to receive payment for work satisfactorily completed prior to the termination date.

B. WITHOUT CAUSE

Either party may terminate the Agreement without cause at any time upon thirty (30) calendar days prior written notice to the other party. In the event of termination, the

City shall compensate the Consultant for all authorized work satisfactorily performed through the termination date.

10. SUBCONSULTANTS AND SUBCONTRACTORS

In the event the Consultant requires the services of any subconsultant, subcontractor or professional associate in connection with the services to be provided under this Agreement, Consultant shall secure the written approval of City Project Manager before engaging such subconsultant, subcontractor, or professional associate.

If a subconsultant fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subconsultant to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subconsultant by the City. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance of any portion of this Agreement as set forth in the Scope of Work.

The Consultant, its subconsultants, agents, servants, or employees agree to be bound by the Terms and Conditions of this Agreement and in the Consultant's agreement with the subconsultant for work to be performed for the City, the Consultant must incorporate the terms of this Agreement.

11. FEDERAL AND STATE TAX

The City is exempt from payment of Florida State Sales and Use Taxes.

The City will sign an exemption certificate submitted by the Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Consultant authorized to use the City's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

12. INSURANCE

Consultant shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the City, the types and amounts of insurance conforming to the minimum requirements set forth herein.

A. EVIDENCE OF INSURANCE

Consultant shall not commence work until the required insurance is in force and evidence of insurance acceptable to the City has been provided to, and approved by, the City. The City at all times reserves the right to request such additional

documentation and evidence of insurance as in its sole discretion it may require and the Consultant hereby agrees to provide same.

With respect to the Workers' Compensation/Employer's Liability Insurance, Professional Liability and Business Auto Liability Insurance, an appropriate Certificate of Insurance (which identifies the project), and a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies), signed by an authorized representative of the insurer(s) shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, an appropriate Certificate of Insurance (which identifies the project) signed by an authorized representative of the insurer, and copies of the actual additional insured and notice of cancellation endorsements as issued on the policy(ies), shall be satisfactory evidence of such insurance.

If the insurance policies expire or terminate during the term of this Agreement Consultant shall provide City with renewal or replacement evidence of the insurance, including endorsements, no less than fifteen (15) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to City, if requested by City, Consultant shall, within thirty (30) days after receipt of a written request from City, provide City with a certified copy or certified copies of the policy or policies providing the coverage required. Consultant may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required.

B. DESCRIPTION OF REQUIRED INSURANCE

Consultant shall be responsible for all damage to person and/or property resulting from its negligent acts, reckless or intentional misconduct, errors or omissions or those of its subcontractors, agents or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.

1) Workers' Compensation/Employer's Liability Insurance

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law.

The policy must be endorsed to waive the insurer’s right to subrogate against City, and its officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver of Our Right to Recover from Others Endorsement (Advisory Form WC 00 03 13) with City, and its officials, officers and employees scheduled thereon.

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	$1,000,000	Each Accident
	$1,000,000	Disease – Policy Limit
	$1,000,000	Disease - Each Employee

2) Commercial General Liability Insurance

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than any endorsements specifically required by ISO or the State of Florida.

The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

Mold, fungus, or bacteria
Terrorism
Silica, asbestos or lead
Sexual molestation

City and its officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured - Owners, Lessees, or Consultant).

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

The minimum limits (inclusive of amounts provided by an umbrella or excess policy):

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

3) Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Work.

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	$1,000,000

4) Professional Liability

Such insurance shall be on a form acceptable to City and shall cover errors and omissions arising out of the provision of the services required by this RFQ. Coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Agreement and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The insurance provided by Consultant shall be endorsed to provide City with 30 days prior written notice of cancellation. A maximum deductible or self-insured retention of $10,000 per claim/occurrence shall be permitted for this coverage.

The minimum amount of coverage (inclusive of any amounts provided by an umbrella or excess policy) shall be no less than:

$3,000,000 Each Claim/Annual Aggregate

5) Miscellaneous Provisions

The insurance provided by Consultant shall apply on a primary basis to any insurance or self-insurance maintained by City. Any insurance, or self-insurance, maintained by City shall be excess of, and shall not contribute with, the insurance provided by Consultant.

Except as otherwise specifically authorized in this Agreement, or for which prior written approval has been obtained hereunder, the insurance maintained by Consultant shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, City may permit the application of a deductible or permit Consultant to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. In such instances, Consultant shall pay on behalf

of City or City's officials, officers and employees any deductible or self-insured retention applicable to a claim against City or City's officials, officers and employees.

Compliance with these insurance requirements shall not limit the liability of Consultant. Any remedy provided to City by the insurance provided by Consultant shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Consultant) available to City under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by Consultant shall relieve Consultant from responsibility to provide insurance as required by this Agreement.

Certificates of Insurance must be completed as follows:

Certificate Holder

City of Fort Pierce
Attn: Purchasing Department
P.O. Box 1480
Fort Pierce FL 34954-1480

Additional Insured on the Commercial General Liability:

City of Fort Pierce and its officials, officers, and employees.

13. INDEMNIFICATION

Except for expenses or liabilities arising from the negligence of the City, the Consultant hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this Agreement as follows:

Consultant shall indemnify and hold harmless, to the maximum extent permitted by law, the City and their officials, officers, agents, and employees from and against any and all liability, claims, demands, penalties, court costs, judgments, damages, losses, (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), and costs (including reasonable attorney fees, litigation, arbitration, mediation, appeal expenses) to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Consultant and persons employed by or utilized by the Consultant in Consultant’s performance of this Agreement.

Consultant’s obligation to indemnify and hold harmless shall remain in effect and shall be binding upon Consultant whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

Consultant's failure to comply with this section's provisions shall constitute a material breach upon which the City may immediately terminate or suspend this Agreement.

The Consultant hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided. It is the specific intent of the parties hereto that the foregoing indemnification complies with Sections 725.06 and 725.08, Florida Statutes (Chapter 725).

14. ASSIGNMENT

The City and Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and permitted assigns of such other party, in respect to all covenants of this Agreement; and, neither the City nor the Consultant will assign or transfer its rights and obligations in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

The Consultant agrees that the persons named in the Scope of Work shall provide services as described therein. The services of the person(s) so named are a substantial inducement and material consideration for this Agreement. In the event such persons can no longer provide the services required by this Agreement, the Consultant shall immediately notify the City in writing and the City may elect to terminate this Agreement without any liability to the Consultant for unfinished work product. The City may elect to compensate the Consultant for unfinished work product, provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.

15. PUBLIC RECORDS

A. City strictly adheres to all statutes, court decisions, and the opinions of the Florida Attorney General with respect to disclosure of public information under Chapter 119, Florida Statutes. In accordance with Chapter 119, Florida Statutes, Consultant shall comply with all public records laws and specifically:

1. Keep and maintain public records required by City to perform the service.

2. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time as provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Consultant does not transfer the records to City.

4. Upon completion of the Agreement, transfer, at no cost, to City all public records in possession of Consultant or keep and maintain public records required by City to perform the service. If Consultant transfers all public records to City upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.

B. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, lcox@cityoffortpierce.com, 100 North U.S. 1, Fort Pierce, FL 34950.

16. CONFLICT OF INTEREST

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes, to include, but not limited to, Sections 112.311 and 112.313, Florida Statutes. The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the City in writing by certified mail of all potential conflicts of interest prohibited by existing state law for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall, at his

option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the Consultant under the terms of this Agreement. If, in the opinion of the City, the prospective business association, interest or circumstance does constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall either not enter into said association or terminate this Agreement with the City prior to entering into said association.

17. EXCUSABLE DELAYS (FORCE MAJEURE)

Neither party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its reasonable control (financial difficulty shall not be considered a cause beyond a party's control) all of which causes herein are called "Force Majeure", including, but without being limited to, strikes, lockouts, or other industrial disturbances; fires; unusual climatic conditions; acts of God; acts of a public enemy; or inability to obtain transportation or necessary materials in the open market. Provided, however, that market conditions, labor conditions, construction industry price trends and similar matters which normally affect the bidding process shall not be considered a Force Majeure. The party unable to perform as a result of force majeure promptly shall notify the other of the beginning and ending of each such period, and City shall compensate Consultant at the rates set forth herein, for the services performed by Consultant hereunder, up to the date of the beginning of such period.

18. PLEDGE OF CREDIT, ARREARS

The Consultant shall not pledge the City's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

19. OWNERSHIP OF DOCUMENTS

All original sketches, tracings, drawings, computations, details, design calculations, and other documents and plans that result from the Consultant's services under this Agreement are and remain the property of the City as instruments of service. The Consultant shall furnish copies to the City upon completion of such documents.

The City shall, at no additional expense, be furnished one (1) set of reproducible copies of any maps and/or drawings prepared for it by the Consultant. Consultant shall likewise submit copies of all field notes, calculation sheets and computer discs to the City.

20. INDEPENDENT CONSULTANT RELATIONSHIP

The relationship of the Consultant to the City will be solely that of a consultant. The Consultant is an independent consultant and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent consultant, between the City and the Consultant, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. The Consultant will provide the professional and technical services required for the successful completion of this Agreement in accordance with practices generally acceptable within the industry and good ethical standards.

21. ATTORNEYS' FEES AND COSTS

In the event of any dispute concerning the terms and conditions of this Agreement or in the event of any action by any party to this Agreement to judicially interpret or enforce this Agreement or any provision hereof, or in any dispute arising in any manner from this Agreement, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses, whether suit be brought or not, and whether any settlement shall be entered in any declaratory action, at trial or on appeal.

22. VERIFICATION OF EMPLOYMENT STATUS

The Consultant agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

23. PROHIBITION AGAINST CONTINGENT FEES

Per Section 287.055(6)(a), Florida Statutes, “The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.”

24. AUDIT

The Consultant agrees that the City or any of its duly authorized representatives shall, until the expiration of at least three years, or as otherwise applicable under law, after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Consultant involving

transactions related to this Agreement. The Consultant agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found based on audit examination not to constitute allowable costs under this Agreement. The Consultant shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, or as otherwise applicable under law.

25. NON DISCRIMINATION

The Consultant covenants and agrees that the Consultant shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race or color; or, except where based on a bona fide occupational qualification, because of religion, sex, condition of pregnancy, national origin, age, handicap, or marital status.

26. AUTHORITY TO PRACTICE

The City represents that it is a political subdivision of the State of Florida with the authority to engage the professional and to accept the obligation for payment for the services.

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative on an annual basis.

27. SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

28. FLORIDA CONTRACTS

WHERE APPLICABLE AND PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

29. COMPLETE AGREEMENT

This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The Consultant recognizes that any representations, statements or negotiations made by the City staff do not suffice to legally bind the City in a contractual relationship unless they have been reduced to writing, authorized, and signed by an authorized City representative. This Agreement shall bind the parties, their assigns, and successors in interest.

30. AMENDMENT

This Agreement may be amended only with the written approval and agreement of the parties.

31. MODIFICATIONS OF WORK

The City reserves the right to make changes in Scope of Work, including alterations, reductions therein, or additions thereto. Upon receipt by the Consultant of the City's notification of a contemplated change, the Consultant shall, in writing:

A. Provide a detailed estimate for the increase or decrease in cost due to the contemplated change,

B. Notify the City of any estimated change in the completion date, and

C. Advise the City if the contemplated change shall affect the Consultant’s ability to meet the completion dates or schedules of this Agreement.

If the City so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the City shall initiate an Agreement Amendment or Change Order and the Consultant shall not commence work on any such change until the authorized representative for the City signs such written Amendment.

32. NOTICE

All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service or mailed certified mail (postage prepaid) return receipt requested, addressed to:

City:
CITY OF FORT PIERCE
Attn: Purchasing Department
100 N. US Highway 1
Fort Pierce, FL 34950

Consultant:
COTLEUR & HEARING INC.
1934 Commerce Lane
Suite 1
Jupiter, FL 33458

With a Copy to:
City Attorney
City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

Should City or Consultant have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box.

33. CAPTIONS AND HEADINGS

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

34. WAIVER

No waiver by the City of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach of the same, or any other provision or the enforcement thereof. City's consent to or approval of any act by Consultant requiring consent or approval shall not be deemed to render unnecessary the obtaining of City's consent to or approval of any subsequent act by Consultant requiring consent or approval, whether or not similar to the act so consented or approved.

35. COMPLIANCE WITH LAWS

The Consultant, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Agreement. The City undertakes no duty to ensure such compliance, but will attempt to advise Consultant, upon request, as to any such laws of which it has present knowledge.

36. INTERPRETATION; CONTROLLING LAW; VENUE

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. The laws of the State of Florida shall govern this Agreement and all interpretations thereof. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in St. Lucie County, to include the Nineteenth Judicial Circuit of Florida for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

37. DISPUTE RESOLUTION; WAIVER OF JURY TRIAL

Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the Consultant and the City or its Project Manager. At all times, the Consultant shall carry on the work and maintain its progress schedule in accordance with the requirements of the Agreement and the determination of the City or its representatives, pending resolution of the dispute. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in St. Lucie County, Florida. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. **TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.**

38. ANTITRUST ASSIGNMENT

The Consultant, the City, and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida and local governments. Therefore, the Consultant assigns to the State of Florida and the City any and all claims for such overcharges as to goods, materials or services purchased in connection with the Agreement.

39. CONFIDENTIALITY

Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by City or other information to which Consultant has had access during the term of this Agreement without the prior written approval of the City during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

Consultant shall consider all information provided by City and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the Consultant's performance of the services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the City, in response to legal process, or in accordance with applicable law.

40. E-VERIFY

All requirements of Section 448.095, Florida Statutes, shall be complied with by Consultant. In accordance with, Section 448.095, Florida Statutes, Consultant shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Consultant enters into a contract with a subcontractor performing work or providing services on its behalf, Consultant shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. Consultant shall, upon request, provide evidence of compliance with this provision to the City. A contract terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the City terminates this contract with a contractor, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. Consultant is liable for any additional costs incurred by the City as a result of the termination of this contract under Section 448.095, Florida Statutes.

41. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

CONTINUING CONTRACT FOR

PROFESSIONAL SERVICES

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement in counterparts each of which shall be treated as an original upon the terms and conditions above stated.

ATTEST:

Linda Cox, City Clerk

CITY OF FORT PIERCE:

Linda Hudson, Mayor

9/16/24
Date

APPROVED AS TO FORM CORRECTNESS:

By: _____
Sara Hedges, City Attorney

CONSULTANT:

By: _____

Print: Aaron Wilbur

Title: Partner

Today's Date: 9/23/2024

STATE OF FLORIDA
COUNTY OF Palm Beach

Sworn (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization

this 23 day of September, 20 24 by Aaron Wilbur, who is

☒ personally known or
☐ produced identification (ID produced: _____).

Notary Public Signature: _____ (Seal)

Print Name: Sandra Bruorton My Commission Expires: 10/24/2025

SANDRA BRUORTON
Notary Public - State of Florida
Commission # HH 190459
My Comm. Expires Oct 24, 2025
Bonded through National Notary Assn.

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

NOTICE OF AWARD

Date: June 24, 2024

To: Cotleur & Hearing, Inc.
1934 Commerce Lane, Suite 1
Jupiter, FL 33458
Attn: Aaron Wilbur, Partner

Solicitation: Miscellaneous Professional Continuing Services
RFQ No. 2024-005

Solicitation Due Date: 3:00 PM, Tuesday, November 14, 2023

Approval Date: City Commission approved on February 20, 2024

You are hereby notified that your firm has been approved as one of the City's Miscellaneous Professional Continuing Services providers on the solicitation noted above. Upon compliance with the conditions precedent to be fulfilled by you within the time specified, the Agreement will be executed and delivered to you. Enclosed are the following:

Item
Notice of Award
Agreement between City and Contractor
Certification of Nonsegregated Facilities
Non-Collusion Affidavit for Prime Bidder

Please take the following actions:

1. Execute Agreement and Notice of Award.

2. Have your insurance company complete Certificates of Insurance and Endorsements, see Section 12 of the contract.

3. Form CG 20 10: Please provide a copy of the actual endorsement issued to the policy, Form CG 20 10, which affords the required additional insured coverage. Please return all documents with acceptance of award.

4. Return enclosed no later than Wednesday, June 26, 2024, via email to:

Gelencia Carter, Purchasing Manager gcarter@cityoffortpierce.com
Carbon copy: purchasingdivision@cityoffortpierce.com

The contract documents must be signed by one of the officers registered with the State of Florida on the attached list; if not on list, provide a letter or copy of corporate resolution authorizing the individual to sign contract documents on behalf of the corporation.

We will return a fully executed copy of the Contract Documents, to your attention.

OWNER:
CITY OF FORT PIERCE
100 North U.S. Highway 1
Fort Pierce, FL 34950

BY: Gelencia Carter
Gelencia Carter, MPA, Purchasing Manager

Date: 6/24/24

ACKNOWLEDGE RECEIPT OF NOTICE:

CONTRACTOR:
COTLEUR & HEARING, INC.

BY: Aaron Wilbur

Partner, Authorized Member
Title

6/25/2024
Date

CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for PROFESSIONAL SERVICES is made and entered into this 15th day of July, 20 24 by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "City", and Cotleur & Hearing, whose principal address is 1934 Commerce Lane, Suite 1 Jupiter, Florida, 33458 hereinafter referred to as "Consultant".

WHEREAS, pursuant to RFQ No. 2024-005 and Section 287.055, Florida Statutes, the City solicited proposals for non-exclusive contracts to perform professional architectural services with qualified firms for the performance of these services; and,

WHEREAS, at the regularly scheduled meeting on February 20, 2024, the Fort Pierce City Commission approved the negotiations of a continuing contract and authorized the execution of an agreement for Continuing Professional Services between City and Consultant hereinafter referred to as "Agreement" or "Contract"; and,

WHEREAS, the Consultant is willing and able to render professional services for various projects on an as-needed basis and for the compensation and on the terms hereinafter set forth.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, agreements, terms, and condition contained herein, do agree as follows:

1. SERVICES

The Consultant's responsibility under this Agreement is to provide professional/ consultation services in the area of professional architectural services

2. TERM

The term of this Agreement shall be for a period of one (1) year beginning on the date first written above, with three (3) one (1) year renewal options available.

3. TECHNICAL AND PROFESSIONAL SERVICES

It shall be the responsibility of the Consultant to work with the City to provide professional architectural services related projects for City. Each project will require a separate work authorization using a form agreed to by both parties. The work authorization shall set out the scope of work, time of performance and compensation schedule for each project.

4. PERIOD OF SERVICE; WORK AUTHORIZATIONS

A. The Consultant will be available to begin work promptly after receipt of a fully executed copy of this Agreement. It is agreed that this Agreement shall be considered as a continuing contract and work will be initiated on an assignment-by-

assignment basis. The City reserves the right to select the respective Consultant who the City believes is in its best interest to perform the specified work.

B. If the Consultant's services called for under this Agreement are delayed for reasons beyond the Consultant's control, the time of performance shall be adjusted appropriately.

C. Specific work assignments shall be set forth in individual Work Authorizations, which will be issued to the Consultant. All Work Authorizations shall be executed on behalf of the City in accordance with the City Purchasing Policy. The Work Assignments shall describe the scope of the work to be performed, cost to perform the work , and shall set forth the schedule for completion of the work.

The City shall provide all criteria and full information as to City's requirements for the assignment and designate in writing a person with authority to act on City's behalf on all matters concerning this assignment.

5. TIME OF PERFORMANCE

Each project performed pursuant to this Agreement shall be performed in a timely manner without unreasonable delay within the time period identified in the work authorization.

If the work is not fully completed according to the terms of the Agreement and within the time limits stipulated in the individual work authorization, it is hereby acknowledged that the City will suffer damages which are not capable of ascertainment or calculation, and therefore the Consultant shall pay the City liquidated damages, a sum of which will be outlined in each individual work authorization, per day for each day following the required completion date, until the date upon which actual completion occurs.

6. COMPENSATION

The Consultant shall be compensated for all services satisfactorily completed in accordance with the terms and conditions of this Agreement and each work order. All invoices presented to the City for payment shall be on a Request for Payment form approved by the City. Payment for services performed will be processed within thirty (30) days of receipt and approval of invoice and in accordance with the Florida Prompt Payment Act, Florida Statutes Section 218.70-79.

7. GENERAL CONDITIONS

A. It is understood and agreed that the Consultant's services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a supplemental agreement may be negotiated between the City and

the Consultant describing the services desired and providing a basis for compensation to the Consultant.

B. Upon the Consultant's written request, the City will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the Consultant and City mutually deem necessary; and the Consultant may rely upon same in performing the services required under this Agreement.

8. TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement by Consultant shall act as the execution of as truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete and current at the time of execution of the Agreement. The original Agreement rates and any additions thereto shall be adjusted to exclude any significant sums by which City determines the Agreement rate(s) was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such rate adjustments shall be made within one year following the end of this Agreement.

9. DEFAULT/TERMINATION

A. FOR CAUSE

If either party fails to fulfill its obligations under this Agreement in a timely and proper manner, the other party shall have the right to terminate this Agreement by giving written notice of any deficiency and by allowing the party in default seven (7) calendar days to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this Agreement shall terminate at the expiration of the seven (7) calendar day time period.

With regard to the Consultant, the following items shall be considered a default under this Agreement:

1) If the Consultant should be adjudged bankrupt, or if he, or it, should make a general assignment for the benefit of his, or its, creditors, or if a receiver should be appointed on account of his, or its, insolvency.

2) If the Consultant should persistently or repeatedly refuse or fail, except in cases for which an extension of time is provided, to provide the services contemplated by this Agreement.

3) If the Consultant disregards laws, ordinances, or the instructions of the Project Manager or otherwise is guilty of a substantial violation of the provisions of this Agreement.

In the event of termination, the Consultant shall only be entitled to receive payment for work satisfactorily completed prior to the termination date.

B. WITHOUT CAUSE

Either party may terminate the Agreement without cause at any time upon thirty (30) -calendar days prior written notice to the other party. In the event of termination, the City shall compensate the Consultant for all authorized work satisfactorily performed through the termination date.

10. SUBCONSULTANTS AND SUBCONTRACTORS

In the event the Consultant requires the services of any subconsultant, subcontractor or professional associate in connection with the services to be provided under this Agreement, Consultant shall secure the written approval of City Project Manager before engaging such subconsultant, subcontractor, or professional associate.

If a subconsultant fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subconsultant to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subconsultant by the City. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance any portion of this Agreement as set forth in the Scope of Work.

The Consultant, its subconsultants, agents, servants, or employees agree to be bound by the Terms and Conditions of this Agreement and its agreement with the subconsultant for work to be performed for the City the Consultant must incorporate the terms of this Agreement.

11. FEDERAL AND STATE TAX

The City is exempt from payment of Florida State Sales and Use Taxes.

The City will sign an exemption certificate submitted by the Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Consultant authorized to use the City's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

12. INSURANCE

CONSULTANT shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the City, the types and amounts of insurance conforming to the minimum requirements set forth herein.

A. EVIDENCE OF INSURANCE

Consultant shall not commence work until the required insurance is in force and evidence of insurance acceptable to the City has been provided to, and approved by, the City. The City at all times reserves the right to request such additional documentation and evidence of insurance as in its sole discretion it may require and the CONSULTANT hereby agrees to provide same.

With respect to the Workers' Compensation/Employer's Liability Insurance, Professional Liability and Business Auto Liability Insurance, an appropriate Certificate of Insurance (which identifies the project), and a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies), signed by an authorized representative of the insurer(s) shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, an appropriate Certificate of Insurance (which identifies the project) signed by an authorized representative of the insurer, and copies of the actual additional insured and notice of cancellation endorsements as issued on the policy(ies), shall be satisfactory evidence of such insurance.

If the insurance policies expire or terminate during the term of this Agreement Consultant shall provide City with renewal or replacement evidence of the insurance, including endorsements, no less than fifteen (15) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to City, if requested by City, Consultant shall, within thirty (30) days after receipt of a written request from City, provide City with a certified copy or certified copies of the policy or policies providing the coverage required. Consultant may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required.

B. DESCRIPTION OF REQUIRED INSURANCE

Consultant shall be responsible for all damage to person and/or property resulting from its negligent acts, reckless or intentional misconduct, errors or omissions or those of its subcontractors, agents or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.

1) Workers' Compensation/Employer's Liability Insurance.

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law.

The policy must be endorsed to waive the insurer's right to subrogate against City, and its officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver of Our Right to Recover from Others Endorsement (Advisory Form WC 00 03 13) with City, and its officials, officers and employees scheduled thereon.

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	$1,000,000	Each Accident
	$1,000,000	Disease – Policy Limit
	$1,000,000	Disease - Each Employee

2) Commercial General Liability Insurance.

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than any endorsements specifically required by ISO or the State of Florida.

The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

Mold, fungus, or bacteria
Terrorism
Silica, asbestos or lead
Sexual molestation

City and its officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured - Owners, Lessees, or Consultant).

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

The minimum limits (inclusive of amounts provided by an umbrella or excess policy):

General Aggregate	$1,000,000
Products/Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

3) Automobile Liability Insurance.

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Work.

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	$1,000,000

4) Professional Liability

Such insurance shall be on a form acceptable to City and shall cover errors and omissions arising out of the provision of the services required by this RFQ. Coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Agreement and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The insurance provided by Consultant shall be endorsed to provide City with 30 days prior written notice of cancellation. A maximum deductible or self-insured retention of $10,000 per claim/occurrence shall be permitted for this coverage.

The minimum amount of coverage (inclusive of any amounts provided by an umbrella or excess policy) shall be no less than:

$3,000,000 Each Claim/Annual Aggregate

5) Miscellaneous Provisions

The insurance provided by Consultant shall apply on a primary basis to any insurance or self-insurance maintained by City. Any insurance, or self-insurance, maintained by City shall be excess of, and shall not contribute with, the insurance provided by Consultant.

Except as otherwise specifically authorized in this Agreement, or for which prior written approval has been obtained hereunder, the insurance maintained by Consultant shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, City may permit the application of a deductible or permit Consultant to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. In such instances, Consultant shall pay on behalf of CITY or CITY's officials, officers and employees any deductible or self-insured retention applicable to a claim against CITY or CITY's officials, officers and employees.

Compliance with these insurance requirements shall not limit the liability of Consultant. Any remedy provided to City by the insurance provided by Consultant shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Consultant) available to City under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by Consultant shall relieve Consultant from responsibility to provide insurance as required by this Agreement.

Certificates of Insurance must be completed as follows:

Certificate Holder

City of Fort Pierce
Attn: Purchasing Department
P.O. Box 1480
Fort Pierce FL 34954-1480

Additional Insured on the Commercial General Liability

City of Fort Pierce and its officials, officers, and employees.

13. INDEMNIFICATION

Except for expenses or liabilities arising from the negligence of the City, the Consultant hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this Agreement as follows:

Consultant shall indemnify and hold harmless, to the maximum extent permitted by law, the City and their officials, officers, agents, and employees from and against any and all liability, claims, demands, penalties, court costs, judgments, damages, losses, (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), and costs (including reasonable attorney fees, litigation, arbitration, mediation, appeal expenses) to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Consultant and persons employed by or utilized by the Consultant in Consultant's performance of this Agreement.

Consultant's obligation to indemnify and hold harmless shall remain in effect and shall be binding upon Consultant whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

Consultant's failure to comply with this section's provisions shall constitute a material breach upon which the City may immediately terminate or suspend this Agreement.

The Consultant hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided. It is the specific intent of the parties hereto that the foregoing indemnification complies with Sections 725.06 and 725.08, Florida Statutes (Chapter 725).

14. ASSIGNMENT

The City and Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and permitted assigns of such other party, in respect to all covenants of this Agreement; and, neither the City nor the Consultant will assign or transfer its rights and obligations in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

The Consultant agrees that the persons named in the scope of work shall provide services as described therein. The services of the person(s) so named are a substantial inducement and material consideration for this Agreement. In the event such persons can no longer provide the services required by this Agreement, the Consultant shall immediately notify the City in writing and the City may elect to terminate this Agreement without any liability to the Consultant for unfinished work product. The City may elect to compensate the Consultant for unfinished work product, provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.

15. PUBLIC RECORDS

A. City strictly adheres to all statutes, court decisions, and the opinions of the Florida Attorney General with respect to disclosure of public information under Chapter 119, Florida Statutes. In accordance with Chapter 119, Florida Statutes, Consultant shall comply with all public records laws, specifically to:

B. Keep and maintain public records required by City to perform the service.

C. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time as provided by law.

D. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Consultant does not transfer the records to City.

E. Upon completion of the Agreement, transfer, at no cost, to City all public records in possession of Consultant or keep and maintain public records required by City to perform the service. If Consultant transfers all public records to City upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.

F. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, lcox@city-ftpierce.com, 100 North U.S. 1, Fort Pierce, FL 34950.

16. CONFLICT OF INTEREST

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida

Statutes. The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the City in writing by certified mail of all potential conflicts of interest prohibited by existing state law for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall, at his/her option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the Consultant under the terms of this Agreement

17. EXCUSABLE DELAYS (FORCE MAJEURE)

Neither party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its reasonable control (financial difficulty shall not be considered a cause beyond a party's control) all of which causes herein are called "Force Majeure", including, but without being limited to, strikes, lockouts, or other industrial disturbances; fires; unusual climatic conditions; acts of God; acts of a public enemy; or inability to obtain transportation or necessary materials in the open market. Provided, however, that market conditions, labor conditions, construction industry price trends and similar matters which normally affect the bidding process shall not be considered a Force Majeure. The party unable to perform as a result of force majeure promptly shall notify the other of the beginning and ending of each such period, and City shall compensate Consultant at the rates set forth herein, for the services performed by Consultant hereunder, up to the date of the beginning of such period.

18. PLEDGE OF CREDIT, ARREARS

The Consultant shall not pledge the City's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

19. OWNERSHIP OF DOCUMENTS

All original sketches, tracings, drawings, computations, details, design calculations, and other documents and plans that result from the Consultant's services under this Agreement are and remain the property of the City as instruments of service. The Consultant shall furnish copies to the City upon completion of such documents.

The City shall, at no additional expense, be furnished one (1) set of reproducible copies of any maps and/or drawings prepared for it by the Consultant. Consultant shall likewise submit copies of all field notes, calculation sheets and computer discs to the City.

20. INDEPENDENT CONSULTANT RELATIONSHIP

The relationship of the Consultant to the City will be solely that of a consultant. The Consultant is an independent consultant and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent consultant, between the City and the Consultant, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. The Consultant will provide the professional and technical services required for the successful completion of this Agreement in accordance with practices generally acceptable within the industry and good ethical standards.

21. ATTORNEYS' FEES AND COSTS

In the event of any dispute concerning the terms and conditions of this Agreement or in the event of any action by any party to this Agreement to judicially interpret or enforce this Agreement or any provision hereof, or in any dispute arising in any manner from this Agreement, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses, whether suit be brought or not, and whether any settlement shall be entered in any declaratory action, at trial or on appeal.

22. VERIFICATION OF EMPLOYMENT STATUS

The Consultant agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control act of 1986, of all persons it employs in the performance of this Agreement.

23. PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for the

Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making this Agreement.

24. AUDIT

The Consultant agrees that the City or any of its duly authorized representatives shall, until the expiration of at least three years, or as otherwise applicable under law, after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Consultant involving transactions related to this Agreement. The Consultant agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found based on audit examination not to constitute allowable costs under this Agreement. The Consultant shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, or as otherwise applicable under law.

25. NON DISCRIMINATION

The Consultant covenants and agrees that the Consultant shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex or physical handicaps (except where based on a bona fide occupational qualification); or because of marital status, race, color, religion, national origin or ancestry.

26. ENFORCEMENT COSTS

It is understood and agreed that the Consultant's services under this Agreement do not include any participation, whatsoever, in any litigation. Should such services be required, a supplemental agreement may be negotiated between the City and the Consultant describing the services desired and providing a basis for compensation to the Consultant.

27. AUTHORITY TO PRACTICE

The City represents that it is a political subdivision of the State of Florida with the authority to engage the professional and to accept the obligation for payment for the services.

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative on an annual basis.

28. SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

29. FLORIDA CONTRACTS

WHERE APPLICABLE AND PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

30. COMPLETE AGREEMENT

This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The Consultant recognizes that any representations, statements or negotiations made by the City staff do not suffice to legally bind the City in a contractual relationship unless they have been reduced to writing, authorized, and signed by an authorized City representative. This Agreement shall bind the parties, their assigns, and successors in interest.

31. AMENDMENT

This Agreement may be amended only with the written approval and agreement of the parties.

32. MODIFICATIONS OF WORK

The City reserves the right to make changes in Scope of Work, including alterations, reductions therein, or additions thereto. Upon receipt by the Consultant of the City's notification of a contemplated change, the Consultant shall, in writing:

A. Provide a detailed estimate for the increase or decrease in cost due to the contemplated change,

B. Notify the City of any estimated change in the completion date, and

C. Advise the City if the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules of this Agreement.

If the City so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the City shall initiate an Agreement Amendment or Change Order and the Consultant shall not commence work on any such change until the authorized representative for the City signs such written Amendment.

33. NOTICE

All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service or mailed certified mail (postage prepaid) return receipt requested, addressed to:

City:
CITY OF FORT PIERCE
Attn: Purchasing Department
100 N. US Highway 1
Fort Pierce, FL 34950

Consultant:
Cotleur & Hearing, Inc.
1934 Commerce Lane, Suite 1
Jupiter, FL 33458
Attn: Aaron Wilbur,
Partner

With a Copy to:
City Attorney
City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950

As to the Consultant or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

Should City or Consultant have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box.

34. CAPTIONS AND HEADINGS

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

35. WAIVER

No waiver by the City of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by of the same, or any other provision or the enforcement thereof. City's consent to of or approval of any act by Consultant requiring consent or approval shall not be deemed to render unnecessary the obtaining of City's consent to or approval of any subsequent act by Consultant requiring consent or approval, whether or not similar to the act so consented or approved.

36. COMPLIANCE WITH LAWS

The Consultant, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Agreement. The City undertakes no duty to ensure such compliance, but will attempt to advise Consultant, upon request, as to any such laws of which it has present knowledge.

37. INTERPRETATION; CONTROLLING LAW; VENUE

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. The laws of the State of Florida shall govern all interpretations and this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in St. Lucie County, to include the Nineteenth Judicial Circuit of Florida for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

38. DISPUTE RESOLUTION

Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the Consultant and the City or its Project Manager. At all times, the Consultant shall carry on the work and maintain its progress schedule in accordance with the requirements of the Agreement and the determination of the City or its representatives, pending resolution of the dispute. The City Manager who shall reduce the decision to writing shall decide any dispute, which is not resolved by mutual agreement. The decision of the City shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

39. ANTITRUST ASSIGNMENT

The Consultant, the City, and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida and local governments. Therefore, the Consultant assigns to the State of Florida and the City any and all claims for such overcharges as to goods, materials or services purchased in connection with the Agreement.

40. CONFIDENTIALITY

Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by City or other information to which Consultant has had access during the term of this Agreement without the prior written approval of the CITY during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

Consultant shall consider all information provided by City and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the Consultant's performance of the services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the City, in response to legal process, or in accordance with applicable law.

41. E-VERIFY

All requirements of Section 448.095, Florida Statutes, shall be complied with by Consultant. In accordance with, Section 448.095, Florida Statutes, CONSULTANT shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Consultant enters into a contract with a subcontractor performing work or providing services on its behalf, Consultant shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. Consultant shall, upon request, provide evidence of compliance with this provision to the City. A contract terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the City terminates this contract with a contractor, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. Consultant is liable for any additional costs incurred by the City as a result of the termination of this contract under Section 448.095, Florida Statutes.

42. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement in counterparts each of which shall be treated as an original upon the terms and conditions above stated.

ATTEST:

Linda W. Cox
Linda Cox, City Clerk

CITY OF FORT PIERCE:

Linda Hudson
Linda Hudson, Mayor

7/15/2024
Date

APPROVED AS TO FORM CORRECTNESS:

By: _____
Sara Hedges, City Attorney

CONSULTANT:

By: _____

Print: Aaron Wilbur

Title: Partner

Today's Date: 6/25/2024

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

CERTIFICATION OF NONSEGREGATED FACILITIES

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The Bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors, exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certification in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE: June 25th, 2024.

Official Address (Including Zip Code):

1934 Commerce Lane, Suite 1
Jupiter, FL, 33458

By: _____
Name

Aaron Wilbur
Name (Typed or Printed)

Partner
Title

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

NON-COLLUSION AFFIDAVIT
FOR PRIME BIDDER

STATE OF Florida

COUNTY OF Palm Beach

Aaron Wilbur, being first duly sworn, deposes and says:

That he is a Partner and Authorized Member of the firm
(a partner or officer of the firm, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Cotleur & Hearing
(Firm Name)

By: Aaron Wilbur

Title: Partner

Subscribed and sworn to before me this 25

day of, June 2024.

Notary Public

My Commission expires: (Seal)

SANDRA BRUORTON
Notary Public - State of Florida
Commission # HH 190459
My Comm. Expires Oct 24, 2025
Bonded through National Notary Assn.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Atlantic Pacific Insurance 11382 Prosperity Farms Road Suite 123 Palm Beach Gardens FL 33410	**CONTACT NAME:** Lois Henrion **PHONE (A/C, No, Ext):** (561) 624-1800 **FAX (A/C, No):** (561) 626-3153 **E-MAIL ADDRESS:** lhenrion@apins.com
INSURED Cotleur & Hearing Landscape, Architecture LLC dba Cotleur & Hearing Inc 1934 Commerce Lane Suite 1 Jupiter FL 33458	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Monroe Guaranty Ins Co. — 32506 **INSURER B :** FCCI Insurance Co. — 10178 **INSURER C :** Landmark American Ins Co — 33138 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 23-24 update Prof **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	GL100029389-06	10/03/2023	10/03/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	CA100005418-08	10/03/2023	10/03/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $ 10,000
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	UMB100016815-07	10/03/2023	10/03/2024	EACH OCCURRENCE AGGREGATE 	$ 2,000,000 $ 2,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC0100072064-02	10/03/2023	10/03/2024	[X] PER STATUTE [X] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability $15,000 Deductible per claim			LHR857462	05/15/2024	10/03/2024		$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Fort Pierce and its officials, officers and employees are additional insured regarding the operations of the insured when required by written contract.
Waiver of subrogations applies when required by written contact.

CERTIFICATE HOLDER

City of Fort Pierce
Att Purchasing Dept
PO Box 1480
Fort Pierce FL 33454

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) – AUTOMATIC WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

A. Under a written contact or agreement with such person(s) or organization(s); and

B. Prior to the "accident" or the "loss."

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AUTOMATIC INSURED – BUSINESS AUTO POLICY PRIMARY/NON-CONTRIBUTING WHEN REQUIRED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement is subject to the terms, conditions, exclusions and any other provisions of the BUSINESS AUTO COVERAGE FORM or any endorsement attached thereto unless changes or additions are indicated below.

For the purpose of this endorsement, Section II.A.1. Who Is An Insured is amended by adding the following:

1. Any person or organization when you and such person have agreed in writing in a contract signed and executed by you prior to the loss for which coverage is sought, that such person or organization be added as an "insured" on your auto policy. Such person or organization shall be an "insured" to the extent your negligent actions or omissions impose liability on such "insured" without fault on its part.

2. This insurance is primary and non-contributory to other liability coverages of the person or organization being added to this policy as an "insured" when so required in a written contract or agreement that is executed prior to the loss for which coverage is sought.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU – ONGOING OPERATIONS AND PRODUCTS-COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE (OPTIONAL)

Name of Additional Insured Persons or Organizations
(As required by written contract or agreement per Paragraph A. below.)

Locations of Covered Operations
(As per the written contract or agreement, provided the location is within the "coverage territory".)

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement in effect during the term of this policy that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above; and
3. The particular person or organization, if any, scheduled above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" occurring after the execution of the contract or agreement described in Paragraph 1. above and caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured; or
3. "Your work" performed for the additional insured and included in the "products-completed operations hazard" if such coverage is specifically required in the written contract or agreement.

However, the insurance afforded to such additional insured(s) described above:

1. Only applies to the extent permitted by law;
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;
3. Will not be broader than that which is afforded to you under this policy; and
4. Nothing herein shall extend the term of this policy.

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B. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

C. This insurance is excess over any other valid and collectible insurance available to the additional insured whether on a primary, excess, contingent or any other basis; unless the written contract or agreement requires that this insurance be primary and non-contributory, in which case this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.

D. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.**; or
2. Available under the applicable Limits of Insurance;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

E. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

Paragraph **2. Duties In The Event of Occurrence, Offense, Claim Or Suit** is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement must as soon as practicable:

1. Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
2. Send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions; and
3. Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement and agree to make available all such other insurance. However, this condition does not affect Paragraph **C.** above.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit".

F. This endorsement does not apply to any additional insured or project that is specifically identified in any other additional insured endorsement attached to the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM.**

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSUREDS - MISCELLANEOUS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

The following is added to the policy, and shall take precedence over any other conflicting policy provision, condition or endorsement:

1. Our duty to defend or pay damages on behalf of any additional insured shall apply only with regard to your operations and "your work" and the additional insured's own acts or omissions in connection with your operations and "your work". We shall have no duty to defend or pay damages on behalf of any additional insured with regard to the work or operations of other contractors, subcontractors, materialmen and suppliers or the additional insured's own acts or omissions in connection with such other operations or work, materials or supplies.

2. All exclusions and conditions in this policy that are applicable to you shall also be applicable to any additional insureds. If there is no coverage for you under the policy, there shall be no coverage for any additional insureds.

3. No person or entity shall be an additional insured under this policy with respect to work or operations performed under any contract not in effect during this policy period.

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POLICY NUMBER: UMB100016815-07

SCHEDULE OF UNDERLYING INSURANCE		
NAME OF UNDERLYING INSURER UNDERLYING POLICY NUMBER UNDERLYING POLICY PERIOD	COVERAGE	LIMIT OF INSURANCE (UNDERLYING LIMIT)
026 MONROE GUARANTY INSURANCE COMPANY CA 100005418 10/03/2023 - 10/03/2024	Commercial Automobile Liability	Combined Single Limit-Each Accident $1,000,000 OR Bodily Injury-Each Person Bodily Injury-Each Accident Property Damage-Each Accident
026 MONROE GUARANTY INSURANCE COMPANY GL 100029389 10/03/2023 - 10/03/2024	Commercial General Liability [X] Occurrence Form [ ] Claims-Made Form _____ Retroactive Date	Each Occurrence Limit $1,000,000 General Aggregate Limit $2,000,000 Personal and Advertising Injury Limit $1,000,000 Products-Completed Operations Aggregate Limit $2,000,000
001 FCCI INSURANCE COMPANY WC0 100072064 10/03/2023 - 10/03/2024	Employers Liability	Bodily Injury by Accident-Each Accident $1,000,000 Bodily Injury by Disease-Policy Limit $1,000,000 Bodily Injury by Disease-Each Employee $1,000,000

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

All persons or organizations that, in a written contract executed by both parties prior to the date of the injury covered by this policy, require you to obtain this agreement from us.

NOTE: This endorsement does not apply to any work completed at job sites located in Kentucky.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10-03-23 Policy No. WC0100072064-02 Endorsement No.

Insured COTLEUR & HEARING INC Premium $ Incl.

Insurance Company FCCI Insurance Company

Countersigned By _____

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EXTENSION OF INFORMATION PAGE ITEM 1.
SCHEDULE OF NAMED INSUREDS

POLICY NUMBER: WC0100072064-02

Named Insured: COTLEUR & HEARING INC

Issued by: FCCI Insurance Company

Agency: ATLANTIC PACIFIC INSURANCE INC

Agency Code: 00379-001

Item 1. of the Information Page is extended to include:

NAMED INSURED	LEGAL ENTITY	FEIN#
COTLEUR & HEARING INC DBA: COTLEUR & HEARING DESIGN BUILD INC DBA: COTLEUR & HEARING LANDSCAPE CO	CORPORATION	65-0270814
COTLEUR & HEARING LANDSCAPE ARCHIT	CORPORATION	65-0270814
COTLEUR & HEARING DESIGN BUILD	CORPORATION	65-0270814
COTLEUR HEARING DESIGN BUILD INC DBA: COTLEUR & HEARING LANDSCAPE COMP.	CORPORATION	58-2013783

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
BUSINESSOWNERS COVERAGE FORM
COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM
COMMERCIAL OUTPUT POLICY
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA COVERAGE FORM
GARAGE COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
PRODUCT WITHDRAWAL COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SCHEDULE

A. Number of Days' Notice: 30

B. Person(s) or Organization:
Kolter Signature Homes LLC
105 NE 1st St

Delray Beach, FL 33444-3807

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to the endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation to you, as provided in **Paragraph 2.** of either the Cancellation Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in item **A.** in the Schedule above.

When a person or organization is listed in item **B.** in the Schedule above, the number of days notice in item **A.** only applies to notice to you and the person(s) or organization listed. Failure to mail such notice to the person(s) or organization listed in **B.** shall impose no obligation or liability of any kind upon the company, its agents or representatives.

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THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: AWILDA COLON, REDEVELOPMENT ASSISTANT, COMMUNITY AND ECONOMIC DEV

FROM: CAMILLE WALLACE, ESQ., SENIOR ASSISTANT CITY ATTORNEY CAW

THROUGH: SARA HEDGES, CITY ATTORNEY SH

CAO RLS# / RE: AMENDMENT NO. 1 – CONTINUING SERVICES CONTRACTS FOR PROFESSIONAL SERVICES:

RLS#244	Architect Design Collaborative	RLS#245	GFA INTERNATIONAL D/B/A UNIVERSAL ENGINEERING SCIENCES	RLS#246	EXP U.S. SERVICES, INC
RLS#247	DON BERGMAN ARCHITECTURE LLC	RLS#248	CAPE DESIGN ENGINEERING INC	RLS#249	BCER ENGINEERING INC
RLS#250	SGM ENGINEERING INC	RLS#251	ROYAL CONSULTING SERVICES INC.	RLS#252	TLC ENGINEERING SOLUTIONS INC.
RLS#253	COTLEUR & HEARING	RLS#254	MBV ENGINEERING INC.	RLS#261	INSPIRE PLACEMAKING COLLECTIVE INC

DATE: AUGUST 13, 2025

I have reviewed the above Request for Legal Services (RLS) related to Amendment No 1 to the Continuing Services Contract for Professional Services between the City of Fort Pierce and the above-named Consultants. Please note the following comments:

1. Each Amendment has been revised to reflect the procurement and agreement history.
2. Each Amendment has been revised to reflect the new Term Period and remaining renewals thereafter.
3. A redlined version of the Amendment for Architect Design Collaborative has been included with this Memo so changes made to all the other Amendments can be tracked.
4. The Amendment for Cape Design Engineering reflects the Consultant's legal name per Sunbiz records.
5. The Amendment for Cotleur & Hearing reflects the Consultant's legal name per Sunbiz records.
6. A clean version of each Amendment is included with this Memo which I recommend for template use for future Amendments.
7. All Amendments are approved as to form and correctness.
8. Recommendation: The Department should place all Amendments on the Commission consent Agenda for review and approval *prior* to execution.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail. Thank you.

City Commission Regular Meeting - 5:05 PM **11. H.**

Meeting Date: 09/02/2025

Re: Approval of Amendment No. 1 to Continuing Services Agreement for a One Year Renewal with Cape Design Engineering Co.

Submitted For: Shyanne Harnage, Director, Community and Economic Dev

---

SUBJECT:

Approval of Amendment No. 1 to the Continuing Services Agreement for a One-Year Renewal with Cape Design Engineering Co. for Professional Engineering Services

SUMMARY:

Pursuant to the executed Continuing Services Agreement executed on September 16, 2024, the agreement includes three (3) one-year renewal options. Amendment No. 1 has been submitted to exercise the initial one-year renewal and ensure continuity of professional services without interruption.

RECOMMENDATION:

Staff recommends approval of a one-year renewal with Cape Design Engineering, Co.

ALTERNATIVES:

Do not approve amendment and allow the contracts to expire, requiring a new solicitation before additional work can be assigned.

RESPONSIBLE STAFF:

Shyanne Harnage, Director, Community & Economic Development

COORDINATED WITH:

Gelencia Carter, Manager, Purchasing
Sara Hedges, City Attorney

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	N/A
Account:	N/A
Amount:	N/A

FISCAL IMPACT:

There is no fiscal impact associated with this amendment to the continuing contract at this time. Subsequent project agreements/specific authorizations will go before the City Commission/FPRA Board for approval with associated scope and funding.

Attachments

Amendment No. 1
Continuing Services Agreement
City Attorney Memo

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	08/25/2025 05:08 PM
City Manager	Richard Chess	08/27/2025 10:11 AM
Form Started By: Awilda Colon		Started On: 08/18/2025 10:38 AM
Final Approval Date: 08/27/2025		

FIRST AMENDMENT TO THE CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

This First Amendment to the Continuing Contract for Professional Services Agreement (hereinafter referred to as the "Amendment") is made and entered into this ____ day of _____, 20___ by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "City") and **CAPE DESIGN ENGINEERING, CO.,** whose principal address is **2725 Center Place, Melbourne, FL 32940** (hereinafter referred to as "Consultant")(hereinafter referred to collectively as the "Parties").

RECITALS:

WHEREAS, on September 16, 2024, the Parties entered into an agreement pursuant to RFQ 2024-005 and Section 287.055, Florida Statutes, for nonexclusive continuing contracts to perform professional services (hereinafter referred to as the "Agreement"); and

WHEREAS, the Parties now mutually desire to amend the Agreement to exercise a one (1) year renewal option to extend the Term Period to ensure the uninterrupted continuance of professional services to the City**,** and

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The foregoing recitations are true and correct and are incorporated herein by reference.

2. **Term**. Pursuant to Section 2 ("Term") of the Agreement, the Term Period shall be renewed for one (1) year commencing September 17, 2025, and shall remain in full force and effect, unless otherwise extended or terminated in writing. Two (2) one (1) year renewal options remain under the Term.

3. **Effective Date**. This First Amendment shall be effective upon execution by the Parties.

4. **Conflicts/Amendment**. Except as otherwise set forth herein, the terms and conditions of the Agreement, shall remain in full force and effect between the Parties. In the case of a perceived conflict between the terms of the Agreement and this Amendment, this Amendment shall govern.

5. **Counterparts.** The Parties agree for purposes of this Amendment, the Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts. Facsimile and electronic mail copies in “portable document format” (“.pdf”) form are acceptable and shall constitute effective execution and delivery of this Amendment as to the Parties and may be used in lieu of the original Amendment for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

FIRST AMENDMENT TO THE CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

IN WITNESS WHEREOF, the Parties hereto have accepted, made and executed this Amendment in counterparts, each of which shall be treated as an original upon the terms and conditions stated above.

ATTEST:

_____
Linda Cox, City Clerk

CITY OF FORT PIERCE:

_____
Linda Hudson, Mayor

_____
Date

APPROVED AS TO FORM AND CORRECTNESS:

_____
Sara K. Hedges, Esq., City Attorney

CONSULTANT - CAPE DESIGN ENGINEERING, CO.:

By: _____

Print: Inga I Young

Title: President of Cape Design Engineering

Today's Date: 8/14/2025

CONTINUING CONTRACT FOR

PROFESSIONAL SERVICES

THIS AGREEMENT for PROFESSIONAL SERVICES (hereinafter referred to as "Agreement" or "Contract") is made and entered into this 16 day of September, 2024 by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "City") and **Cape Design Engineering, Inc.**, whose principal address is **2725 Center Place, Melbourne, FL 32940** (hereinafter referred to as "Consultant").

WHEREAS, pursuant to RFQ No. 2024-005 and Section 287.055, Florida Statutes, the City solicited proposals for non-exclusive continuing contracts to perform professional services; and

WHEREAS, the Consultant is qualified pursuant to Section 287.055, Florida Statutes, to provide services within the scope of practice of **professional engineering services** [insert one of the following: professional architecture, engineering, landscape architecture, or registered surveyor and mapper services] under a continuing contract; and

WHEREAS, at the regularly scheduled meeting on February 20, 2024, the City Commission of the City of Fort Pierce approved the negotiations of a continuing contract and authorized the execution of an agreement for Continuing Professional Services between the City and Consultant; and

WHEREAS, the Consultant is willing and able to render professional services for various projects on an as-needed basis and for the compensation and on the terms hereinafter set forth.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, agreements, terms, and condition contained herein, do agree as follows:

1. SERVICES

The Consultant's responsibility under this Agreement is to provide professional services within the scope of practice of **professional engineering services** [insert one of the following: professional architecture, engineering, landscape architecture, or registered surveyor and mapper services] (hereinafter "professional services").

Consultant represents to the CITY that the professional services to be performed under this Agreement shall be in accordance with the highest standards accepted and established practices and procedures recognized as such in Consultant's trade in general and that Consultant shall conform to this Agreement.

Consultant shall be responsible for the technical accuracy of its professional services and documents resulting therefrom, and City shall not be responsible for discovering deficiencies therein. Consultant shall correct any such deficiencies without

additional compensation or cost to City, except to the extent any such deficiency is directly attributable to deficiencies in City-furnished information.

Consultant shall be responsible for the completeness and accuracy of the work prepared or compiled under Consultant's obligation for each project and shall correct, at Consultant's expense, all errors or omissions therein which may be disclosed. The cost necessary to correct those errors attributable to Consultant and any damage incurred by City as a result of additional costs to City caused by such errors shall be chargeable to Consultant and shall not be considered a cost of the Work. The fact that City has reviewed or approved Consultant's work shall in no way relieve Consultant of any of its responsibilities.

2. TERM

The term of this Agreement shall be for a period of one (1) year beginning on the date first written above, with three (3) one (1) year renewal options available.

3. TECHNICAL AND PROFESSIONAL SERVICES

It shall be the responsibility of the Consultant to work with the City to provide professional services related projects for City. Each project will require a separate Specific Authorization using a form agreed to by both parties. The Specific Authorization shall set out the scope of work, time of performance, compensation schedule for each project, and any other necessary terms.

4. PERIOD OF SERVICE; SPECIFIC AUTHORIZATIONS

A. The Consultant will be available to begin work promptly after receipt of a fully executed copy of this Agreement. It is agreed that this Agreement shall be considered as a continuing contract and work will be initiated on an assignment-by-assignment basis through the execution of a Specific Authorization. The City reserves the right to select the respective Consultant who the City believes is in its best interest to perform the specified work.

B. If the Consultant's professional services called for under this Agreement are delayed for reasons beyond the Consultant's control, the time of performance shall be adjusted appropriately through a Change Order, and only upon agreement by the City to the adjustment and that the reasons were beyond the Consultant's control, as outlined in Paragraph 17, below.

C. Specific work assignments shall be set forth in individual Specific Authorizations, which will be issued to the Consultant. All Specific Authorizations shall be executed on behalf of the City in accordance with the City Purchasing Policy. The Work Assignments shall describe the scope of the work to be performed, cost to perform the work and shall set forth the schedule for completion of the work.

D. The City shall provide all criteria and full information as to City's requirements for the assignment and designate in writing a person with authority to act on City's behalf on all matters concerning this assignment.

5. TIME OF PERFORMANCE

Each project performed pursuant to this Agreement shall be performed in a timely manner without unreasonable delay within the time period identified in the Specific Authorization.

If the work is not fully completed according to the terms of the Agreement and within the time limits stipulated in the individual Specific Authorization, it is hereby acknowledged that the City will suffer damages which are not capable of ascertainment or calculation, and therefore the Consultant shall pay the City liquidated damages, a sum of which will be outlined in each individual Specific Authorization, per day for each day following the required completion date, until the date upon which actual completion occurs.

6. COMPENSATION

The Consultant shall be compensated for all services satisfactorily completed in accordance with the terms and conditions of this Agreement and each work order. All invoices presented to the City for payment shall be on a Request for Payment form approved by the City. Payment for services performed will be processed within forty-five (45) days of receipt and approval of a proper invoice and in accordance with the applicable terms of the Local Government Prompt Payment Act, Sections 218.70-80, Florida Statutes.

7. GENERAL CONDITIONS

A. It is understood and agreed that the Consultant's services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a supplemental agreement may be negotiated between the City and the Consultant describing the services desired and providing a basis for compensation to the Consultant.

B. Upon the Consultant's written request, the City will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the Consultant and City mutually deem necessary; and the Consultant may rely upon same in performing the services required under this Agreement.

8. TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement by Consultant shall act as the execution of as truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete and current at the time of execution of the Agreement. The original Agreement rates and any additions thereto shall be adjusted to exclude any significant sums by which City determines the Agreement rate(s) was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such rate adjustments shall be made within one year following the end of this Agreement.

9. DEFAULT/TERMINATION

A. FOR CAUSE

If either party fails to fulfill its obligations under this Agreement in a timely and proper manner, the other party shall have the right to terminate this Agreement by giving written notice of any deficiency and by allowing the party in default seven (7) calendar days to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this Agreement shall terminate at the expiration of the seven (7) calendar day time period.

With regard to the Consultant, the following items shall be considered a default under this Agreement:

1) If the Consultant should be adjudged bankrupt, or if he, or it, should make a general assignment for the benefit of his, or its, creditors, or if a receiver should be appointed on account of his, or its, insolvency.

2) If the Consultant should persistently or repeatedly refuse or fail, except in cases for which an extension of time is provided, to provide the services contemplated by this Agreement.

3) If the Consultant disregards laws, ordinances, or the instructions of the Project Manager or otherwise is guilty of a substantial violation of the provisions of this Agreement.

In the event of termination, the Consultant shall only be entitled to receive payment for work satisfactorily completed prior to the termination date.

B. WITHOUT CAUSE

Either party may terminate the Agreement without cause at any time upon thirty (30) calendar days prior written notice to the other party. In the event of termination, the

City shall compensate the Consultant for all authorized work satisfactorily performed through the termination date.

10. SUBCONSULTANTS AND SUBCONTRACTORS

In the event the Consultant requires the services of any subconsultant, subcontractor or professional associate in connection with the services to be provided under this Agreement, Consultant shall secure the written approval of City Project Manager before engaging such subconsultant, subcontractor, or professional associate.

If a subconsultant fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subconsultant to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subconsultant by the City. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance any portion of this Agreement as set forth in the Scope of Work.

The Consultant, its subconsultants, agents, servants, or employees agree to be bound by the Terms and Conditions of this Agreement and in the Consultant's agreement with the subconsultant for work to be performed for the City, the Consultant must incorporate the terms of this Agreement.

11. FEDERAL AND STATE TAX

The City is exempt from payment of Florida State Sales and Use Taxes.

The City will sign an exemption certificate submitted by the Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Consultant authorized to use the City's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

12. INSURANCE

CONSULTANT shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the City, the types and amounts of insurance conforming to the minimum requirements set forth herein.

A. EVIDENCE OF INSURANCE

Consultant shall not commence work until the required insurance is in force and evidence of insurance acceptable to the City has been provided to, and approved by, the City. The City at all times reserves the right to request such additional

documentation and evidence of insurance as in its sole discretion it may require and the CONSULTANT hereby agrees to provide same.

With respect to the Workers' Compensation/Employer's Liability Insurance, Professional Liability and Business Auto Liability Insurance, an appropriate Certificate of Insurance (which identifies the project), and a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies), signed by an authorized representative of the insurer(s) shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, an appropriate Certificate of Insurance (which identifies the project) signed by an authorized representative of the insurer, and copies of the actual additional insured and notice of cancellation endorsements as issued on the policy(ies), shall be satisfactory evidence of such insurance.

If the insurance policies expire or terminate during the term of this Agreement Consultant shall provide City with renewal or replacement evidence of the insurance, including endorsements, no less than fifteen (15) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to City, if requested by City, Consultant shall, within thirty (30) days after receipt of a written request from City, provide City with a certified copy or certified copies of the policy or policies providing the coverage required. Consultant may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required.

B. DESCRIPTION OF REQUIRED INSURANCE

Consultant shall be responsible for all damage to person and/or property resulting from its negligent acts, reckless or intentional misconduct, errors or omissions or those of its subcontractors, agents or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.

1) Workers' Compensation/Employer's Liability Insurance

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law.

The policy must be endorsed to waive the insurer's right to subrogate against City, and its officials, officers and employees in the manner which would result from the

attachment of the NCCI Waiver of Our Right to Recover from Others Endorsement (Advisory Form WC 00 03 13) with City, and its officials, officers and employees scheduled thereon.

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	$1,000,000	Each Accident
	$1,000,000	Disease – Policy Limit
	$1,000,000	Disease - Each Employee

2) Commercial General Liability Insurance

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than any endorsements specifically required by ISO or the State of Florida.

The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

Mold, fungus, or bacteria
Terrorism
Silica, asbestos or lead
Sexual molestation

City and its officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured - Owners, Lessees, or Consultant).

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

The minimum limits (inclusive of amounts provided by an umbrella or excess policy):

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

3) Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Work.

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	$1,000,000

4) Professional Liability

Such insurance shall be on a form acceptable to City and shall cover errors and omissions arising out of the provision of the services required by this RFQ. Coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Agreement and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The insurance provided by Consultant shall be endorsed to provide City with 30 days prior written notice of cancellation. A maximum deductible or self-insured retention of $10,000 per claim/occurrence shall be permitted for this coverage.

The minimum amount of coverage (inclusive of any amounts provided by an umbrella or excess policy) shall be no less than:

$3,000,000 Each Claim/Annual Aggregate

5) Miscellaneous Provisions

The insurance provided by Consultant shall apply on a primary basis to any insurance or self-insurance maintained by City. Any insurance, or self-insurance, maintained by City shall be excess of, and shall not contribute with, the insurance provided by Consultant.

Except as otherwise specifically authorized in this Agreement, or for which prior written approval has been obtained hereunder, the insurance maintained by Consultant shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, City may permit the application of a deductible

or permit Consultant to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. In such instances, Consultant shall pay on behalf of CITY or CITY's officials, officers and employees any deductible or self-insured retention applicable to a claim against CITY or CITY's officials, officers and employees.

Compliance with these insurance requirements shall not limit the liability of Consultant. Any remedy provided to City by the insurance provided by Consultant shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Consultant) available to City under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by Consultant shall relieve Consultant from responsibility to provide insurance as required by this Agreement.

Certificates of Insurance must be completed as follows:

Certificate Holder

City of Fort Pierce
Attn: Purchasing Department
P.O. Box 1480
Fort Pierce FL 34954-1480

Additional Insured on the Commercial General Liability:

City of Fort Pierce and its officials, officers, and employees.

13. INDEMNIFICATION

Except for expenses or liabilities arising from the negligence of the City, the Consultant hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this Agreement as follows:

Consultant shall indemnify and hold harmless, to the maximum extent permitted by law, the City and their officials, officers, agents, and employees from and against any and all liability, claims, demands, penalties, court costs, judgments, damages, losses, (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), and costs (including reasonable attorney fees, litigation, arbitration, mediation, appeal expenses) to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Consultant and persons employed by or utilized by the Consultant in Consultant's performance of this Agreement.

Consultant's obligation to indemnify and hold harmless shall remain in effect and shall be binding upon Consultant whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

Consultant's failure to comply with this section's provisions shall constitute a material breach upon which the City may immediately terminate or suspend this Agreement.

The Consultant hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided. It is the specific intent of the parties hereto that the foregoing indemnification complies with Sections 725.06 and 725.08, Florida Statutes (Chapter 725).

14. ASSIGNMENT

The City and Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and permitted assigns of such other party, in respect to all covenants of this Agreement; and, neither the City nor the Consultant will assign or transfer its rights and obligations in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

The Consultant agrees that the persons named in the scope of work shall provide services as described therein. The services of the person(s) so named are a substantial inducement and material consideration for this Agreement. In the event such persons can no longer provide the services required by this Agreement, the Consultant shall immediately notify the City in writing and the City may elect to terminate this Agreement without any liability to the Consultant for unfinished work product. The City may elect to compensate the Consultant for unfinished work product, provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.

15. PUBLIC RECORDS

A. City strictly adheres to all statutes, court decisions, and the opinions of the Florida Attorney General with respect to disclosure of public information under Chapter 119, Florida Statutes. In accordance with Chapter 119, Florida Statutes, Consultant shall comply with all public records laws and specifically:

1. Keep and maintain public records required by City to perform the service.

2. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time as provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Consultant does not transfer the records to City.

4. Upon completion of the Agreement, transfer, at no cost, to City all public records in possession of Consultant or keep and maintain public records required by City to perform the service. If Consultant transfers all public records to City upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.

B. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, lcox@cityoffortpierce.com, 100 North U.S. 1, Fort Pierce, FL 34950.

16. CONFLICT OF INTEREST

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes, to include, but not limited to, Sections 112.311 and 112.313, Florida Statutes. The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the City in writing by certified mail of all potential conflicts of interest prohibited by existing state law for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees

to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall, at his/her option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the Consultant under the terms of this Agreement. If, in the opinion of the City, the prospective business association, interest or circumstance does constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall either not enter into said association or terminate this Agreement with the City prior to entering into said association.

17. EXCUSABLE DELAYS (FORCE MAJEURE)

Neither party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its reasonable control (financial difficulty shall not be considered a cause beyond a party's control) all of which causes herein are called "Force Majeure", including, but without being limited to, strikes, lockouts, or other industrial disturbances; fires; unusual climatic conditions; acts of God; acts of a public enemy; or inability to obtain transportation or necessary materials in the open market. Provided, however, that market conditions, labor conditions, construction industry price trends and similar matters which normally affect the bidding process shall not be considered a Force Majeure. The party unable to perform as a result of force majeure promptly shall notify the other of the beginning and ending of each such period, and City shall compensate Consultant at the rates set forth herein, for the services performed by Consultant hereunder, up to the date of the beginning of such period.

18. PLEDGE OF CREDIT, ARREARS

The Consultant shall not pledge the City's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

19. OWNERSHIP OF DOCUMENTS

All original sketches, tracings, drawings, computations, details, design calculations, and other documents and plans that result from the Consultant's services under this Agreement are and remain the property of the City as instruments of service. The Consultant shall furnish copies to the City upon completion of such documents.

The City shall, at no additional expense, be furnished one (1) set of reproducible copies of any maps and/or drawings prepared for it by the Consultant. Consultant shall likewise submit copies of all field notes, calculation sheets and computer discs to the City.

20. INDEPENDENT CONSULTANT RELATIONSHIP

The relationship of the Consultant to the City will be solely that of a consultant. The Consultant is an independent consultant and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent consultant, between the City and the Consultant, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. The Consultant will provide the professional and technical services required for the successful completion of this Agreement in accordance with practices generally acceptable within the industry and good ethical standards.

21. ATTORNEYS' FEES AND COSTS

In the event of any dispute concerning the terms and conditions of this Agreement or in the event of any action by any party to this Agreement to judicially interpret or enforce this Agreement or any provision hereof, or in any dispute arising in any manner from this Agreement, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses, whether suit be brought or not, and whether any settlement shall be entered in any declaratory action, at trial or on appeal.

22. VERIFICATION OF EMPLOYMENT STATUS

The Consultant agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control act of 1986, of all persons it employs in the performance of this Agreement.

23. PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making this Agreement.

24. AUDIT

The Consultant agrees that the City or any of its duly authorized representatives shall, until the expiration of at least three years, or as otherwise applicable under law, after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Consultant involving transactions related to this Agreement. The Consultant agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which

are found based on audit examination not to constitute allowable costs under this Agreement. The Consultant shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, or as otherwise applicable under law.

25. NON DISCRIMINATION

The Consultant covenants and agrees that the Consultant shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex or physical handicaps (except where based on a bona fide occupational qualification); or because of marital status, race, color, religion, national origin or ancestry.

26. AUTHORITY TO PRACTICE

The City represents that it is a political subdivision of the State of Florida with the authority to engage the professional and to accept the obligation for payment for the services.

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative on an annual basis.

27. SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

28. FLORIDA CONTRACTS

WHERE APPLICABLE AND PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

29. COMPLETE AGREEMENT

This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The Consultant recognizes that any representations, statements or negotiations made by the City staff do not suffice to legally bind the City in a contractual relationship unless they have been reduced to writing, authorized, and signed by an authorized City representative. This Agreement shall bind the parties, their assigns, and successors in interest.

30. AMENDMENT

This Agreement may be amended only with the written approval and agreement of the parties.

31. MODIFICATIONS OF WORK

The City reserves the right to make changes in Scope of Work, including alterations, reductions therein, or additions thereto. Upon receipt by the Consultant of the City's notification of a contemplated change, the Consultant shall, in writing:

A. Provide a detailed estimate for the increase or decrease in cost due to the contemplated change,

B. Notify the City of any estimated change in the completion date, and

C. Advise the City if the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules of this Agreement.

If the City so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the City shall initiate an Agreement Amendment or Change Orderand the Consultant shall not commence work on any such change until the authorized representative for the City signs such written Amendment.

32. NOTICE

All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service or mailed certified mail (postage prepaid) return receipt requested, addressed to:

City:
CITY OF FORT PIERCE
Attn: Purchasing Department
100 N. US Highway 1
Fort Pierce, FL 34950

Consultant:
CAPE DESIGN ENGINEERING INC.
2725 Center Place
Melbourne, FL 32940

With a Copy to:
City Attorney
City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950

As to the Consultant or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

Should City or Consultant have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box.

33. CAPTIONS AND HEADINGS

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

34. WAIVER

No waiver by the City of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by of the same, or any other provision or the enforcement thereof. City's consent to or approval of any act by Consultant requiring consent or approval shall not be deemed to render unnecessary the obtaining of City's consent to or approval of any subsequent act by Consultant requiring consent or approval, whether or not similar to the act so consented or approved.

35. COMPLIANCE WITH LAWS

The Consultant, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Agreement. The City undertakes no duty to ensure such compliance, but will attempt to advise Consultant, upon request, as to any such laws of which it has present knowledge.

36. INTERPRETATION; CONTROLLING LAW; VENUE

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. The laws of the State of Florida shall govern this Agreement and all interpretations thereof. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in St. Lucie County, to include the Nineteenth Judicial Circuit of Florida for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

37. DISPUTE RESOLUTION

Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the Consultant and the City or its Project Manager. At all times, the Consultant shall carry on the work and maintain its progress schedule in accordance with the requirements of the Agreement and the determination of the City or its representatives, pending resolution of the dispute. The City Manager who shall reduce the decision to writing shall decide any dispute, which is not resolved by mutual agreement. The decision of the City shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

38. ANTITRUST ASSIGNMENT

The Consultant, the City, and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida and local governments. Therefore, the Consultant assigns to the State of Florida and the City any and all claims for such overcharges as to goods, materials or services purchased in connection with the Agreement.

39. CONFIDENTIALITY

Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by City or other information to which Consultant has had access during the term of this Agreement without the prior written approval of the City during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

Consultant shall consider all information provided by City and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the

Consultant's performance of the services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the City, in response to legal process, or in accordance with applicable law.

40. E-VERIFY

All requirements of Section 448.095, Florida Statutes, shall be complied with by Consultant. In accordance with, Section 448.095, Florida Statutes, Consultant shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Consultant enters into a contract with a subcontractor performing work or providing services on its behalf, Consultant shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. Consultant shall, upon request, provide evidence of compliance with this provision to the City. A contract terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the City terminates this contract with a contractor, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. Consultant is liable for any additional costs incurred by the City as a result of the termination of this contract under Section 448.095, Florida Statutes.

41. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

CONTINUING CONTRACT FOR

PROFESSIONAL SERVICES

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement in counterparts each of which shall be treated as an original upon the terms and conditions above stated.

ATTEST:

Linda W. Cox

Linda Cox, City Clerk

CITY OF FORT PIERCE:

Linda Hudson

Linda Hudson, Mayor

10/15/24

Date

APPROVED AS TO FORM CORRECTNESS:

By: _____

Sara Hedges, City Attorney

CONSULTANT:

By: Inga I Young

Print: Inga I Young

Title: President of Cape Design Engineering

Today's Date: 9/26/2024

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name: Cape Design Engineering

Authorized Representative's Name and Title: Rebecca Weitz/Project Coordinator

Address: 2725 Center Place

City: Melbourne State: FL Zip Code: 32940

Phone Number: 321-799-2970 Email Address: frontdesk@cdeco.com

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: Inga I Young Inga I Young, President 8/26/2024

Authorized Signature Printed Name and Title Date

STATE OF FLORIDA
COUNTY OF Brevard

Sworn (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization

this 26 day of September, 2024 by Inga I Young, who is

☑ personally known or
☐ produced identification (ID produced: _____).

Notary Public Signature: _____ (Seal)

Print Name: Rebecca Weitz My Commission Expires: 3/16/2025

REBECCA WEITZ
MY COMMISSION # HH 080345
EXPIRES: March 16, 2025

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: AWILDA COLON, REDEVELOPMENT ASSISTANT, COMMUNITY AND ECONOMIC DEV

FROM: CAMILLE WALLACE, ESQ., SENIOR ASSISTANT CITY ATTORNEY CAW

THROUGH: SARA HEDGES, CITY ATTORNEY SH

CAO RLS# / RE: AMENDMENT NO. 1 – CONTINUING SERVICES CONTRACTS FOR PROFESSIONAL SERVICES:

RLS#244	Architect Design Collaborative	RLS#245	GFA INTERNATIONAL D/B/A UNIVERSAL ENGINEERING SCIENCES	RLS#246	EXP U.S. SERVICES, INC
RLS#247	DON BERGMAN ARCHITECTURE LLC	RLS#248	CAPE DESIGN ENGINEERING INC	RLS#249	BCER ENGINEERING INC
RLS#250	SGM ENGINEERING INC	RLS#251	ROYAL CONSULTING SERVICES INC.	RLS#252	TLC ENGINEERING SOLUTIONS INC.
RLS#253	COTLEUR & HEARING	RLS#254	MBV ENGINEERING INC.	RLS#261	INSPIRE PLACEMAKING COLLECTIVE INC

DATE: AUGUST 13, 2025

I have reviewed the above Request for Legal Services (RLS) related to Amendment No 1 to the Continuing Services Contract for Professional Services between the City of Fort Pierce and the above-named Consultants. Please note the following comments:

1. Each Amendment has been revised to reflect the procurement and agreement history.
2. Each Amendment has been revised to reflect the new Term Period and remaining renewals thereafter.
3. A redlined version of the Amendment for Architect Design Collaborative has been included with this Memo so changes made to all the other Amendments can be tracked.
4. The Amendment for Cape Design Engineering reflects the Consultant's legal name per Sunbiz records.
5. The Amendment for Cotleur & Hearing reflects the Consultant's legal name per Sunbiz records.
6. A clean version of each Amendment is included with this Memo which I recommend for template use for future Amendments.
7. All Amendments are approved as to form and correctness.
8. Recommendation: The Department should place all Amendments on the Commission consent Agenda for review and approval *prior* to execution.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail. Thank you.

City Commission Regular Meeting - 5:05 PM **11. I.**

Meeting Date: 09/02/2025

Re: Approval of Amendment No. 1 to Continuing Services Agreement for a One Year Renewal with SGM Engineering, Inc.

Submitted For: Shyanne Harnage, Director, Community and Economic Dev

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SUBJECT:

Approval of Amendment No. 1 to the Continuing Services Agreement for a One-Year Renewal with SGM Engineering, Inc. for Professional Engineering Services.

SUMMARY:

Pursuant to the executed Continuing Services Agreement executed on September 16, 2024, the agreement includes three (3) one-year renewal options. Amendment No. 1 has been submitted to exercise the initial one-year renewal and ensure continuity of professional services without interruption.

RECOMMENDATION:

Staff recommends approval of a one-year renewal with SGM Engineering, Inc.

ALTERNATIVES:

Do not approve amendment and allow the contracts to expire, requiring a new solicitation before additional work can be assigned.

RESPONSIBLE STAFF:

Shyanne Harnage, Director, Community & Economic Development

COORDINATED WITH:

Gelencia Carter, Manager, Purchasing
Sara Hedges, City Attorney

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	N/A
Account:	N/A
Amount:	N/A

FISCAL IMPACT:

There is no fiscal impact associated with this amendment to the continuing contract at this time. Subsequent project agreements/specific authorizations will go before the City Commission/FPRA Board for approval with associated scope and funding.

Attachments

Amendment No. 1
Continuing Services Agreement
City Attorney Memo

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	08/25/2025 05:08 PM
City Manager	Richard Chess	08/27/2025 10:11 AM
Form Started By: Awilda Colon		Started On: 08/18/2025 10:33 AM
Final Approval Date: 08/27/2025		

FIRST AMENDMENT TO THE CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

This First Amendment to the Continuing Contract for Professional Services Agreement (hereinafter referred to as the “Amendment”) is made and entered into this ____ day of _____, 20___ by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "City") and **SGM ENGINEERING, INC.,** whose principal address is **935 Lake Baldwin Lane, Orlando, FL 32814** (hereinafter referred to as "Consultant")(hereinafter referred to collectively as the “Parties”).

RECITALS:

WHEREAS, on September 16, 2024, the Parties entered into an agreement pursuant to RFQ 2024-005 and Section 287.055, Florida Statutes, for nonexclusive continuing contracts to perform professional services (hereinafter referred to as the “Agreement”); and

WHEREAS, the Parties now mutually desire to amend the Agreement to exercise a one (1) year renewal option to extend the Term Period to ensure the uninterrupted continuance of professional services to the City**,** and

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The foregoing recitations are true and correct and are incorporated herein by reference.

2. **Term**. Pursuant to Section 2 (“Term”) of the Agreement, the Term Period shall be renewed for one (1) year commencing September 17, 2025, and shall remain in full force and effect, unless otherwise extended or terminated in writing. Two (2) one (1) year renewal options remain under the Term.

3. **Effective Date**. This First Amendment shall be effective upon execution by the Parties.

4. **Conflicts/Amendment**. Except as otherwise set forth herein, the terms and conditions of the Agreement, shall remain in full force and effect between the Parties. In the case of a perceived conflict between the terms of the Agreement and this Amendment, this Amendment shall govern.

5. **Counterparts.** The Parties agree for purposes of this Amendment, the Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts. Facsimile and electronic mail copies in “portable document format” (“.pdf”) form are acceptable and shall constitute effective execution and delivery of this Amendment as to the Parties and may be used in lieu of the original Amendment for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

FIRST AMENDMENT TO THE CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

IN WITNESS WHEREOF, the Parties hereto have accepted, made and executed this Amendment in counterparts, each of which shall be treated as an original upon the terms and conditions stated above.

ATTEST:

_____
Linda Cox, City Clerk

CITY OF FORT PIERCE:

_____
Linda Hudson, Mayor

_____
Date

APPROVED AS TO FORM AND CORRECTNESS:

_____
Sara K. Hedges, Esq., City Attorney

CONSULTANT - SGM ENGINEERING, INC.:

By: _____

Print:__Bobak (Bobby) Shahnami_____

Title:_President_____

Today's Date:___08/14/2025_____

CONTINUING CONTRACT FOR

PROFESSIONAL SERVICES

THIS AGREEMENT for PROFESSIONAL SERVICES (hereinafter referred to as "Agreement" or "Contract") is made and entered into this 16 day of September, 2024 by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "City") and **SGM Engineering, Inc.** whose principal address is **935 Lake Baldwin Lane, Orlando, FL 32814** (hereinafter referred to as "Consultant").

WHEREAS, pursuant to RFQ No. 2024-005 and Section 287.055, Florida Statutes, the City solicited proposals for non-exclusive continuing contracts to perform professional services; and

WHEREAS, the Consultant is qualified pursuant to Section 287.055, Florida Statutes, to provide services within the scope of practice of **professional engineering services** [insert one of the following: professional architecture, engineering, landscape architecture, or registered surveyor and mapper services] under a continuing contract; and

WHEREAS, at the regularly scheduled meeting on February 20, 2024, the City Commission of the City of Fort Pierce approved the negotiations of a continuing contract and authorized the execution of an agreement for Continuing Professional Services between the City and Consultant; and

WHEREAS, the Consultant is willing and able to render professional services for various projects on an as-needed basis and for the compensation and on the terms hereinafter set forth.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, agreements, terms, and condition contained herein, do agree as follows:

1. SERVICES

The Consultant's responsibility under this Agreement is to provide professional services within the scope of practice of **professional engineering services** [insert one of the following: professional architecture, engineering, landscape architecture, or registered surveyor and mapper services] (hereinafter "professional services").

Consultant represents to the CITY that the professional services to be performed under this Agreement shall be in accordance with the highest standards accepted and established practices and procedures recognized as such in Consultant's trade in general and that Consultant shall conform to this Agreement.

Consultant shall be responsible for the technical accuracy of its professional services and documents resulting therefrom, and City shall not be responsible for discovering deficiencies therein. Consultant shall correct any such deficiencies without

additional compensation or cost to City, except to the extent any such deficiency is directly attributable to deficiencies in City-furnished information.

Consultant shall be responsible for the completeness and accuracy of the work prepared or compiled under Consultant's obligation for each project and shall correct, at Consultant's expense, all errors or omissions therein which may be disclosed. The cost necessary to correct those errors attributable to Consultant and any damage incurred by City as a result of additional costs to City caused by such errors shall be chargeable to Consultant and shall not be considered a cost of the Work. The fact that City has reviewed or approved Consultant's work shall in no way relieve Consultant of any of its responsibilities.

2. TERM

The term of this Agreement shall be for a period of one (1) year beginning on the date first written above, with three (3) one (1) year renewal options available.

3. TECHNICAL AND PROFESSIONAL SERVICES

It shall be the responsibility of the Consultant to work with the City to provide professional services related projects for City. Each project will require a separate Specific Authorization using a form agreed to by both parties. The Specific Authorization shall set out the scope of work, time of performance, compensation schedule for each project, and any other necessary terms.

4. PERIOD OF SERVICE; SPECIFIC AUTHORIZATIONS

A. The Consultant will be available to begin work promptly after receipt of a fully executed copy of this Agreement. It is agreed that this Agreement shall be considered as a continuing contract and work will be initiated on an assignment-by-assignment basis through the execution of a Specific Authorization. The City reserves the right to select the respective Consultant who the City believes is in its best interest to perform the specified work.

B. If the Consultant's professional services called for under this Agreement are delayed for reasons beyond the Consultant's control, the time of performance shall be adjusted appropriately through a Change Order, and only upon agreement by the City to the adjustment and that the reasons were beyond the Consultant's control, as outlined in Paragraph 17, below.

C. Specific work assignments shall be set forth in individual Specific Authorizations, which will be issued to the Consultant. All Specific Authorizations shall be executed on behalf of the City in accordance with the City Purchasing Policy. The Work Assignments shall describe the scope of the work to be performed, cost to perform the work and shall set forth the schedule for completion of the work.

D. The City shall provide all criteria and full information as to City's requirements for the assignment and designate in writing a person with authority to act on City's behalf on all matters concerning this assignment.

5. TIME OF PERFORMANCE

Each project performed pursuant to this Agreement shall be performed in a timely manner without unreasonable delay within the time period identified in the Specific Authorization.

If the work is not fully completed according to the terms of the Agreement and within the time limits stipulated in the individual Specific Authorization, it is hereby acknowledged that the City will suffer damages which are not capable of ascertainment or calculation, and therefore the Consultant shall pay the City liquidated damages, a sum of which will be outlined in each individual Specific Authorization, per day for each day following the required completion date, until the date upon which actual completion occurs.

6. COMPENSATION

The Consultant shall be compensated for all services satisfactorily completed in accordance with the terms and conditions of this Agreement and each work order. All invoices presented to the City for payment shall be on a Request for Payment form approved by the City. Payment for services performed will be processed within forty-five (45) days of receipt and approval of a proper invoice and in accordance with the applicable terms of the Local Government Prompt Payment Act, Sections 218.70-80, Florida Statutes.

7. GENERAL CONDITIONS

A. It is understood and agreed that the Consultant's services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a supplemental agreement may be negotiated between the City and the Consultant describing the services desired and providing a basis for compensation to the Consultant.

B. Upon the Consultant's written request, the City will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the Consultant and City mutually deem necessary; and the Consultant may rely upon same in performing the services required under this Agreement.

8. TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement by Consultant shall act as the execution of as truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete and current at the time of execution of the Agreement. The original Agreement rates and any additions thereto shall be adjusted to exclude any significant sums by which City determines the Agreement rate(s) was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such rate adjustments shall be made within one year following the end of this Agreement.

9. DEFAULT/TERMINATION

A. FOR CAUSE

If either party fails to fulfill its obligations under this Agreement in a timely and proper manner, the other party shall have the right to terminate this Agreement by giving written notice of any deficiency and by allowing the party in default seven (7) calendar days to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this Agreement shall terminate at the expiration of the seven (7) calendar day time period.

With regard to the Consultant, the following items shall be considered a default under this Agreement:

1) If the Consultant should be adjudged bankrupt, or if he, or it, should make a general assignment for the benefit of his, or its, creditors, or if a receiver should be appointed on account of his, or its, insolvency.

2) If the Consultant should persistently or repeatedly refuse or fail, except in cases for which an extension of time is provided, to provide the services contemplated by this Agreement.

3) If the Consultant disregards laws, ordinances, or the instructions of the Project Manager or otherwise is guilty of a substantial violation of the provisions of this Agreement.

In the event of termination, the Consultant shall only be entitled to receive payment for work satisfactorily completed prior to the termination date.

B. WITHOUT CAUSE

Either party may terminate the Agreement without cause at any time upon thirty (30) calendar days prior written notice to the other party. In the event of termination, the

City shall compensate the Consultant for all authorized work satisfactorily performed through the termination date.

10. SUBCONSULTANTS AND SUBCONTRACTORS

In the event the Consultant requires the services of any subconsultant, subcontractor or professional associate in connection with the services to be provided under this Agreement, Consultant shall secure the written approval of City Project Manager before engaging such subconsultant, subcontractor, or professional associate.

If a subconsultant fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subconsultant to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subconsultant by the City. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance any portion of this Agreement as set forth in the Scope of Work.

The Consultant, its subconsultants, agents, servants, or employees agree to be bound by the Terms and Conditions of this Agreement and in the Consultant's agreement with the subconsultant for work to be performed for the City, the Consultant must incorporate the terms of this Agreement.

11. FEDERAL AND STATE TAX

The City is exempt from payment of Florida State Sales and Use Taxes.

The City will sign an exemption certificate submitted by the Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Consultant authorized to use the City's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

12. INSURANCE

CONSULTANT shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the City, the types and amounts of insurance conforming to the minimum requirements set forth herein.

A. EVIDENCE OF INSURANCE

Consultant shall not commence work until the required insurance is in force and evidence of insurance acceptable to the City has been provided to, and approved by, the City. The City at all times reserves the right to request such additional

documentation and evidence of insurance as in its sole discretion it may require and the CONSULTANT hereby agrees to provide same.

With respect to the Workers' Compensation/Employer's Liability Insurance, Professional Liability and Business Auto Liability Insurance, an appropriate Certificate of Insurance (which identifies the project), and a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies), signed by an authorized representative of the insurer(s) shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, an appropriate Certificate of Insurance (which identifies the project) signed by an authorized representative of the insurer, and copies of the actual additional insured and notice of cancellation endorsements as issued on the policy(ies), shall be satisfactory evidence of such insurance.

If the insurance policies expire or terminate during the term of this Agreement Consultant shall provide City with renewal or replacement evidence of the insurance, including endorsements, no less than fifteen (15) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to City, if requested by City, Consultant shall, within thirty (30) days after receipt of a written request from City, provide City with a certified copy or certified copies of the policy or policies providing the coverage required. Consultant may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required.

B. DESCRIPTION OF REQUIRED INSURANCE

Consultant shall be responsible for all damage to person and/or property resulting from its negligent acts, reckless or intentional misconduct, errors or omissions or those of its subcontractors, agents or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.

1) Workers' Compensation/Employer's Liability Insurance

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law.

The policy must be endorsed to waive the insurer's right to subrogate against City, and its officials, officers and employees in the manner which would result from the

attachment of the NCCI Waiver of Our Right to Recover from Others Endorsement (Advisory Form WC 00 03 13) with City, and its officials, officers and employees scheduled thereon.

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	$1,000,000	Each Accident
	$1,000,000	Disease – Policy Limit
	$1,000,000	Disease - Each Employee

2) Commercial General Liability Insurance

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than any endorsements specifically required by ISO or the State of Florida.

The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

Mold, fungus, or bacteria
Terrorism
Silica, asbestos or lead
Sexual molestation

City and its officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured - Owners, Lessees, or Consultant).

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

The minimum limits (inclusive of amounts provided by an umbrella or excess policy):

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

3) Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Work.

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	$1,000,000

4) Professional Liability

Such insurance shall be on a form acceptable to City and shall cover errors and omissions arising out of the provision of the services required by this RFQ. Coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Agreement and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The insurance provided by Consultant shall be endorsed to provide City with 30 days prior written notice of cancellation. A maximum deductible or self-insured retention of $10,000 per claim/occurrence shall be permitted for this coverage.

The minimum amount of coverage (inclusive of any amounts provided by an umbrella or excess policy) shall be no less than:

$3,000,000 Each Claim/Annual Aggregate

5) Miscellaneous Provisions

The insurance provided by Consultant shall apply on a primary basis to any insurance or self-insurance maintained by City. Any insurance, or self-insurance, maintained by City shall be excess of, and shall not contribute with, the insurance provided by Consultant.

Except as otherwise specifically authorized in this Agreement, or for which prior written approval has been obtained hereunder, the insurance maintained by Consultant shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, City may permit the application of a deductible

or permit Consultant to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. In such instances, Consultant shall pay on behalf of CITY or CITY's officials, officers and employees any deductible or self-insured retention applicable to a claim against CITY or CITY's officials, officers and employees.

Compliance with these insurance requirements shall not limit the liability of Consultant. Any remedy provided to City by the insurance provided by Consultant shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Consultant) available to City under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by Consultant shall relieve Consultant from responsibility to provide insurance as required by this Agreement.

Certificates of Insurance must be completed as follows:

Certificate Holder

City of Fort Pierce
Attn: Purchasing Department
P.O. Box 1480
Fort Pierce FL 34954-1480

Additional Insured on the Commercial General Liability:

City of Fort Pierce and its officials, officers, and employees.

13. INDEMNIFICATION

Except for expenses or liabilities arising from the negligence of the City, the Consultant hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this Agreement as follows:

Consultant shall indemnify and hold harmless, to the maximum extent permitted by law, the City and their officials, officers, agents, and employees from and against any and all liability, claims, demands, penalties, court costs, judgments, damages, losses, (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), and costs (including reasonable attorney fees, litigation, arbitration, mediation, appeal expenses) to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Consultant and persons employed by or utilized by the Consultant in Consultant's performance of this Agreement.

Consultant's obligation to indemnify and hold harmless shall remain in effect and shall be binding upon Consultant whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

Consultant's failure to comply with this section's provisions shall constitute a material breach upon which the City may immediately terminate or suspend this Agreement.

The Consultant hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided. It is the specific intent of the parties hereto that the foregoing indemnification complies with Sections 725.06 and 725.08, Florida Statutes (Chapter 725).

14. ASSIGNMENT

The City and Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and permitted assigns of such other party, in respect to all covenants of this Agreement; and, neither the City nor the Consultant will assign or transfer its rights and obligations in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

The Consultant agrees that the persons named in the scope of work shall provide services as described therein. The services of the person(s) so named are a substantial inducement and material consideration for this Agreement. In the event such persons can no longer provide the services required by this Agreement, the Consultant shall immediately notify the City in writing and the City may elect to terminate this Agreement without any liability to the Consultant for unfinished work product. The City may elect to compensate the Consultant for unfinished work product, provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.

15. PUBLIC RECORDS

A. City strictly adheres to all statutes, court decisions, and the opinions of the Florida Attorney General with respect to disclosure of public information under Chapter 119, Florida Statutes. In accordance with Chapter 119, Florida Statutes, Consultant shall comply with all public records laws and specifically:

1. Keep and maintain public records required by City to perform the service.

2. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time as provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Consultant does not transfer the records to City.

4. Upon completion of the Agreement, transfer, at no cost, to City all public records in possession of Consultant or keep and maintain public records required by City to perform the service. If Consultant transfers all public records to City upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.

B. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, lcox@cityoffortpierce.com, 100 North U.S. 1, Fort Pierce, FL 34950.

16. CONFLICT OF INTEREST

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes, to include, but not limited to, Sections 112.311 and 112.313, Florida Statutes. The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the City in writing by certified mail of all potential conflicts of interest prohibited by existing state law for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees

to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall, at his/her option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the Consultant under the terms of this Agreement. If, in the opinion of the City, the prospective business association, interest or circumstance does constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall either not enter into said association or terminate this Agreement with the City prior to entering into said association.

17. EXCUSABLE DELAYS (FORCE MAJEURE)

Neither party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its reasonable control (financial difficulty shall not be considered a cause beyond a party's control) all of which causes herein are called "Force Majeure", including, but without being limited to, strikes, lockouts, or other industrial disturbances; fires; unusual climatic conditions; acts of God; acts of a public enemy; or inability to obtain transportation or necessary materials in the open market. Provided, however, that market conditions, labor conditions, construction industry price trends and similar matters which normally affect the bidding process shall not be considered a Force Majeure. The party unable to perform as a result of force majeure promptly shall notify the other of the beginning and ending of each such period, and City shall compensate Consultant at the rates set forth herein, for the services performed by Consultant hereunder, up to the date of the beginning of such period.

18. PLEDGE OF CREDIT, ARREARS

The Consultant shall not pledge the City's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

19. OWNERSHIP OF DOCUMENTS

All original sketches, tracings, drawings, computations, details, design calculations, and other documents and plans that result from the Consultant's services under this Agreement are and remain the property of the City as instruments of service. The Consultant shall furnish copies to the City upon completion of such documents.

The City shall, at no additional expense, be furnished one (1) set of reproducible copies of any maps and/or drawings prepared for it by the Consultant. Consultant shall likewise submit copies of all field notes, calculation sheets and computer discs to the City.

20. INDEPENDENT CONSULTANT RELATIONSHIP

The relationship of the Consultant to the City will be solely that of a consultant. The Consultant is an independent consultant and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent consultant, between the City and the Consultant, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. The Consultant will provide the professional and technical services required for the successful completion of this Agreement in accordance with practices generally acceptable within the industry and good ethical standards.

21. ATTORNEYS' FEES AND COSTS

In the event of any dispute concerning the terms and conditions of this Agreement or in the event of any action by any party to this Agreement to judicially interpret or enforce this Agreement or any provision hereof, or in any dispute arising in any manner from this Agreement, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses, whether suit be brought or not, and whether any settlement shall be entered in any declaratory action, at trial or on appeal.

22. VERIFICATION OF EMPLOYMENT STATUS

The Consultant agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control act of 1986, of all persons it employs in the performance of this Agreement.

23. PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making this Agreement.

24. AUDIT

The Consultant agrees that the City or any of its duly authorized representatives shall, until the expiration of at least three years, or as otherwise applicable under law, after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Consultant involving transactions related to this Agreement. The Consultant agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which

are found based on audit examination not to constitute allowable costs under this Agreement. The Consultant shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, or as otherwise applicable under law.

25. NON DISCRIMINATION

The Consultant covenants and agrees that the Consultant shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex or physical handicaps (except where based on a bona fide occupational qualification); or because of marital status, race, color, religion, national origin or ancestry.

26. AUTHORITY TO PRACTICE

The City represents that it is a political subdivision of the State of Florida with the authority to engage the professional and to accept the obligation for payment for the services.

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative on an annual basis.

27. SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

28. FLORIDA CONTRACTS

WHERE APPLICABLE AND PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

29. COMPLETE AGREEMENT

This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The Consultant recognizes that any representations, statements or negotiations made by the City staff do not suffice to legally bind the City in a contractual relationship unless they have been reduced to writing, authorized, and signed by an authorized City representative. This Agreement shall bind the parties, their assigns, and successors in interest.

30. AMENDMENT

This Agreement may be amended only with the written approval and agreement of the parties.

31. MODIFICATIONS OF WORK

The City reserves the right to make changes in Scope of Work, including alterations, reductions therein, or additions thereto. Upon receipt by the Consultant of the City's notification of a contemplated change, the Consultant shall, in writing:

A. Provide a detailed estimate for the increase or decrease in cost due to the contemplated change,

B. Notify the City of any estimated change in the completion date, and

C. Advise the City if the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules of this Agreement.

If the City so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the City shall initiate an Agreement Amendment or Change Orderand the Consultant shall not commence work on any such change until the authorized representative for the City signs such written Amendment.

32. NOTICE

All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service or mailed certified mail (postage prepaid) return receipt requested, addressed to:

City:
CITY OF FORT PIERCE
Attn: Purchasing Division
100 N. U.S. Highway 1
Fort Pierce, FL 34950

Consultant:
SGM ENGINEERING, INC.
935 Lake Baldwin Lane
Orlando, FL 32814

With a Copy to:
City Attorney
City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950

As to the Consultant or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

Should City or Consultant have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box.

33. CAPTIONS AND HEADINGS

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

34. WAIVER

No waiver by the City of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by of the same, or any other provision or the enforcement thereof. City's consent to or approval of any act by Consultant requiring consent or approval shall not be deemed to render unnecessary the obtaining of City's consent to or approval of any subsequent act by Consultant requiring consent or approval, whether or not similar to the act so consented or approved.

35. COMPLIANCE WITH LAWS

The Consultant, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Agreement. The City undertakes no duty to ensure such compliance, but will attempt to advise Consultant, upon request, as to any such laws of which it has present knowledge.

36. INTERPRETATION; CONTROLLING LAW; VENUE

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. The laws of the State of Florida shall govern this Agreement and all interpretations thereof. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in St. Lucie County, to include the Nineteenth Judicial Circuit of Florida for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

37. DISPUTE RESOLUTION

Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the Consultant and the City or its Project Manager. At all times, the Consultant shall carry on the work and maintain its progress schedule in accordance with the requirements of the Agreement and the determination of the City or its representatives, pending resolution of the dispute. The City Manager who shall reduce the decision to writing shall decide any dispute, which is not resolved by mutual agreement. The decision of the City shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

38. ANTITRUST ASSIGNMENT

The Consultant, the City, and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida and local governments. Therefore, the Consultant assigns to the State of Florida and the City any and all claims for such overcharges as to goods, materials or services purchased in connection with the Agreement.

39. CONFIDENTIALITY

Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by City or other information to which Consultant has had access during the term of this Agreement without the prior written approval of the City during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

Consultant shall consider all information provided by City and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the

Consultant's performance of the services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the City, in response to legal process, or in accordance with applicable law.

40. E-VERIFY

All requirements of Section 448.095, Florida Statutes, shall be complied with by Consultant. In accordance with, Section 448.095, Florida Statutes, Consultant shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Consultant enters into a contract with a subcontractor performing work or providing services on its behalf, Consultant shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. Consultant shall, upon request, provide evidence of compliance with this provision to the City. A contract terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the City terminates this contract with a contractor, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. Consultant is liable for any additional costs incurred by the City as a result of the termination of this contract under Section 448.095, Florida Statutes.

41. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement in counterparts each of which shall be treated as an original upon the terms and conditions above stated.

ATTEST:

Linda Cox, City Clerk

CITY OF FORT PIERCE:

Linda Hudson, Mayor

10/25/24

Date

APPROVED AS TO FORM CORRECTNESS:

By: _____

Sara Hedges, City Attorney

CONSULTANT:

By: _____

Print: Bobak (Bobby) Shahnami

Title: President

Today's Date: 9/25/2024

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name: SGM Engineering, Inc.

Authorized Representative's Name and Title: Bobak (Bobby) Shahnami

Address: 935 Lake Baldwin Lane

City: Orlando State: FL Zip Code: 32750

Phone Number: 407-767-5188 Ext. 500 Email Address: bobby@sgmengineering.com

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____ Bobak (Bobby) Shahnami 9/25/2024

Authorized Signature | Printed Name and Title | Date

STATE OF FLORIDA
COUNTY OF Orange

Sworn (or affirmed) and subscribed before me by means of ☐ physical presence or ☒ online notarization

this 25 day of September, 2024 by Bobak (Bobby) Shahnami, who is

☒ personally known or
☐ produced identification (ID produced: _____).

Notary Public Signature: Sonette A Negron (Seal)

Print Name: Sonette A. Negron My Commission Expires: 1/24/2026

SONETTE A. NEGRON
Notary Public, State Of Florida
Commission No. HH 219657
My Commission Expires: 1/24/2026

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: AWILDA COLON, REDEVELOPMENT ASSISTANT, COMMUNITY AND ECONOMIC DEV

FROM: CAMILLE WALLACE, ESQ., SENIOR ASSISTANT CITY ATTORNEY CAW

THROUGH: SARA HEDGES, CITY ATTORNEY SH

CAO RLS# / RE: AMENDMENT NO. 1 – CONTINUING SERVICES CONTRACTS FOR PROFESSIONAL SERVICES:

RLS#244	Architect Design Collaborative	RLS#245	GFA INTERNATIONAL D/B/A UNIVERSAL ENGINEERING SCIENCES	RLS#246	EXP U.S. SERVICES, INC
RLS#247	DON BERGMAN ARCHITECTURE LLC	RLS#248	CAPE DESIGN ENGINEERING INC	RLS#249	BCER ENGINEERING INC
RLS#250	SGM ENGINEERING INC	RLS#251	ROYAL CONSULTING SERVICES INC.	RLS#252	TLC ENGINEERING SOLUTIONS INC.
RLS#253	COTLEUR & HEARING	RLS#254	MBV ENGINEERING INC.	RLS#261	INSPIRE PLACEMAKING COLLECTIVE INC

DATE: AUGUST 13, 2025

I have reviewed the above Request for Legal Services (RLS) related to Amendment No 1 to the Continuing Services Contract for Professional Services between the City of Fort Pierce and the above-named Consultants. Please note the following comments:

1. Each Amendment has been revised to reflect the procurement and agreement history.
2. Each Amendment has been revised to reflect the new Term Period and remaining renewals thereafter.
3. A redlined version of the Amendment for Architect Design Collaborative has been included with this Memo so changes made to all the other Amendments can be tracked.
4. The Amendment for Cape Design Engineering reflects the Consultant's legal name per Sunbiz records.
5. The Amendment for Cotleur & Hearing reflects the Consultant's legal name per Sunbiz records.
6. A clean version of each Amendment is included with this Memo which I recommend for template use for future Amendments.
7. All Amendments are approved as to form and correctness.
8. Recommendation: The Department should place all Amendments on the Commission consent Agenda for review and approval *prior* to execution.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail. Thank you.

City Commission Regular Meeting - 5:05 PM **11. J.**

Meeting Date: 09/02/2025

Re: Approval of Amendment No. 1 to Continuing Services Agreement for a One Year Renewal with Inspire Placemaking Collective, Inc.

Submitted For: Shyanne Harnage, Director, Community and Economic Dev

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SUBJECT:

Approval of Amendment No. 1 to the Continuing Services Agreement for a One-Year Renewal with Inspire Placemaking Collective, Inc. for Landscape Architectural Services

SUMMARY:

Pursuant to the executed Continuing Services Agreement executed on September 16, 2024, the agreement includes three (3) one-year renewal options. Amendment No. 1 has been submitted to exercise the initial one-year renewal and ensure continuity of professional services without interruption.

RECOMMENDATION:

Staff recommends approval of a one-year renewal with Inspire Placemaking Collective, Inc.

ALTERNATIVES:

Do not approve amendment and allow the contracts to expire, requiring a new solicitation before additional work can be assigned.

RESPONSIBLE STAFF:

Shyanne Harnage, Director, Community & Economic Development

COORDINATED WITH:

Gelencia Carter, Manager, Purchasing
Sara Hedges, City Attorney

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	N/A
Account:	N/A
Amount:	N/A

FISCAL IMPACT:

There is no fiscal impact associated with this amendment to the continuing contract at this time. Subsequent project agreements/specific authorizations will go before the City Commission/FPRA Board for approval with associated scope and funding.

Attachments

Amendment No. 1
Continuing Services Agreement
City Attorney Memo

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	08/25/2025 05:08 PM
City Manager	Richard Chess	08/27/2025 10:11 AM
Form Started By: Awilda Colon		Started On: 08/18/2025 10:15 AM
Final Approval Date: 08/27/2025		

FIRST AMENDMENT TO THE CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

This First Amendment to the Continuing Contract for Professional Services Agreement (hereinafter referred to as the "Amendment") is made and entered into this ____ day of _____, 20___ by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "City") and **INSPIRE PLACEMAKING COLLECTIVE, INC.,** whose principal address is **4767 New Broad Street, Orlando, FL 32814** (hereinafter referred to as "Consultant")(hereinafter referred to collectively as the "Parties").

RECITALS:

WHEREAS, on October 21, 2024, the Parties entered into an agreement pursuant to RFQ 2024-005 and Section 287.055, Florida Statutes, for nonexclusive continuing contracts to perform professional services (hereinafter referred to as the "Agreement"); and

WHEREAS, the Parties now mutually desire to amend the Agreement to exercise a one (1) year renewal option to extend the Term Period to ensure the uninterrupted continuance of professional services to the City, and

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The foregoing recitations are true and correct and are incorporated herein by reference.

2. **Term**. Pursuant to Section 2 ("Term") of the Agreement, the Term Period shall be renewed for one (1) year commencing September 17, 2025, and shall remain in full force and effect, unless otherwise extended or terminated in writing. Two (2) one (1) year renewal options remain under the Term.

3. **Effective Date**. This First Amendment shall be effective upon execution by the Parties.

4. **Conflicts/Amendment**. Except as otherwise set forth herein, the terms and conditions of the Agreement, shall remain in full force and effect between the Parties. In the case of a perceived conflict between the terms of the Agreement and this Amendment, this Amendment shall govern.

5. **Counterparts.** The Parties agree for purposes of this Amendment, the Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts. Facsimile and electronic mail copies in "portable document format" (".pdf") form are acceptable and shall constitute effective execution and delivery of this Amendment as to the Parties and may be used in lieu of the original Amendment for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

FIRST AMENDMENT TO THE CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

IN WITNESS WHEREOF, the Parties hereto have accepted, made and executed this Amendment in counterparts, each of which shall be treated as an original upon the terms and conditions stated above.

ATTEST:

_____

Linda Cox, City Clerk

CITY OF FORT PIERCE:

_____

Linda Hudson, Mayor

_____

Date

APPROVED AS TO FORM AND CORRECTNESS:

_____

Sara K. Hedges, Esq., City Attorney

CONSULTANT - INSPIRE PLACEMAKING COLLECTIVE, INC.:

By: _____

Print: George Kramer

Title: President

Today's Date: 8/14/25

CONTINUING CONTRACT FOR

PROFESSIONAL SERVICES

THIS AGREEMENT for PROFESSIONAL SERVICES (hereinafter referred to as "Agreement" or "Contract") is made and entered into this 21st day of October, 2024 by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "City") and **Inspire Placemaking Collective, Inc.**, whose principal address is **4767 New Broad Street, Orlando, Florida 32814** (hereinafter referred to as "Consultant").

WHEREAS, pursuant to RFQ No. 2024-005 and Section 287.055, Florida Statutes, the City solicited proposals for non-exclusive continuing contracts to perform professional services; and

WHEREAS, the Consultant is qualified pursuant to Section 287.055, Florida Statutes, to provide services within the scope of practice of **landscape architectural services** under a continuing contract; and

WHEREAS, at the regularly scheduled meeting on February 20, 2024, the City Commission of the City of Fort Pierce approved the negotiations of a continuing contract and authorized the execution of an agreement for Continuing Professional Services between the City and Consultant; and

WHEREAS, the Consultant is willing and able to render professional services for various projects on an as-needed basis and for the compensation and on the terms hereinafter set forth.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, agreements, terms, and condition contained herein, do agree as follows:

1. SERVICES

The Consultant's responsibility under this Agreement is to provide professional services within the scope of practice of **landscape architectural services** (hereinafter "professional services").

Consultant represents to the City that the professional services to be performed under this Agreement shall be in accordance with the highest standards accepted and established practices and procedures recognized as such in Consultant's trade in general and that Consultant shall conform to this Agreement.

Consultant shall be responsible for the technical accuracy of its professional services and documents resulting therefrom, and City shall not be responsible for discovering deficiencies therein. Consultant shall correct any such deficiencies without additional compensation or cost to City, except to the extent any such deficiency is directly attributable to deficiencies in City-furnished information.

Consultant shall be responsible for the completeness and accuracy of the work prepared or compiled under Consultant's obligation for each project and shall correct, at Consultant's expense, all errors or omissions therein which may be disclosed. The cost necessary to correct those errors attributable to Consultant and any damage incurred by City as a result of additional costs to City caused by such errors shall be chargeable to Consultant and shall not be considered a cost of the Work. The fact that City has reviewed or approved Consultant's work shall in no way relieve Consultant of any of its responsibilities.

2. TERM

The term of this Agreement shall be for a period of one (1) year beginning on the date first written above, with three (3) one (1) year renewal options available.

3. TECHNICAL AND PROFESSIONAL SERVICES

It shall be the responsibility of the Consultant to work with the City to provide professional services related projects for City. Each project will require a separate Specific Authorization using a form agreed to by both parties. The Specific Authorization shall set out the Scope of Work, time of performance, compensation schedule for each project, and any other necessary terms.

4. PERIOD OF SERVICE; SPECIFIC AUTHORIZATIONS

A. The Consultant will be available to begin work promptly after receipt of a fully executed copy of this Agreement. It is agreed that this Agreement shall be considered as a continuing contract and work will be initiated on an assignment-by-assignment basis through the execution of a Specific Authorization. The City reserves the right to select the respective Consultant who the City believes is in its best interest to perform the specified work.

B. If the Consultant's professional services called for under this Agreement are delayed for reasons beyond the Consultant's control, the time of performance shall be adjusted appropriately through a Change Order, and only upon agreement by the City to the adjustment and that the reasons were beyond the Consultant's control, as outlined in Paragraph 17, below.

C. Specific work assignments shall be set forth in individual Specific Authorizations, which will be issued to the Consultant. All Specific Authorizations shall be executed on behalf of the City in accordance with the City Purchasing Policy. The Specific Authorizations shall describe the scope of the work to be performed, cost to perform the work and shall set forth the schedule for completion of the work.

D. The City shall provide all criteria and full information as to City's requirements for the assignment and designate in writing a person with authority to act on City's behalf on all matters concerning this assignment.

5. TIME OF PERFORMANCE

Each project performed pursuant to this Agreement shall be performed in a timely manner without unreasonable delay within the time period identified in the Specific Authorization.

If the work is not fully completed according to the terms of the Agreement and within the time limits stipulated in the individual Specific Authorization, it is hereby acknowledged that the City will suffer damages which are not capable of ascertainment or calculation, and therefore the Consultant shall pay the City liquidated damages, a sum of which will be outlined in each individual Specific Authorization, per day for each day following the required completion date, until the date upon which actual completion occurs.

6. COMPENSATION

The Consultant shall be compensated for all services satisfactorily completed in accordance with the terms and conditions of this Agreement and each Specific Authorization. All invoices presented to the City for payment shall be on a Request for Payment form approved by the City. Payment for services performed will be processed within forty-five (45) days of receipt and approval of a proper invoice and in accordance with the applicable terms of the Local Government Prompt Payment Act, Sections 218.70-80, Florida Statutes.

7. GENERAL CONDITIONS

A. It is understood and agreed that the Consultant's services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a supplemental agreement may be negotiated between the City and the Consultant describing the services desired and providing a basis for compensation to the Consultant.

B. Upon the Consultant's written request, the City will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the Consultant and City mutually deem necessary; and the Consultant may rely upon same in performing the services required under this Agreement.

8. TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete and current at the time of execution of the Agreement. The original Agreement rates and any additions thereto shall be adjusted to exclude any significant sums by which City determines the Agreement

rate(s) was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such rate adjustments shall be made within one year following the end of this Agreement.

9. DEFAULT/TERMINATION

A. FOR CAUSE

If either party fails to fulfill its obligations under this Agreement in a timely and proper manner, the other party shall have the right to terminate this Agreement by giving written notice of any deficiency and by allowing the party in default seven (7) calendar days to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this Agreement shall terminate at the expiration of the seven (7) calendar day time period.

With regard to the Consultant, the following items shall be considered a default under this Agreement:

1) If the Consultant should be adjudged bankrupt, or if he, or it, should make a general assignment for the benefit of his, or its, creditors, or if a receiver should be appointed on account of his, or its, insolvency.

2) If the Consultant should persistently or repeatedly refuse or fail, except in cases for which an extension of time is provided, to provide the services contemplated by this Agreement.

3) If the Consultant disregards laws, ordinances, or the instructions of the Project Manager or otherwise is guilty of a substantial violation of the provisions of this Agreement.

In the event of termination, the Consultant shall only be entitled to receive payment for work satisfactorily completed prior to the termination date.

B. WITHOUT CAUSE

Either party may terminate the Agreement without cause at any time upon thirty (30) calendar days prior written notice to the other party. In the event of termination, the City shall compensate the Consultant for all authorized work satisfactorily performed through the termination date.

10. SUBCONSULTANTS AND SUBCONTRACTORS

In the event the Consultant requires the services of any subconsultant, subcontractor or professional associate in connection with the services to be provided under this Agreement, Consultant shall secure the written approval of City Project Manager before engaging such subconsultant, subcontractor, or professional associate.

If a subconsultant fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subconsultant to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subconsultant by the City. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance of any portion of this Agreement as set forth in the Scope of Work.

The Consultant, its subconsultants, agents, servants, or employees agree to be bound by the Terms and Conditions of this Agreement and in the Consultant's agreement with the subconsultant for work to be performed for the City, the Consultant must incorporate the terms of this Agreement.

11. FEDERAL AND STATE TAX

The City is exempt from payment of Florida State Sales and Use Taxes.

The City will sign an exemption certificate submitted by the Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Consultant authorized to use the City's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

12. INSURANCE

Consultant shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the City, the types and amounts of insurance conforming to the minimum requirements set forth herein.

A. EVIDENCE OF INSURANCE

Consultant shall not commence work until the required insurance is in force and evidence of insurance acceptable to the City has been provided to, and approved by, the City. The City at all times reserves the right to request such additional documentation and evidence of insurance as in its sole discretion it may require and the Consultant hereby agrees to provide same.

With respect to the Workers' Compensation/Employer's Liability Insurance, Professional Liability and Business Auto Liability Insurance, an appropriate Certificate of Insurance (which identifies the project), and a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies), signed by an authorized representative of the insurer(s) shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, an appropriate Certificate of Insurance (which identifies the project) signed by an authorized representative of the insurer, and copies of the actual additional

insured and notice of cancellation endorsements as issued on the policy(ies), shall be satisfactory evidence of such insurance.

If the insurance policies expire or terminate during the term of this Agreement Consultant shall provide City with renewal or replacement evidence of the insurance, including endorsements, no less than fifteen (15) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to City, if requested by City, Consultant shall, within thirty (30) days after receipt of a written request from City, provide City with a certified copy or certified copies of the policy or policies providing the coverage required. Consultant may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required.

B. DESCRIPTION OF REQUIRED INSURANCE

Consultant shall be responsible for all damage to person and/or property resulting from its negligent acts, reckless or intentional misconduct, errors or omissions or those of its subcontractors, agents or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.

1) Workers' Compensation/Employer's Liability Insurance

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law.

The policy must be endorsed to waive the insurer's right to subrogate against City, and its officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver of Our Right to Recover from Others Endorsement (Advisory Form WC 00 03 13) with City, and its officials, officers and employees scheduled thereon.

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	$1,000,000	Each Accident
	$1,000,000	Disease – Policy Limit

$1,000,000 Disease - Each Employee

2) Commercial General Liability Insurance

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than any endorsements specifically required by ISO or the State of Florida.

The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

Mold, fungus, or bacteria
Terrorism
Silica, asbestos or lead
Sexual molestation

City and its officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured - Owners, Lessees, or Consultant).

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

The minimum limits (inclusive of amounts provided by an umbrella or excess policy):

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

3) Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Work.

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and
Property Damage Liability Combined $1,000,000

4) Professional Liability

Such insurance shall be on a form acceptable to City and shall cover errors and omissions arising out of the provision of the services required by this RFQ. Coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Agreement and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The insurance provided by Consultant shall be endorsed to provide City with 30 days prior written notice of cancellation. A maximum deductible or self-insured retention of $10,000 per claim/occurrence shall be permitted for this coverage.

The minimum amount of coverage (inclusive of any amounts provided by an umbrella or excess policy) shall be no less than:

$3,000,000 Each Claim/Annual Aggregate

5) Miscellaneous Provisions

The insurance provided by Consultant shall apply on a primary basis to any insurance or self-insurance maintained by City. Any insurance, or self-insurance, maintained by City shall be excess of, and shall not contribute with, the insurance provided by Consultant.

Except as otherwise specifically authorized in this Agreement, or for which prior written approval has been obtained hereunder, the insurance maintained by Consultant shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, City may permit the application of a deductible or permit Consultant to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. In such instances, Consultant shall pay on behalf of City or City's officials, officers and employees any deductible or self-insured retention applicable to a claim against City or City's officials, officers and employees.

Compliance with these insurance requirements shall not limit the liability of Consultant. Any remedy provided to City by the insurance provided by Consultant shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Consultant) available to City under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by Consultant shall relieve Consultant from responsibility to provide insurance as required by this Agreement.

Certificates of Insurance must be completed as follows:

Certificate Holder

City of Fort Pierce
Attn: Purchasing Department
P.O. Box 1480
Fort Pierce FL 34954-1480

Additional Insured on the Commercial General Liability:

City of Fort Pierce and its officials, officers, and employees.

13. INDEMNIFICATION

Except for expenses or liabilities arising from the negligence of the City, the Consultant hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this Agreement as follows:

Consultant shall indemnify and hold harmless, to the maximum extent permitted by law, the City and their officials, officers, agents, and employees from and against any and all liability, claims, demands, penalties, court costs, judgments, damages, losses, (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), and costs (including reasonable attorney fees, litigation, arbitration, mediation, appeal expenses) to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Consultant and persons employed by or utilized by the Consultant in Consultant's performance of this Agreement.

Consultant's obligation to indemnify and hold harmless shall remain in effect and shall be binding upon Consultant whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

Consultant's failure to comply with this section's provisions shall constitute a material breach upon which the City may immediately terminate or suspend this Agreement.

The Consultant hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided. It is the specific intent of the parties hereto that the foregoing indemnification complies with Sections 725.06 and 725.08, Florida Statutes (Chapter 725).

14. ASSIGNMENT

The City and Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and permitted assigns of such other party, in respect to all covenants of this Agreement; and, neither the City nor the Consultant will assign or transfer its rights and obligations in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

The Consultant agrees that the persons named in the Scope of Work shall provide services as described therein. The services of the person(s) so named are a substantial inducement and material consideration for this Agreement. In the event such persons can no longer provide the services required by this Agreement, the Consultant shall immediately notify the City in writing and the City may elect to terminate this Agreement without any liability to the Consultant for unfinished work product. The City may elect to compensate the Consultant for unfinished work product, provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.

15. PUBLIC RECORDS

A. City strictly adheres to all statutes, court decisions, and the opinions of the Florida Attorney General with respect to disclosure of public information under Chapter 119, Florida Statutes. In accordance with Chapter 119, Florida Statutes, Consultant shall comply with all public records laws and specifically:

1. Keep and maintain public records required by City to perform the service.

2. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time as provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Consultant does not transfer the records to City.

4. Upon completion of the Agreement, transfer, at no cost, to City all public records in possession of Consultant or keep and maintain public records required by City to perform the service. If Consultant transfers all public records to City upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must

be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.

B. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, lcox@cityoffortpierce.com, 100 North U.S. 1, Fort Pierce, FL 34950.

16. CONFLICT OF INTEREST

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes, to include, but not limited to, Sections 112.311 and 112.313, Florida Statutes. The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the City in writing by certified mail of all potential conflicts of interest prohibited by existing state law for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall, at his option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the Consultant under the terms of this Agreement. If, in the opinion of the City, the prospective business association, interest or circumstance does constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall either not enter into said association or terminate this Agreement with the City prior to entering into said association.

17. EXCUSABLE DELAYS (FORCE MAJEURE)

Neither party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its reasonable control (financial difficulty shall not be considered a cause beyond a party's control) all of which causes herein are called "Force Majeure", including, but without being limited to, strikes, lockouts, or other industrial disturbances; fires; unusual climatic conditions; acts of God; acts of a public enemy; or inability to obtain transportation or necessary materials in the open market. Provided, however, that market conditions, labor conditions, construction industry price trends and similar matters which normally affect the bidding process shall not be considered a Force Majeure. The party unable to perform as a result of force majeure promptly shall notify the other of the beginning and ending of each such period, and City shall compensate Consultant at the rates set forth herein, for the services performed by Consultant hereunder, up to the date of the beginning of such period.

18. PLEDGE OF CREDIT, ARREARS

The Consultant shall not pledge the City's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

19. OWNERSHIP OF DOCUMENTS

All original sketches, tracings, drawings, computations, details, design calculations, and other documents and plans that result from the Consultant's services under this Agreement are and remain the property of the City as instruments of service. The Consultant shall furnish copies to the City upon completion of such documents.

The City shall, at no additional expense, be furnished one (1) set of reproducible copies of any maps and/or drawings prepared for it by the Consultant. Consultant shall likewise submit copies of all field notes, calculation sheets and computer discs to the City.

20. INDEPENDENT CONSULTANT RELATIONSHIP

The relationship of the Consultant to the City will be solely that of a consultant. The Consultant is an independent consultant and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent consultant, between the City and the Consultant, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. The Consultant will provide the professional and technical services required for the successful completion of this Agreement in accordance with practices generally acceptable within the industry and good ethical standards.

21. ATTORNEYS' FEES AND COSTS

In the event of any dispute concerning the terms and conditions of this Agreement or in the event of any action by any party to this Agreement to judicially interpret or enforce this Agreement or any provision hereof, or in any dispute arising in any manner from this Agreement, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses, whether suit be brought or not, and whether any settlement shall be entered in any declaratory action, at trial or on appeal.

22. VERIFICATION OF EMPLOYMENT STATUS

The Consultant agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

23. PROHIBITION AGAINST CONTINGENT FEES

Per Section 287.055(6)(a), Florida Statutes, "The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement."

24. AUDIT

The Consultant agrees that the City or any of its duly authorized representatives shall, until the expiration of at least three years, or as otherwise applicable under law, after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Consultant involving transactions related to this Agreement. The Consultant agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found based on audit examination not to constitute allowable costs under this Agreement. The Consultant shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, or as otherwise applicable under law.

25. NON DISCRIMINATION

The Consultant covenants and agrees that the Consultant shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race or color; or, except where based on a bona fide occupational qualification, because of religion, sex, condition of pregnancy, national origin, age, handicap, or marital status.

26. AUTHORITY TO PRACTICE

The City represents that it is a political subdivision of the State of Florida with the authority to engage the professional and to accept the obligation for payment for the services.

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative on an annual basis.

27. SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

28. FLORIDA CONTRACTS

WHERE APPLICABLE AND PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

29. COMPLETE AGREEMENT

This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The Consultant recognizes that any representations, statements or negotiations made by the City staff do not suffice to legally bind the City in a contractual relationship unless they have been reduced to writing, authorized, and signed by an authorized City representative. This Agreement shall bind the parties, their assigns, and successors in interest.

30. AMENDMENT

This Agreement may be amended only with the written approval and agreement of the parties.

31. MODIFICATIONS OF WORK

The City reserves the right to make changes in Scope of Work, including alterations, reductions therein, or additions thereto. Upon receipt by the Consultant of the City's notification of a contemplated change, the Consultant shall, in writing:

A. Provide a detailed estimate for the increase or decrease in cost due to the contemplated change,

B. Notify the City of any estimated change in the completion date, and

C. Advise the City if the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules of this Agreement.

If the City so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the City shall initiate an Agreement Amendment or Change Order and the Consultant shall not commence work on any such change until the authorized representative for the City signs such written Amendment.

32. NOTICE

All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service or mailed certified mail (postage prepaid) return receipt requested, addressed to:

City:
CITY OF FORT PIERCE
Attn: Purchasing Department
100 N. US Highway 1
Fort Pierce, FL 34950

Consultant:
INSPIRE PLACEMAKING COLLECTIVE, INC.
4767 New Broad Street
Orlando, Florida 32814

With a Copy to:
City Attorney
City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

Should City or Consultant have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box.

33. CAPTIONS AND HEADINGS

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

34. WAIVER

No waiver by the City of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach of the same, or any other provision or the enforcement thereof. City's consent to or approval of any act by Consultant requiring consent or approval shall not be deemed to render unnecessary the obtaining of City's consent to or approval of any subsequent act by Consultant requiring consent or approval, whether or not similar to the act so consented or approved.

35. COMPLIANCE WITH LAWS

The Consultant, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Agreement. The City undertakes no duty to ensure such compliance, but will attempt to advise Consultant, upon request, as to any such laws of which it has present knowledge.

36. INTERPRETATION; CONTROLLING LAW; VENUE

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. The laws of the State of Florida shall govern this Agreement and all interpretations thereof. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in St. Lucie County, to include the Nineteenth Judicial Circuit of Florida for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

37. DISPUTE RESOLUTION; WAIVER OF JURY TRIAL

Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the Consultant and the City or its Project Manager. At all times, the Consultant shall carry on the work and maintain its progress schedule in accordance with the requirements of the Agreement and the determination of the City or its representatives, pending resolution of the dispute. . All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in St. Lucie County, Florida. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. **TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.**

38. ANTITRUST ASSIGNMENT

The Consultant, the City, and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida and local governments. Therefore, the Consultant assigns to the State of Florida and the City any and all claims for such overcharges as to goods, materials or services purchased in connection with the Agreement.

39. CONFIDENTIALITY

Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by City or other information to which Consultant has had access during the term of this Agreement without the prior written approval of the City during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

Consultant shall consider all information provided by City and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the Consultant's performance of the services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the City, in response to legal process, or in accordance with applicable law.

40. E-VERIFY

All requirements of Section 448.095, Florida Statutes, shall be complied with by Consultant. In accordance with, Section 448.095, Florida Statutes, Consultant shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Consultant enters into a contract with a subcontractor performing work or providing services on its behalf, Consultant shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. Consultant shall, upon request, provide evidence of compliance with this provision to the City. A contract terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the City terminates this contract with a contractor, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. Consultant is liable for any additional costs incurred by the City as a result of the termination of this contract under Section 448.095, Florida Statutes.

41. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

CONTINUING CONTRACT FOR

PROFESSIONAL SERVICES

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement in counterparts each of which shall be treated as an original upon the terms and conditions above stated.

ATTEST:

Linda Cox, City Clerk

CITY OF FORT PIERCE:

Linda Hudson, Mayor

10/21/24

Date

APPROVED AS TO FORM CORRECTNESS:

By: _____

Sara Hedges, City Attorney

CONSULTANT:

By: _____

Print: George Kramer

Title: President

Today's Date: 10/4/24

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name: Inspire Placemaking Collective, Inc.

Authorized Representative's Name and Title: George Kramer, President

Address: 4767 New Broad Street

City: Orlando State: FL Zip Code: 32814

Phone Number: 407-202-8387 Email Address: gkramer@inspireplacemaking.com

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____ George Kramer, President 10/4/24

Authorized Signature | Printed Name and Title | Date

STATE OF FLORIDA
COUNTY OF Orange

Sworn (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization

this 4th day of October, 2024 by George Kramer, who is

☐ personally known or
☒ produced identification (ID produced: Driver's License).

Notary Public State of Florida
Alysia Ramirez
My Commission HH 461391
Expires 11/5/2027

Notary Public Signature: _____ (Seal)

Print Name: Alysia Ramirez My Commission Expires: 11-5-27

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: AWILDA COLON, REDEVELOPMENT ASSISTANT, COMMUNITY AND ECONOMIC DEV

FROM: CAMILLE WALLACE, ESQ., SENIOR ASSISTANT CITY ATTORNEY CAW

THROUGH: SARA HEDGES, CITY ATTORNEY SH

CAO RLS# / RE: AMENDMENT NO. 1 – CONTINUING SERVICES CONTRACTS FOR PROFESSIONAL SERVICES:

RLS#244	Architect Design Collaborative	RLS#245	GFA INTERNATIONAL D/B/A UNIVERSAL ENGINEERING SCIENCES	RLS#246	EXP U.S. SERVICES, INC
RLS#247	DON BERGMAN ARCHITECTURE LLC	RLS#248	CAPE DESIGN ENGINEERING INC	RLS#249	BCER ENGINEERING INC
RLS#250	SGM ENGINEERING INC	RLS#251	ROYAL CONSULTING SERVICES INC.	RLS#252	TLC ENGINEERING SOLUTIONS INC.
RLS#253	COTLEUR & HEARING	RLS#254	MBV ENGINEERING INC.	RLS#261	INSPIRE PLACEMAKING COLLECTIVE INC

DATE: AUGUST 13, 2025

I have reviewed the above Request for Legal Services (RLS) related to Amendment No 1 to the Continuing Services Contract for Professional Services between the City of Fort Pierce and the above-named Consultants. Please note the following comments:

1. Each Amendment has been revised to reflect the procurement and agreement history.
2. Each Amendment has been revised to reflect the new Term Period and remaining renewals thereafter.
3. A redlined version of the Amendment for Architect Design Collaborative has been included with this Memo so changes made to all the other Amendments can be tracked.
4. The Amendment for Cape Design Engineering reflects the Consultant's legal name per Sunbiz records.
5. The Amendment for Cotleur & Hearing reflects the Consultant's legal name per Sunbiz records.
6. A clean version of each Amendment is included with this Memo which I recommend for template use for future Amendments.
7. All Amendments are approved as to form and correctness.
8. Recommendation: The Department should place all Amendments on the Commission consent Agenda for review and approval *prior* to execution.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail. Thank you.

City Commission Regular Meeting - 5:05 PM **11. K.**

Meeting Date: 09/02/2025

Re: Approval of Amendment No. 1 to Amended Continuing Services Agreement for a One Year Renewal with Don Bergman Architecture, LLC

Submitted For: Shyanne Harnage, Director, Community and Economic Dev

SUBJECT:

Approval of Amendment No. 1 to the Amended Continuing Services Agreement for a One-Year Renewal with Don Bergman Architecture, LLC for Professional Architectural Services

SUMMARY:

Pursuant to the executed Amended Continuing Services Agreement executed on September 16, 2024, the agreement includes three (3) one-year renewal options. Amendment No. 1 has been submitted to exercise the initial one-year renewal and ensure continuity of professional services without interruption.

RECOMMENDATION:

Staff recommends approval of a one-year renewal with Don Bergman Architecture, LLC.

ALTERNATIVES:

Do not approve amendment and allow the contracts to expire, requiring a new solicitation before additional work can be assigned.

RESPONSIBLE STAFF:

Shyanne Harnage, Director, Community & Economic Development

COORDINATED WITH:

Gelencia Carter, Manager, Purchasing
Sara Hedges, City Attorney

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	N/A
Account:	N/A
Amount:	N/A

FISCAL IMPACT:

There is no fiscal impact associated with this amendment to the continuing contract at this time. Subsequent project agreements/specific authorizations will go before the City Commission/FPRA Board for approval with associated scope and funding.

Attachments

Amendment No. 1
Amended Continuing Services Agreement
City Attorney Memo

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	08/25/2025 05:08 PM
City Manager	Richard Chess	08/27/2025 10:11 AM
Form Started By: Awilda Colon		Started On: 08/18/2025 10:07 AM
Final Approval Date: 08/27/2025		

FIRST AMENDMENT TO THE AMENDED CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

This First Amendment to the Amended Continuing Contract for Professional Services Agreement (hereinafter referred to as the "Amendment") is made and entered into this ____ day of _____, 20___ by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "City") and **Don Bergman Architecture, LLC,** whose principal address is **4362 Gator Trace Lane, Fort Pierce, FL 34982** (hereinafter referred to as "Consultant")(hereinafter referred to collectively as the "Parties").

RECITALS:

WHEREAS, on July 15, 2024, the Parties entered into an agreement pursuant to RFQ 2024-005 and Section 287.055, Florida Statutes, for nonexclusive continuing contracts to perform professional services; and

WHEREAS, on September 16, 2024, the Parties entered an Amended Continuing Contract for Professional Services to revise the terms and conditions (hereinafter referred to as the "Agreement"); and

WHEREAS, the Parties now mutually desire to amend the Agreement to exercise a one (1) year renewal option to extend the Term Period to ensure the uninterrupted continuance of professional services to the City**,** and

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The foregoing recitations are true and correct and are incorporated herein by reference.

2. **Term**. Pursuant to Section 2 ("Term") of the Agreement, the Term Period shall be renewed for one (1) year commencing September 17, 2025, and shall remain in full force and effect, unless otherwise extended or terminated in writing. Two (2) one (1) year renewal options remain under the Term.

3. **Effective Date**. This First Amendment shall be effective upon execution by the Parties.

4. **Conflicts/Amendment**. Except as otherwise set forth herein, the terms and conditions of the Agreement, shall remain in full force and effect between the

Parties. In the case of a perceived conflict between the terms of the Agreement and this Amendment, this Amendment shall govern.

5. **Counterparts.** The Parties agree for purposes of this Amendment, the Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts. Facsimile and electronic mail copies in "portable document format" (".pdf") form are acceptable and shall constitute effective execution and delivery of this Amendment as to the Parties and may be used in lieu of the original Amendment for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

FIRST AMENDMENT TO THE AMENDED CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

IN WITNESS WHEREOF, the Parties hereto have accepted, made and executed this Amendment in counterparts, each of which shall be treated as an original upon the terms and conditions stated above.

ATTEST:

_____

Linda Cox, City Clerk

CITY OF FORT PIERCE:

_____

Linda Hudson, Mayor

_____

Date

APPROVED AS TO FORM AND CORRECTNESS:

_____

Sara K. Hedges, Esq., City Attorney

CONSULTANT - DON BERGMAN ARCHITECTURE, LLC:

By: _____

Print: DON BERGMAN

Title: PRESIDENT

Today's Date: 08.14.2025

AMENDED CONTINUING CONTRACT FOR

PROFESSIONAL SERVICES

THIS AGREEMENT for PROFESSIONAL SERVICES (hereinafter referred to as "Agreement" or "Contract") is made and entered into this 16 day of September, 2024 by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "City") and **Don Bergman Architecture, LLC.**, whose principal address is **4362 Gator Trace Lane, Fort Pierce, FL 34982** (hereinafter referred to as "Consultant").

WHEREAS, pursuant to RFQ No. 2024-005 and Section 287.055, Florida Statutes, the City solicited proposals for non-exclusive continuing contracts to perform professional services; and

WHEREAS, the Consultant is qualified pursuant to Section 287.055, Florida Statutes, to provide services within the scope of practice of **professional architecture** under a continuing contract; and

WHEREAS, at the regularly scheduled meeting on February 20, 2024, the City Commission of the City of Fort Pierce approved the negotiations of a continuing contract and authorized the execution of an agreement for Continuing Professional Services between the City and Consultant; and

WHEREAS, a previous continuing contract for professional services was executed on July 15, 2024, the terms of which have been updated, and the previously-executed contract is hereby replaced in its entirety with this Amended Continuing Contract for Professional Services; and

WHEREAS, the Consultant is willing and able to render professional services for various projects on an as-needed basis and for the compensation and on the terms hereinafter set forth.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, agreements, terms, and condition contained herein, do agree as follows:

1. SERVICES

The Consultant's responsibility under this Agreement is to provide professional services within the scope of practice of **professional architecture** (hereinafter "professional services").

Consultant represents to the City that the professional services to be performed under this Agreement shall be in accordance with the highest standards accepted and established practices and procedures recognized as such in Consultant's trade in general and that Consultant shall conform to this Agreement.

Consultant shall be responsible for the technical accuracy of its professional services and documents resulting therefrom, and City shall not be responsible for

discovering deficiencies therein. Consultant shall correct any such deficiencies without additional compensation or cost to City, except to the extent any such deficiency is directly attributable to deficiencies in City-furnished information.

Consultant shall be responsible for the completeness and accuracy of the work prepared or compiled under Consultant's obligation for each project and shall correct, at Consultant's expense, all errors or omissions therein which may be disclosed. The cost necessary to correct those errors attributable to Consultant and any damage incurred by City as a result of additional costs to City caused by such errors shall be chargeable to Consultant and shall not be considered a cost of the Work. The fact that City has reviewed or approved Consultant's work shall in no way relieve Consultant of any of its responsibilities.

2. TERM

The term of this Agreement shall be for a period of one (1) year beginning on the date first written above, with three (3) one (1) year renewal options available.

3. TECHNICAL AND PROFESSIONAL SERVICES

It shall be the responsibility of the Consultant to work with the City to provide professional services related projects for City. Each project will require a separate Specific Authorization using a form agreed to by both parties. The Specific Authorization shall set out the Scope of Work, time of performance, compensation schedule for each project, and any other necessary terms.

4. PERIOD OF SERVICE; SPECIFIC AUTHORIZATIONS

A. The Consultant will be available to begin work promptly after receipt of a fully executed copy of this Agreement. It is agreed that this Agreement shall be considered as a continuing contract and work will be initiated on an assignment-by-assignment basis through the execution of a Specific Authorization. The City reserves the right to select the respective Consultant who the City believes is in its best interest to perform the specified work.

B. If the Consultant's professional services called for under this Agreement are delayed for reasons beyond the Consultant's control, the time of performance shall be adjusted appropriately through a Change Order, and only upon agreement by the City to the adjustment and that the reasons were beyond the Consultant's control, as outlined in Paragraph 17, below.

C. Specific work assignments shall be set forth in individual Specific Authorizations, which will be issued to the Consultant. All Specific Authorizations shall be executed on behalf of the City in accordance with the City Purchasing Policy. The Specific Authorizations shall describe the scope of the work to be performed, cost to perform the work and shall set forth the schedule for completion of the work.

D. The City shall provide all criteria and full information as to City's requirements for the assignment and designate in writing a person with authority to act on City's behalf on all matters concerning this assignment.

5. TIME OF PERFORMANCE

Each project performed pursuant to this Agreement shall be performed in a timely manner without unreasonable delay within the time period identified in the Specific Authorization.

If the work is not fully completed according to the terms of the Agreement and within the time limits stipulated in the individual Specific Authorization, it is hereby acknowledged that the City will suffer damages which are not capable of ascertainment or calculation, and therefore the Consultant shall pay the City liquidated damages, a sum of which will be outlined in each individual Specific Authorization, per day for each day following the required completion date, until the date upon which actual completion occurs.

6. COMPENSATION

The Consultant shall be compensated for all services satisfactorily completed in accordance with the terms and conditions of this Agreement and each Specific Authorization. All invoices presented to the City for payment shall be on a Request for Payment form approved by the City. Payment for services performed will be processed within forty-five (45) days of receipt and approval of a proper invoice and in accordance with the applicable terms of the Local Government Prompt Payment Act, Sections 218.70-80, Florida Statutes.

7. GENERAL CONDITIONS

A. It is understood and agreed that the Consultant's services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a supplemental agreement may be negotiated between the City and the Consultant describing the services desired and providing a basis for compensation to the Consultant.

B. Upon the Consultant's written request, the City will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the Consultant and City mutually deem necessary; and the Consultant may rely upon same in performing the services required under this Agreement.

8. TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement by Consultant shall act as the execution of as truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete and current at the time of execution of the Agreement. The original Agreement rates and any additions thereto shall be adjusted to exclude any significant sums by which City determines the Agreement rate(s) was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such rate adjustments shall be made within one year following the end of this Agreement.

9. DEFAULT/TERMINATION

A. FOR CAUSE

If either party fails to fulfill its obligations under this Agreement in a timely and proper manner, the other party shall have the right to terminate this Agreement by giving written notice of any deficiency and by allowing the party in default seven (7) calendar days to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this Agreement shall terminate at the expiration of the seven (7) calendar day time period.

With regard to the Consultant, the following items shall be considered a default under this Agreement:

1) If the Consultant should be adjudged bankrupt, or if he, or it, should make a general assignment for the benefit of his, or its, creditors, or if a receiver should be appointed on account of his, or its, insolvency.

2) If the Consultant should persistently or repeatedly refuse or fail, except in cases for which an extension of time is provided, to provide the services contemplated by this Agreement.

3) If the Consultant disregards laws, ordinances, or the instructions of the Project Manager or otherwise is guilty of a substantial violation of the provisions of this Agreement.

In the event of termination, the Consultant shall only be entitled to receive payment for work satisfactorily completed prior to the termination date.

B. WITHOUT CAUSE

Either party may terminate the Agreement without cause at any time upon thirty (30) calendar days prior written notice to the other party. In the event of termination, the

City shall compensate the Consultant for all authorized work satisfactorily performed through the termination date.

10. SUBCONSULTANTS AND SUBCONTRACTORS

In the event the Consultant requires the services of any subconsultant, subcontractor or professional associate in connection with the services to be provided under this Agreement, Consultant shall secure the written approval of City Project Manager before engaging such subconsultant, subcontractor, or professional associate.

If a subconsultant fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subconsultant to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subconsultant by the City. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance of any portion of this Agreement as set forth in the Scope of Work.

The Consultant, its subconsultants, agents, servants, or employees agree to be bound by the Terms and Conditions of this Agreement and in the Consultant's agreement with the subconsultant for work to be performed for the City, the Consultant must incorporate the terms of this Agreement.

11. FEDERAL AND STATE TAX

The City is exempt from payment of Florida State Sales and Use Taxes.

The City will sign an exemption certificate submitted by the Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Consultant authorized to use the City's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

12. INSURANCE

Consultant shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the City, the types and amounts of insurance conforming to the minimum requirements set forth herein.

A. EVIDENCE OF INSURANCE

Consultant shall not commence work until the required insurance is in force and evidence of insurance acceptable to the City has been provided to, and approved by, the City. The City at all times reserves the right to request such additional

documentation and evidence of insurance as in its sole discretion it may require and the Consultant hereby agrees to provide same.

With respect to the Workers' Compensation/Employer's Liability Insurance, Professional Liability and Business Auto Liability Insurance, an appropriate Certificate of Insurance (which identifies the project), and a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies), signed by an authorized representative of the insurer(s) shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, an appropriate Certificate of Insurance (which identifies the project) signed by an authorized representative of the insurer, and copies of the actual additional insured and notice of cancellation endorsements as issued on the policy(ies), shall be satisfactory evidence of such insurance.

If the insurance policies expire or terminate during the term of this Agreement Consultant shall provide City with renewal or replacement evidence of the insurance, including endorsements, no less than fifteen (15) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to City, if requested by City, Consultant shall, within thirty (30) days after receipt of a written request from City, provide City with a certified copy or certified copies of the policy or policies providing the coverage required. Consultant may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required.

B. DESCRIPTION OF REQUIRED INSURANCE

Consultant shall be responsible for all damage to person and/or property resulting from its negligent acts, reckless or intentional misconduct, errors or omissions or those of its subcontractors, agents or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.

1) Workers' Compensation/Employer's Liability Insurance

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law.

The policy must be endorsed to waive the insurer’s right to subrogate against City, and its officials, officers and employees in the manner which would result from the

attachment of the NCCI Waiver of Our Right to Recover from Others Endorsement (Advisory Form WC 00 03 13) with City, and its officials, officers and employees scheduled thereon.

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	$1,000,000	Each Accident
	$1,000,000	Disease – Policy Limit
	$1,000,000	Disease - Each Employee

2) Commercial General Liability Insurance

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than any endorsements specifically required by ISO or the State of Florida.

The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

Mold, fungus, or bacteria
Terrorism
Silica, asbestos or lead
Sexual molestation

City and its officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured - Owners, Lessees, or Consultant).

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

The minimum limits (inclusive of amounts provided by an umbrella or excess policy):

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

3) Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Work.

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	$1,000,000

4) Professional Liability

Such insurance shall be on a form acceptable to City and shall cover errors and omissions arising out of the provision of the services required by this RFQ. Coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Agreement and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The insurance provided by Consultant shall be endorsed to provide City with 30 days prior written notice of cancellation. A maximum deductible or self-insured retention of $10,000 per claim/occurrence shall be permitted for this coverage.

The minimum amount of coverage (inclusive of any amounts provided by an umbrella or excess policy) shall be no less than:

$3,000,000 Each Claim/Annual Aggregate

5) Miscellaneous Provisions

The insurance provided by Consultant shall apply on a primary basis to any insurance or self-insurance maintained by City. Any insurance, or self-insurance, maintained by City shall be excess of, and shall not contribute with, the insurance provided by Consultant.

Except as otherwise specifically authorized in this Agreement, or for which prior written approval has been obtained hereunder, the insurance maintained by Consultant shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, City may permit the application of a deductible

or permit Consultant to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. In such instances, Consultant shall pay on behalf of City or City's officials, officers and employees any deductible or self-insured retention applicable to a claim against City or City's officials, officers and employees.

Compliance with these insurance requirements shall not limit the liability of Consultant. Any remedy provided to City by the insurance provided by Consultant shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Consultant) available to City under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by Consultant shall relieve Consultant from responsibility to provide insurance as required by this Agreement.

Certificates of Insurance must be completed as follows:

Certificate Holder

City of Fort Pierce
Attn: Purchasing Department
P.O. Box 1480
Fort Pierce FL 34954-1480

Additional Insured on the Commercial General Liability:

City of Fort Pierce and its officials, officers, and employees.

13. INDEMNIFICATION

Except for expenses or liabilities arising from the negligence of the City, the Consultant hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this Agreement as follows:

Consultant shall indemnify and hold harmless, to the maximum extent permitted by law, the City and their officials, officers, agents, and employees from and against any and all liability, claims, demands, penalties, court costs, judgments, damages, losses, (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), and costs (including reasonable attorney fees, litigation, arbitration, mediation, appeal expenses) to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Consultant and persons employed by or utilized by the Consultant in Consultant’s performance of this Agreement.

Consultant's obligation to indemnify and hold harmless shall remain in effect and shall be binding upon Consultant whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

Consultant's failure to comply with this section's provisions shall constitute a material breach upon which the City may immediately terminate or suspend this Agreement.

The Consultant hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided. It is the specific intent of the parties hereto that the foregoing indemnification complies with Sections 725.06 and 725.08, Florida Statutes (Chapter 725).

14. ASSIGNMENT

The City and Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and permitted assigns of such other party, in respect to all covenants of this Agreement; and, neither the City nor the Consultant will assign or transfer its rights and obligations in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

The Consultant agrees that the persons named in the Scope of Work shall provide services as described therein. The services of the person(s) so named are a substantial inducement and material consideration for this Agreement. In the event such persons can no longer provide the services required by this Agreement, the Consultant shall immediately notify the City in writing and the City may elect to terminate this Agreement without any liability to the Consultant for unfinished work product. The City may elect to compensate the Consultant for unfinished work product, provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.

15. PUBLIC RECORDS

A. City strictly adheres to all statutes, court decisions, and the opinions of the Florida Attorney General with respect to disclosure of public information under Chapter 119, Florida Statutes. In accordance with Chapter 119, Florida Statutes, Consultant shall comply with all public records laws and specifically:

1. Keep and maintain public records required by City to perform the service.

2. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time as provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Consultant does not transfer the records to City.

4. Upon completion of the Agreement, transfer, at no cost, to City all public records in possession of Consultant or keep and maintain public records required by City to perform the service. If Consultant transfers all public records to City upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.

B. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, lcox@cityoffortpierce.com, 100 North U.S. 1, Fort Pierce, FL 34950.

16. CONFLICT OF INTEREST

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes, to include, but not limited to, Sections 112.311 and 112.313, Florida Statutes. The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the City in writing by certified mail of all potential conflicts of interest prohibited by existing state law for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees

to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall, at his option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the Consultant under the terms of this Agreement. If, in the opinion of the City, the prospective business association, interest or circumstance does constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall either not enter into said association or terminate this Agreement with the City prior to entering into said association.

17. EXCUSABLE DELAYS (FORCE MAJEURE)

Neither party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its reasonable control (financial difficulty shall not be considered a cause beyond a party's control) all of which causes herein are called "Force Majeure", including, but without being limited to, strikes, lockouts, or other industrial disturbances; fires; unusual climatic conditions; acts of God; acts of a public enemy; or inability to obtain transportation or necessary materials in the open market. Provided, however, that market conditions, labor conditions, construction industry price trends and similar matters which normally affect the bidding process shall not be considered a Force Majeure. The party unable to perform as a result of force majeure promptly shall notify the other of the beginning and ending of each such period, and City shall compensate Consultant at the rates set forth herein, for the services performed by Consultant hereunder, up to the date of the beginning of such period.

18. PLEDGE OF CREDIT, ARREARS

The Consultant shall not pledge the City's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

19. OWNERSHIP OF DOCUMENTS

All original sketches, tracings, drawings, computations, details, design calculations, and other documents and plans that result from the Consultant's services under this Agreement are and remain the property of the City as instruments of service. The Consultant shall furnish copies to the City upon completion of such documents.

The City shall, at no additional expense, be furnished one (1) set of reproducible copies of any maps and/or drawings prepared for it by the Consultant. Consultant shall likewise submit copies of all field notes, calculation sheets and computer discs to the City.

20. INDEPENDENT CONSULTANT RELATIONSHIP

The relationship of the Consultant to the City will be solely that of a consultant. The Consultant is an independent consultant and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent consultant, between the City and the Consultant, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. The Consultant will provide the professional and technical services required for the successful completion of this Agreement in accordance with practices generally acceptable within the industry and good ethical standards.

21. ATTORNEYS' FEES AND COSTS

In the event of any dispute concerning the terms and conditions of this Agreement or in the event of any action by any party to this Agreement to judicially interpret or enforce this Agreement or any provision hereof, or in any dispute arising in any manner from this Agreement, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses, whether suit be brought or not, and whether any settlement shall be entered in any declaratory action, at trial or on appeal.

22. VERIFICATION OF EMPLOYMENT STATUS

The Consultant agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

23. PROHIBITION AGAINST CONTINGENT FEES

Per Section 287.055(6)(a), Florida Statutes, “The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.”

24. AUDIT

The Consultant agrees that the City or any of its duly authorized representatives shall, until the expiration of at least three years, or as otherwise applicable under law, after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Consultant involving

transactions related to this Agreement. The Consultant agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found based on audit examination not to constitute allowable costs under this Agreement. The Consultant shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, or as otherwise applicable under law.

25. NON DISCRIMINATION

The Consultant covenants and agrees that the Consultant shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race or color; or, except where based on a bona fide occupational qualification, because of religion, sex, condition of pregnancy, national origin, age, handicap, or marital status.

26. AUTHORITY TO PRACTICE

The City represents that it is a political subdivision of the State of Florida with the authority to engage the professional and to accept the obligation for payment for the services.

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative on an annual basis.

27. SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

28. FLORIDA CONTRACTS

WHERE APPLICABLE AND PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

29. COMPLETE AGREEMENT

This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The Consultant recognizes that any representations, statements or negotiations made by the City staff do not suffice to legally bind the City in a contractual relationship unless they have been reduced to writing, authorized, and signed by an authorized City representative. This Agreement shall bind the parties, their assigns, and successors in interest.

30. AMENDMENT

This Agreement may be amended only with the written approval and agreement of the parties.

31. MODIFICATIONS OF WORK

The City reserves the right to make changes in Scope of Work, including alterations, reductions therein, or additions thereto. Upon receipt by the Consultant of the City's notification of a contemplated change, the Consultant shall, in writing:

A. Provide a detailed estimate for the increase or decrease in cost due to the contemplated change,

B. Notify the City of any estimated change in the completion date, and

C. Advise the City if the contemplated change shall affect the Consultant’s ability to meet the completion dates or schedules of this Agreement.

If the City so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the City shall initiate an Agreement Amendment or Change Order and the Consultant shall not commence work on any such change until the authorized representative for the City signs such written Amendment.

32. NOTICE

All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service or mailed certified mail (postage prepaid) return receipt requested, addressed to:

City:
CITY OF FORT PIERCE
Attn: Purchasing Department
100 N. US Highway 1
Fort Pierce, FL 34950

Consultant:
DON BERGMAN
ARCHITECTURE, LLC.
4362 Gator Trace Lane
Fort Pierce, FL 34982

With a Copy to:
City Attorney
City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

Should City or Consultant have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box.

33. CAPTIONS AND HEADINGS

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

34. WAIVER

No waiver by the City of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach of the same, or any other provision or the enforcement thereof. City's consent to or approval of any act by Consultant requiring consent or approval shall not be deemed to render unnecessary the obtaining of City's consent to or approval of any subsequent act by Consultant requiring consent or approval, whether or not similar to the act so consented or approved.

35. COMPLIANCE WITH LAWS

The Consultant, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Agreement. The City undertakes no duty to ensure such compliance, but will attempt

to advise Consultant, upon request, as to any such laws of which it has present knowledge.

36. INTERPRETATION; CONTROLLING LAW; VENUE

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. The laws of the State of Florida shall govern this Agreement and all interpretations thereof. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in St. Lucie County, to include the Nineteenth Judicial Circuit of Florida for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

37. DISPUTE RESOLUTION; WAIVER OF JURY TRIAL

Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the Consultant and the City or its Project Manager. At all times, the Consultant shall carry on the work and maintain its progress schedule in accordance with the requirements of the Agreement and the determination of the City or its representatives, pending resolution of the dispute. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in St. Lucie County, Florida. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. **TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.**

38. ANTITRUST ASSIGNMENT

The Consultant, the City, and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida and local governments. Therefore, the Consultant assigns to the State of Florida and the City any and all claims for such overcharges as to goods, materials or services purchased in connection with the Agreement.

39. CONFIDENTIALITY

Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by City or other information to which Consultant has had access during the term of this Agreement without the prior written approval of the City during the

term of this Agreement and for a period of two (2) years after the termination of this Agreement.

Consultant shall consider all information provided by City and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the Consultant's performance of the services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the City, in response to legal process, or in accordance with applicable law.

40. E-VERIFY

All requirements of Section 448.095, Florida Statutes, shall be complied with by Consultant. In accordance with, Section 448.095, Florida Statutes, Consultant shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Consultant enters into a contract with a subcontractor performing work or providing services on its behalf, Consultant shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. Consultant shall, upon request, provide evidence of compliance with this provision to the City. A contract terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the City terminates this contract with a contractor, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. Consultant is liable for any additional costs incurred by the City as a result of the termination of this contract under Section 448.095, Florida Statutes.

41. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

CONTINUING CONTRACT FOR

PROFESSIONAL SERVICES

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement in counterparts each of which shall be treated as an original upon the terms and conditions above stated.

ATTEST:

Linda W. Cox
Linda Cox, City Clerk

CITY OF FORT PIERCE:

Linda Hudson
Linda Hudson, Mayor

9/16/24
Date

APPROVED AS TO FORM CORRECTNESS:

By: _____
Sara Hedges, City Attorney

CONSULTANT:

By: _____

Print: Don Bergman

Title: President

Today's Date: 09.20.24

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

NOTICE OF AWARD

Date: June 24, 2024

To: Don Bergman Architecture, LLC.
4362 Gator Trace Lane
Fort Pierce, FL 34982
Attn: Don Bergman, President

Solicitation: Miscellaneous Professional Continuing Services
RFQ No. 2024-005

Solicitation Due Date: 3:00 PM, Tuesday, November 14, 2023

Approval Date: City Commission approved on February 20, 2024

You are hereby notified that your firm has been approved as one of the City's Miscellaneous Professional Continuing Services providers on the solicitation noted above. Upon compliance with the conditions precedent to be fulfilled by you within the time specified, the Agreement will be executed and delivered to you. Enclosed are the following:

Item
Notice of Award
Agreement between City and Contractor
Certification of Nonsegregated Facilities
Non-Collusion Affidavit for Prime Bidder

Please take the following actions:

1. Execute Agreement and Notice of Award.

2. Have your insurance company complete Certificates of Insurance and Endorsements, see Section 12 of the contract.

3. Form CG 20 10: Please provide a copy of the actual endorsement issued to the policy, Form CG 20 10, which affords the required additional insured coverage. Please return all documents with acceptance of award.

4. Return enclosed no later than Wednesday, June 26, 2024, via email to:

Gelencia Carter, Purchasing Manager gcarter@cityoffortpierce.com
Carbon copy: purchasingdivision@cityoffortpierce.com

The contract documents must be signed by one of the officers registered with the State of Florida on the attached list; if not on list, provide a letter or copy of corporate resolution authorizing the individual to sign contract documents on behalf of the corporation.

We will return a fully executed copy of the Contract Documents, to your attention.

OWNER:
CITY OF FORT PIERCE
100 North U.S. Highway 1
Fort Pierce, FL 34950

BY: Gelencia Carter
Gelencia Carter, MPA, Purchasing Manager

Date: 6/24/24

ACKNOWLEDGE RECEIPT OF NOTICE:

CONTRACTOR:
DON BERGMAN ARCHITECTURE LLC

BY: Don Bergman

President
Title

06.26.24
Date

CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for PROFESSIONAL SERVICES is made and entered into this 15th day of July, 20 24 by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "City", and Don Bergman Architecture, whose principal address is Fort Pierce, FL hereinafter referred to as "Consultant".

WHEREAS, pursuant to RFQ No. 2024-005 and Section 287.055, Florida Statutes, the City solicited proposals for non-exclusive contracts to perform professional architectural services with qualified firms for the performance of these services; and,

WHEREAS, at the regularly scheduled meeting on February 20, 2024, the Fort Pierce City Commission approved the negotiations of a continuing contract and authorized the execution of an agreement for Continuing Professional Services between City and Consultant hereinafter referred to as "Agreement" or "Contract"; and,

WHEREAS, the Consultant is willing and able to render professional services for various projects on an as-needed basis and for the compensation and on the terms hereinafter set forth.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, agreements, terms, and condition contained herein, do agree as follows:

1. SERVICES

The Consultant's responsibility under this Agreement is to provide professional/ consultation services in the area of professional architectural services

2. TERM

The term of this Agreement shall be for a period of one (1) year beginning on the date first written above, with three (3) one (1) year renewal options available.

3. TECHNICAL AND PROFESSIONAL SERVICES

It shall be the responsibility of the Consultant to work with the City to provide professional architectural services related projects for City. Each project will require a separate work authorization using a form agreed to by both parties. The work authorization shall set out the scope of work, time of performance and compensation schedule for each project.

4. PERIOD OF SERVICE; WORK AUTHORIZATIONS

A. The Consultant will be available to begin work promptly after receipt of a fully executed copy of this Agreement. It is agreed that this Agreement shall be considered as a continuing contract and work will be initiated on an assignment-by-

assignment basis. The City reserves the right to select the respective Consultant who the City believes is in its best interest to perform the specified work.

B. If the Consultant's services called for under this Agreement are delayed for reasons beyond the Consultant's control, the time of performance shall be adjusted appropriately.

C. Specific work assignments shall be set forth in individual Work Authorizations, which will be issued to the Consultant. All Work Authorizations shall be executed on behalf of the City in accordance with the City Purchasing Policy. The Work Assignments shall describe the scope of the work to be performed, cost to perform the work , and shall set forth the schedule for completion of the work.

The City shall provide all criteria and full information as to City's requirements for the assignment and designate in writing a person with authority to act on City's behalf on all matters concerning this assignment.

5. TIME OF PERFORMANCE

Each project performed pursuant to this Agreement shall be performed in a timely manner without unreasonable delay within the time period identified in the work authorization.

If the work is not fully completed according to the terms of the Agreement and within the time limits stipulated in the individual work authorization, it is hereby acknowledged that the City will suffer damages which are not capable of ascertainment or calculation, and therefore the Consultant shall pay the City liquidated damages, a sum of which will be outlined in each individual work authorization, per day for each day following the required completion date, until the date upon which actual completion occurs.

6. COMPENSATION

The Consultant shall be compensated for all services satisfactorily completed in accordance with the terms and conditions of this Agreement and each work order. All invoices presented to the City for payment shall be on a Request for Payment form approved by the City. Payment for services performed will be processed within thirty (30) days of receipt and approval of invoice and in accordance with the Florida Prompt Payment Act, Florida Statutes Section 218.70-79.

7. GENERAL CONDITIONS

A. It is understood and agreed that the Consultant's services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a supplemental agreement may be negotiated between the City and

the Consultant describing the services desired and providing a basis for compensation to the Consultant.

B. Upon the Consultant's written request, the City will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the Consultant and City mutually deem necessary; and the Consultant may rely upon same in performing the services required under this Agreement.

8. TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement by Consultant shall act as the execution of as truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete and current at the time of execution of the Agreement. The original Agreement rates and any additions thereto shall be adjusted to exclude any significant sums by which City determines the Agreement rate(s) was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such rate adjustments shall be made within one year following the end of this Agreement.

9. DEFAULT/TERMINATION

A. FOR CAUSE

If either party fails to fulfill its obligations under this Agreement in a timely and proper manner, the other party shall have the right to terminate this Agreement by giving written notice of any deficiency and by allowing the party in default seven (7) calendar days to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this Agreement shall terminate at the expiration of the seven (7) calendar day time period.

With regard to the Consultant, the following items shall be considered a default under this Agreement:

1) If the Consultant should be adjudged bankrupt, or if he, or it, should make a general assignment for the benefit of his, or its, creditors, or if a receiver should be appointed on account of his, or its, insolvency.

2) If the Consultant should persistently or repeatedly refuse or fail, except in cases for which an extension of time is provided, to provide the services contemplated by this Agreement.

3) If the Consultant disregards laws, ordinances, or the instructions of the Project Manager or otherwise is guilty of a substantial violation of the provisions of this Agreement.

In the event of termination, the Consultant shall only be entitled to receive payment for work satisfactorily completed prior to the termination date.

B. WITHOUT CAUSE

Either party may terminate the Agreement without cause at any time upon thirty (30) -calendar days prior written notice to the other party. In the event of termination, the City shall compensate the Consultant for all authorized work satisfactorily performed through the termination date.

10. SUBCONSULTANTS AND SUBCONTRACTORS

In the event the Consultant requires the services of any subconsultant, subcontractor or professional associate in connection with the services to be provided under this Agreement, Consultant shall secure the written approval of City Project Manager before engaging such subconsultant, subcontractor, or professional associate.

If a subconsultant fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subconsultant to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subconsultant by the City. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance any portion of this Agreement as set forth in the Scope of Work.

The Consultant, its subconsultants, agents, servants, or employees agree to be bound by the Terms and Conditions of this Agreement and its agreement with the subconsultant for work to be performed for the City the Consultant must incorporate the terms of this Agreement.

11. FEDERAL AND STATE TAX

The City is exempt from payment of Florida State Sales and Use Taxes.

The City will sign an exemption certificate submitted by the Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Consultant authorized to use the City's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

12. INSURANCE

CONSULTANT shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the City, the types and amounts of insurance conforming to the minimum requirements set forth herein.

A. EVIDENCE OF INSURANCE

Consultant shall not commence work until the required insurance is in force and evidence of insurance acceptable to the City has been provided to, and approved by, the City. The City at all times reserves the right to request such additional documentation and evidence of insurance as in its sole discretion it may require and the CONSULTANT hereby agrees to provide same.

With respect to the Workers' Compensation/Employer's Liability Insurance, Professional Liability and Business Auto Liability Insurance, an appropriate Certificate of Insurance (which identifies the project), and a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies), signed by an authorized representative of the insurer(s) shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, an appropriate Certificate of Insurance (which identifies the project) signed by an authorized representative of the insurer, and copies of the actual additional insured and notice of cancellation endorsements as issued on the policy(ies), shall be satisfactory evidence of such insurance.

If the insurance policies expire or terminate during the term of this Agreement Consultant shall provide City with renewal or replacement evidence of the insurance, including endorsements, no less than fifteen (15) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to City, if requested by City, Consultant shall, within thirty (30) days after receipt of a written request from City, provide City with a certified copy or certified copies of the policy or policies providing the coverage required. Consultant may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required.

B. DESCRIPTION OF REQUIRED INSURANCE

Consultant shall be responsible for all damage to person and/or property resulting from its negligent acts, reckless or intentional misconduct, errors or omissions or those of its subcontractors, agents or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.

1) Workers' Compensation/Employer's Liability Insurance.

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law.

The policy must be endorsed to waive the insurer's right to subrogate against City, and its officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver of Our Right to Recover from Others Endorsement (Advisory Form WC 00 03 13) with City, and its officials, officers and employees scheduled thereon.

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	$1,000,000	Each Accident
	$1,000,000	Disease – Policy Limit
	$1,000,000	Disease - Each Employee

2) Commercial General Liability Insurance.

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than any endorsements specifically required by ISO or the State of Florida.

The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

Mold, fungus, or bacteria
Terrorism
Silica, asbestos or lead
Sexual molestation

City and its officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured - Owners, Lessees, or Consultant).

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

The minimum limits (inclusive of amounts provided by an umbrella or excess policy):

General Aggregate	$1,000,000
Products/Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

3) Automobile Liability Insurance.

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Work.

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	$1,000,000

4) Professional Liability

Such insurance shall be on a form acceptable to City and shall cover errors and omissions arising out of the provision of the services required by this RFQ. Coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Agreement and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The insurance provided by Consultant shall be endorsed to provide City with 30 days prior written notice of cancellation. A maximum deductible or self-insured retention of $10,000 per claim/occurrence shall be permitted for this coverage.

The minimum amount of coverage (inclusive of any amounts provided by an umbrella or excess policy) shall be no less than:

$3,000,000 Each Claim/Annual Aggregate

5) Miscellaneous Provisions

The insurance provided by Consultant shall apply on a primary basis to any insurance or self-insurance maintained by City. Any insurance, or self-insurance, maintained by City shall be excess of, and shall not contribute with, the insurance provided by Consultant.

Except as otherwise specifically authorized in this Agreement, or for which prior written approval has been obtained hereunder, the insurance maintained by Consultant shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, City may permit the application of a deductible or permit Consultant to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. In such instances, Consultant shall pay on behalf of CITY or CITY's officials, officers and employees any deductible or self-insured retention applicable to a claim against CITY or CITY's officials, officers and employees.

Compliance with these insurance requirements shall not limit the liability of Consultant. Any remedy provided to City by the insurance provided by Consultant shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Consultant) available to City under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by Consultant shall relieve Consultant from responsibility to provide insurance as required by this Agreement.

Certificates of Insurance must be completed as follows:

Certificate Holder

City of Fort Pierce
Attn: Purchasing Department
P.O. Box 1480
Fort Pierce FL 34954-1480

Additional Insured on the Commercial General Liability

City of Fort Pierce and its officials, officers, and employees.

13. INDEMNIFICATION

Except for expenses or liabilities arising from the negligence of the City, the Consultant hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this Agreement as follows:

Consultant shall indemnify and hold harmless, to the maximum extent permitted by law, the City and their officials, officers, agents, and employees from and against any and all liability, claims, demands, penalties, court costs, judgments, damages, losses, (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), and costs (including reasonable attorney fees, litigation, arbitration, mediation, appeal expenses) to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Consultant and persons employed by or utilized by the Consultant in Consultant's performance of this Agreement.

Consultant's obligation to indemnify and hold harmless shall remain in effect and shall be binding upon Consultant whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

Consultant's failure to comply with this section's provisions shall constitute a material breach upon which the City may immediately terminate or suspend this Agreement.

The Consultant hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided. It is the specific intent of the parties hereto that the foregoing indemnification complies with Sections 725.06 and 725.08, Florida Statutes (Chapter 725).

14. ASSIGNMENT

The City and Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and permitted assigns of such other party, in respect to all covenants of this Agreement; and, neither the City nor the Consultant will assign or transfer its rights and obligations in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

The Consultant agrees that the persons named in the scope of work shall provide services as described therein. The services of the person(s) so named are a substantial inducement and material consideration for this Agreement. In the event such persons can no longer provide the services required by this Agreement, the Consultant shall immediately notify the City in writing and the City may elect to terminate this Agreement without any liability to the Consultant for unfinished work product. The City may elect to compensate the Consultant for unfinished work product, provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.

15. PUBLIC RECORDS

A. City strictly adheres to all statutes, court decisions, and the opinions of the Florida Attorney General with respect to disclosure of public information under Chapter 119, Florida Statutes. In accordance with Chapter 119, Florida Statutes, Consultant shall comply with all public records laws, specifically to:

B. Keep and maintain public records required by City to perform the service.

C. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time as provided by law.

D. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Consultant does not transfer the records to City.

E. Upon completion of the Agreement, transfer, at no cost, to City all public records in possession of Consultant or keep and maintain public records required by City to perform the service. If Consultant transfers all public records to City upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.

F. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, lcox@city-ftpierce.com, 100 North U.S. 1, Fort Pierce, FL 34950.

16. CONFLICT OF INTEREST

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida

Statutes. The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the City in writing by certified mail of all potential conflicts of interest prohibited by existing state law for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall, at his/her option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the Consultant under the terms of this Agreement

17. EXCUSABLE DELAYS (FORCE MAJEURE)

Neither party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its reasonable control (financial difficulty shall not be considered a cause beyond a party's control) all of which causes herein are called "Force Majeure", including, but without being limited to, strikes, lockouts, or other industrial disturbances; fires; unusual climatic conditions; acts of God; acts of a public enemy; or inability to obtain transportation or necessary materials in the open market. Provided, however, that market conditions, labor conditions, construction industry price trends and similar matters which normally affect the bidding process shall not be considered a Force Majeure. The party unable to perform as a result of force majeure promptly shall notify the other of the beginning and ending of each such period, and City shall compensate Consultant at the rates set forth herein, for the services performed by Consultant hereunder, up to the date of the beginning of such period.

18. PLEDGE OF CREDIT, ARREARS

The Consultant shall not pledge the City's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

19. OWNERSHIP OF DOCUMENTS

All original sketches, tracings, drawings, computations, details, design calculations, and other documents and plans that result from the Consultant's services under this Agreement are and remain the property of the City as instruments of service. The Consultant shall furnish copies to the City upon completion of such documents.

The City shall, at no additional expense, be furnished one (1) set of reproducible copies of any maps and/or drawings prepared for it by the Consultant. Consultant shall likewise submit copies of all field notes, calculation sheets and computer discs to the City.

20. INDEPENDENT CONSULTANT RELATIONSHIP

The relationship of the Consultant to the City will be solely that of a consultant. The Consultant is an independent consultant and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent consultant, between the City and the Consultant, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. The Consultant will provide the professional and technical services required for the successful completion of this Agreement in accordance with practices generally acceptable within the industry and good ethical standards.

21. ATTORNEYS' FEES AND COSTS

In the event of any dispute concerning the terms and conditions of this Agreement or in the event of any action by any party to this Agreement to judicially interpret or enforce this Agreement or any provision hereof, or in any dispute arising in any manner from this Agreement, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses, whether suit be brought or not, and whether any settlement shall be entered in any declaratory action, at trial or on appeal.

22. VERIFICATION OF EMPLOYMENT STATUS

The Consultant agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control act of 1986, of all persons it employs in the performance of this Agreement.

23. PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for the

Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making this Agreement.

24. AUDIT

The Consultant agrees that the City or any of its duly authorized representatives shall, until the expiration of at least three years, or as otherwise applicable under law, after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Consultant involving transactions related to this Agreement. The Consultant agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found based on audit examination not to constitute allowable costs under this Agreement. The Consultant shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, or as otherwise applicable under law.

25. NON DISCRIMINATION

The Consultant covenants and agrees that the Consultant shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex or physical handicaps (except where based on a bona fide occupational qualification); or because of marital status, race, color, religion, national origin or ancestry.

26. ENFORCEMENT COSTS

It is understood and agreed that the Consultant's services under this Agreement do not include any participation, whatsoever, in any litigation. Should such services be required, a supplemental agreement may be negotiated between the City and the Consultant describing the services desired and providing a basis for compensation to the Consultant.

27. AUTHORITY TO PRACTICE

The City represents that it is a political subdivision of the State of Florida with the authority to engage the professional and to accept the obligation for payment for the services.

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative on an annual basis.

28. SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

29. FLORIDA CONTRACTS

WHERE APPLICABLE AND PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

30. COMPLETE AGREEMENT

This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The Consultant recognizes that any representations, statements or negotiations made by the City staff do not suffice to legally bind the City in a contractual relationship unless they have been reduced to writing, authorized, and signed by an authorized City representative. This Agreement shall bind the parties, their assigns, and successors in interest.

31. AMENDMENT

This Agreement may be amended only with the written approval and agreement of the parties.

32. MODIFICATIONS OF WORK

The City reserves the right to make changes in Scope of Work, including alterations, reductions therein, or additions thereto. Upon receipt by the Consultant of the City's notification of a contemplated change, the Consultant shall, in writing:

A. Provide a detailed estimate for the increase or decrease in cost due to the contemplated change,

B. Notify the City of any estimated change in the completion date, and

C. Advise the City if the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules of this Agreement.

If the City so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the City shall initiate an Agreement Amendment or Change Order and the Consultant shall not commence work on any such change until the authorized representative for the City signs such written Amendment.

33. NOTICE

All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service or mailed certified mail (postage prepaid) return receipt requested, addressed to:

City:
CITY OF FORT PIERCE
Attn: Purchasing Department
100 N. US Highway 1
Fort Pierce, FL 34950

Consultant:
Don Bergman Architecture LLC
4362 Gator Trace Lane
Fort Pierce, FL 34982
Attn: Don Bergman, President

With a Copy to:
City Attorney
City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950

As to the Consultant or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

Should City or Consultant have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box.

34. CAPTIONS AND HEADINGS

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

35. WAIVER

No waiver by the City of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by of the same, or any other provision or the enforcement thereof. City's consent to of or approval of any act by Consultant requiring consent or approval shall not be deemed to render unnecessary the obtaining of City's consent to or approval of any subsequent act by Consultant requiring consent or approval, whether or not similar to the act so consented or approved.

36. COMPLIANCE WITH LAWS

The Consultant, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Agreement. The City undertakes no duty to ensure such compliance, but will attempt to advise Consultant, upon request, as to any such laws of which it has present knowledge.

37. INTERPRETATION; CONTROLLING LAW; VENUE

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. The laws of the State of Florida shall govern all interpretations and this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in St. Lucie County, to include the Nineteenth Judicial Circuit of Florida for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

38. DISPUTE RESOLUTION

Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the Consultant and the City or its Project Manager. At all times, the Consultant shall carry on the work and maintain its progress schedule in accordance with the requirements of the Agreement and the determination of the City or its representatives, pending resolution of the dispute. The City Manager who shall reduce the decision to writing shall decide any dispute, which is not resolved by mutual agreement. The decision of the City shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

39. ANTITRUST ASSIGNMENT

The Consultant, the City, and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida and local governments. Therefore, the Consultant assigns to the State of Florida and the City any and all claims for such overcharges as to goods, materials or services purchased in connection with the Agreement.

40. CONFIDENTIALITY

Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by City or other information to which Consultant has had access during the term of this Agreement without the prior written approval of the CITY during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

Consultant shall consider all information provided by City and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the Consultant's performance of the services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the City, in response to legal process, or in accordance with applicable law.

41. E-VERIFY

All requirements of Section 448.095, Florida Statutes, shall be complied with by Consultant. In accordance with, Section 448.095, Florida Statutes, CONSULTANT shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Consultant enters into a contract with a subcontractor performing work or providing services on its behalf, Consultant shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. Consultant shall, upon request, provide evidence of compliance with this provision to the City. A contract terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the City terminates this contract with a contractor, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. Consultant is liable for any additional costs incurred by the City as a result of the termination of this contract under Section 448.095, Florida Statutes.

42. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement in counterparts each of which shall be treated as an original upon the terms and conditions above stated.

ATTEST:

Linda W. Cox
Linda Cox, City Clerk

CITY OF FORT PIERCE:

Linda Hudson
Linda Hudson, Mayor

7/15/2024
Date

APPROVED AS TO FORM CORRECTNESS:

By: _____
Sara Hedges, City Attorney

CONSULTANT:

By: _____

Print: Don Bergman

Title: President

Today's Date: 06.26.24

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

CERTIFICATION OF NONSEGREGATED FACILITIES

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The Bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors, exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certification in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE: June 26, 2024.

Official Address (Including Zip Code):

Don Bergman Architecture LLC

4362 Gator Trace Lane

Fort Pierce, FL 34982

By: _____
Name

Don Bergman
Name (Typed or Printed)

President
Title

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

NON-COLLUSION AFFIDAVIT
FOR PRIME BIDDER

STATE OF Florida

COUNTY OF St. Lucie

Don Bergman, being first duly sworn, deposes and says:

That he is President
(a partner or officer of the firm, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Don Bergman Architecture LLC
(Firm Name)

By: _____

Title: President

Subscribed and sworn to before me this 26th

day of June, 2024.

_____
Notary Public

My Commission expires: (Seal)

NOTARY PUBLIC
Expires
10/30/2025
Chelsea Andrade
My Commission #
HH 150184
STATE OF FLORIDA

_____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Loni Renzetti	
Insurance Express 2005 Vista ParkWay Suite 200 West Palm Beach FL 33411	PHONE (A/C, No, Ext): (561) 356-8080	FAX (A/C, No): (877) 316-7800
	E-MAIL ADDRESS: LRenzetti@InsuranceExpress.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hiscox Insurance Company	
INSURED Don Bergman Architecture LLC 4362 Gator Trace Ln Ft Pierce FL 34982	INSURER B : Hiscox Insurance Company Inc	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2442521167 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			P101.347.271.3	05/21/2024	05/21/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ Included
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Errors and Omissions			ANE1834607.23	10/16/2023	10/16/2024	General Aggregate	$1,000,000
							Each Occurrence	$1,000,000
							Defense of Licensing Proceedings	$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Evidence of Insurance.

CERTIFICATE HOLDER

City of Fort Pierce Purchasing Dept.
100 N US 1
Fort Pierce FL 34950

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: AWILDA COLON, REDEVELOPMENT ASSISTANT, COMMUNITY AND ECONOMIC DEV

FROM: CAMILLE WALLACE, ESQ., SENIOR ASSISTANT CITY ATTORNEY CAW

THROUGH: SARA HEDGES, CITY ATTORNEY SH

CAO RLS# / RE: AMENDMENT NO. 1 – CONTINUING SERVICES CONTRACTS FOR PROFESSIONAL SERVICES:

RLS#244	Architect Design Collaborative	RLS#245	GFA INTERNATIONAL D/B/A UNIVERSAL ENGINEERING SCIENCES	RLS#246	EXP U.S. SERVICES, INC
RLS#247	DON BERGMAN ARCHITECTURE LLC	RLS#248	CAPE DESIGN ENGINEERING INC	RLS#249	BCER ENGINEERING INC
RLS#250	SGM ENGINEERING INC	RLS#251	ROYAL CONSULTING SERVICES INC.	RLS#252	TLC ENGINEERING SOLUTIONS INC.
RLS#253	COTLEUR & HEARING	RLS#254	MBV ENGINEERING INC.	RLS#261	INSPIRE PLACEMAKING COLLECTIVE INC

DATE: AUGUST 13, 2025

I have reviewed the above Request for Legal Services (RLS) related to Amendment No 1 to the Continuing Services Contract for Professional Services between the City of Fort Pierce and the above-named Consultants. Please note the following comments:

1. Each Amendment has been revised to reflect the procurement and agreement history.
2. Each Amendment has been revised to reflect the new Term Period and remaining renewals thereafter.
3. A redlined version of the Amendment for Architect Design Collaborative has been included with this Memo so changes made to all the other Amendments can be tracked.
4. The Amendment for Cape Design Engineering reflects the Consultant's legal name per Sunbiz records.
5. The Amendment for Cotleur & Hearing reflects the Consultant's legal name per Sunbiz records.
6. A clean version of each Amendment is included with this Memo which I recommend for template use for future Amendments.
7. All Amendments are approved as to form and correctness.
8. Recommendation: The Department should place all Amendments on the Commission consent Agenda for review and approval *prior* to execution.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail. Thank you.

City Commission Regular Meeting - 5:05 PM **11. L.**

Meeting Date: 09/02/2025

Re: Approval of Amendment No. 1 to Continuing Services Agreement for a One Year Renewal with GFA International Inc. d/b/a Universal Engineering Sciences

Submitted For: Shyanne Harnage, Director, Community and Economic Dev

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SUBJECT:

Approval of Amendment No. 1 to the Continuing Services Agreement for a One-Year Renewal with GFA International, Inc. d/b/a Universal Engineering Sciences for Professional Engineering Services

SUMMARY:

Pursuant to the executed Continuing Services Agreement executed on September 16, 2024, the agreement includes three (3) one-year renewal options. Amendment No. 1 has been submitted to exercise the initial one-year renewal and ensure continuity of professional services without interruption.

RECOMMENDATION:

Staff recommends approval of a one-year renewal with GFA International, Inc. d/b/a Universal Engineering Sciences.

ALTERNATIVES:

Do not approve amendment and allow the contracts to expire, requiring a new solicitation before additional work can be assigned.

RESPONSIBLE STAFF:

Shyanne Harnage, Director, Community & Economic Development

COORDINATED WITH:

Gelencia Carter, Manager, Purchasing
Sara Hedges, City Attorney

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	N/A
Account:	N/A
Amount:	N/A

FISCAL IMPACT:

There is no fiscal impact associated with this amendment to the continuing contract at this time. Subsequent project agreements/specific authorizations will go before the City Commission/FPRA Board for approval with associated scope and funding.

Attachments

Amendment No. 1
Continuing Services Agreement
City Attorney Memo

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	08/25/2025 05:08 PM
City Manager	Richard Chess	08/27/2025 10:11 AM
Form Started By: Awilda Colon		Started On: 08/18/2025 09:55 AM
Final Approval Date: 08/27/2025		

FIRST AMENDMENT TO THE CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

This First Amendment to the Continuing Contract for Professional Services Agreement (hereinafter referred to as the "Amendment") is made and entered into this _15_ day of ____August_____, 20_25_ by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "City") and **GFA International, Inc. d/b/a Universal Engineering Sciences,** whose local principal address is **607 NW Commodity Cove, Port St. Lucie, FL 34986** (hereinafter referred to as "Consultant")(hereinafter referred to collectively as the "Parties").

RECITALS:

WHEREAS, on September 16, 2024, the Parties entered into an agreement pursuant to RFQ 2024-005 and Section 287.055, Florida Statutes, for nonexclusive continuing contracts to perform professional services (hereinafter referred to as the "Agreement"); and

WHEREAS, the Parties now mutually desire to amend the Agreement to exercise a one (1) year renewal option to extend the Term Period to ensure the uninterrupted continuance of professional services to the City**,** and

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The foregoing recitations are true and correct and are incorporated herein by reference.

2. **Term.** Pursuant to Section 2 ("Term") of the Agreement, the Term Period shall be renewed for one (1) year commencing September 17, 2025, and shall remain in full force and effect, unless otherwise extended or terminated in writing. Two (2) one (1) year renewal options remain under the Term.

3. **Effective Date.** This First Amendment shall be effective upon execution by the Parties.

4. **Conflicts/Amendment.** Except as otherwise set forth herein, the terms and

conditions of the Agreement, shall remain in full force and effect between the Parties. In the case of a perceived conflict between the terms of the Agreement and this Amendment, this Amendment shall govern.

5. **Counterparts.** The Parties agree for purposes of this Amendment, the Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts. Facsimile and electronic mail copies in “portable document format” (“.pdf”) form are acceptable and shall constitute effective execution and delivery of this Amendment as to the Parties and may be used in lieu of the original Amendment for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

FIRST AMENDMENT TO THE CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

IN WITNESS WHEREOF, the Parties hereto have accepted, made and executed this Amendment in counterparts, each of which shall be treated as an original upon the terms and conditions stated above.

ATTEST:

_____

Linda Cox, City Clerk

CITY OF FORT PIERCE:

_____

Linda Hudson, Mayor

_____

Date

APPROVED AS TO FORM AND CORRECTNESS:

_____

Sara K. Hedges, Esq., City Attorney

CONSULTANT - GFA INTERNATIONAL, INC. D/B/A UNIVERSAL ENGINEERING SCIENCES:

By: Thomas D Montano

Digitally signed by Thomas D Montano
Date: 2025.08.15 08:25:32 -04'00'

Print: _____

Title: _____

Today's Date: _____

CONTINUING CONTRACT FOR

PROFESSIONAL SERVICES

THIS AGREEMENT for PROFESSIONAL SERVICES (hereinafter referred to as "Agreement" or "Contract") is made and entered into this 16 day of September, 2024 by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "City") and **GFA INTERNATIONAL, INC. dba UNIVERSAL ENGINEERING SCIENCES** whose principal address is **607 NW Commodity Cove, Port St. Lucie, Fl 34986** (hereinafter referred to as "Consultant").

WHEREAS, pursuant to RFQ No. 2024-005 and Section 287.055, Florida Statutes, the City solicited proposals for non-exclusive continuing contracts to perform professional services; and

WHEREAS, the Consultant is qualified pursuant to Section 287.055, Florida Statutes, to provide services within the scope of practice of **professional engineering services** [insert one of the following: professional architecture, engineering, landscape architecture, or registered surveyor and mapper services] under a continuing contract; and

WHEREAS, at the regularly scheduled meeting on February 20, 2024, the City Commission of the City of Fort Pierce approved the negotiations of a continuing contract and authorized the execution of an agreement for Continuing Professional Services between the City and Consultant; and

WHEREAS, the Consultant is willing and able to render professional services for various projects on an as-needed basis and for the compensation and on the terms hereinafter set forth.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, agreements, terms, and condition contained herein, do agree as follows:

1. SERVICES

The Consultant's responsibility under this Agreement is to provide professional services within the scope of practice of **professional engineering services** [insert one of the following: professional architecture, engineering, landscape architecture, or registered surveyor and mapper services] (hereinafter "professional services").

Consultant represents to the CITY that the professional services to be performed under this Agreement shall be in accordance with the highest standards accepted and established practices and procedures recognized as such in Consultant's trade in general and that Consultant shall conform to this Agreement.

Consultant shall be responsible for the technical accuracy of its professional services and documents resulting therefrom, and City shall not be responsible for discovering deficiencies therein. Consultant shall correct any such deficiencies without

additional compensation or cost to City, except to the extent any such deficiency is directly attributable to deficiencies in City-furnished information.

Consultant shall be responsible for the completeness and accuracy of the work prepared or compiled under Consultant's obligation for each project and shall correct, at Consultant's expense, all errors or omissions therein which may be disclosed. The cost necessary to correct those errors attributable to Consultant and any damage incurred by City as a result of additional costs to City caused by such errors shall be chargeable to Consultant and shall not be considered a cost of the Work. The fact that City has reviewed or approved Consultant's work shall in no way relieve Consultant of any of its responsibilities.

2. TERM

The term of this Agreement shall be for a period of one (1) year beginning on the date first written above, with three (3) one (1) year renewal options available.

3. TECHNICAL AND PROFESSIONAL SERVICES

It shall be the responsibility of the Consultant to work with the City to provide professional services related projects for City. Each project will require a separate Specific Authorization using a form agreed to by both parties. The Specific Authorization shall set out the scope of work, time of performance, compensation schedule for each project, and any other necessary terms.

4. PERIOD OF SERVICE; SPECIFIC AUTHORIZATIONS

A. The Consultant will be available to begin work promptly after receipt of a fully executed copy of this Agreement. It is agreed that this Agreement shall be considered as a continuing contract and work will be initiated on an assignment-by-assignment basis through the execution of a Specific Authorization. The City reserves the right to select the respective Consultant who the City believes is in its best interest to perform the specified work.

B. If the Consultant's professional services called for under this Agreement are delayed for reasons beyond the Consultant's control, the time of performance shall be adjusted appropriately through a Change Order, and only upon agreement by the City to the adjustment and that the reasons were beyond the Consultant's control, as outlined in Paragraph 17, below.

C. Specific work assignments shall be set forth in individual Specific Authorizations, which will be issued to the Consultant. All Specific Authorizations shall be executed on behalf of the City in accordance with the City Purchasing Policy. The Work Assignments shall describe the scope of the work to be performed, cost to perform the work and shall set forth the schedule for completion of the work.

D. The City shall provide all criteria and full information as to City's requirements for the assignment and designate in writing a person with authority to act on City's behalf on all matters concerning this assignment.

5. TIME OF PERFORMANCE

Each project performed pursuant to this Agreement shall be performed in a timely manner without unreasonable delay within the time period identified in the Specific Authorization.

If the work is not fully completed according to the terms of the Agreement and within the time limits stipulated in the individual Specific Authorization, it is hereby acknowledged that the City will suffer damages which are not capable of ascertainment or calculation, and therefore the Consultant shall pay the City liquidated damages, a sum of which will be outlined in each individual Specific Authorization, per day for each day following the required completion date, until the date upon which actual completion occurs.

6. COMPENSATION

The Consultant shall be compensated for all services satisfactorily completed in accordance with the terms and conditions of this Agreement and each work order. All invoices presented to the City for payment shall be on a Request for Payment form approved by the City. Payment for services performed will be processed within forty-five (45) days of receipt and approval of a proper invoice and in accordance with the applicable terms of the Local Government Prompt Payment Act, Sections 218.70-80, Florida Statutes.

7. GENERAL CONDITIONS

A. It is understood and agreed that the Consultant's services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a supplemental agreement may be negotiated between the City and the Consultant describing the services desired and providing a basis for compensation to the Consultant.

B. Upon the Consultant's written request, the City will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the Consultant and City mutually deem necessary; and the Consultant may rely upon same in performing the services required under this Agreement.

8. TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement by Consultant shall act as the execution of as truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete and current at the time of execution of the Agreement. The original Agreement rates and any additions thereto shall be adjusted to exclude any significant sums by which City determines the Agreement rate(s) was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such rate adjustments shall be made within one year following the end of this Agreement.

9. DEFAULT/TERMINATION

A. FOR CAUSE

If either party fails to fulfill its obligations under this Agreement in a timely and proper manner, the other party shall have the right to terminate this Agreement by giving written notice of any deficiency and by allowing the party in default seven (7) calendar days to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this Agreement shall terminate at the expiration of the seven (7) calendar day time period.

With regard to the Consultant, the following items shall be considered a default under this Agreement:

1) If the Consultant should be adjudged bankrupt, or if he, or it, should make a general assignment for the benefit of his, or its, creditors, or if a receiver should be appointed on account of his, or its, insolvency.

2) If the Consultant should persistently or repeatedly refuse or fail, except in cases for which an extension of time is provided, to provide the services contemplated by this Agreement.

3) If the Consultant disregards laws, ordinances, or the instructions of the Project Manager or otherwise is guilty of a substantial violation of the provisions of this Agreement.

In the event of termination, the Consultant shall only be entitled to receive payment for work satisfactorily completed prior to the termination date.

B. WITHOUT CAUSE

Either party may terminate the Agreement without cause at any time upon thirty (30) calendar days prior written notice to the other party. In the event of termination, the

City shall compensate the Consultant for all authorized work satisfactorily performed through the termination date.

10. SUBCONSULTANTS AND SUBCONTRACTORS

In the event the Consultant requires the services of any subconsultant, subcontractor or professional associate in connection with the services to be provided under this Agreement, Consultant shall secure the written approval of City Project Manager before engaging such subconsultant, subcontractor, or professional associate.

If a subconsultant fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subconsultant to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subconsultant by the City. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance any portion of this Agreement as set forth in the Scope of Work.

The Consultant, its subconsultants, agents, servants, or employees agree to be bound by the Terms and Conditions of this Agreement and in the Consultant's agreement with the subconsultant for work to be performed for the City, the Consultant must incorporate the terms of this Agreement.

11. FEDERAL AND STATE TAX

The City is exempt from payment of Florida State Sales and Use Taxes.

The City will sign an exemption certificate submitted by the Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Consultant authorized to use the City's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

12. INSURANCE

CONSULTANT shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the City, the types and amounts of insurance conforming to the minimum requirements set forth herein.

A. EVIDENCE OF INSURANCE

Consultant shall not commence work until the required insurance is in force and evidence of insurance acceptable to the City has been provided to, and approved by, the City. The City at all times reserves the right to request such additional

documentation and evidence of insurance as in its sole discretion it may require and the CONSULTANT hereby agrees to provide same.

With respect to the Workers' Compensation/Employer's Liability Insurance, Professional Liability and Business Auto Liability Insurance, an appropriate Certificate of Insurance (which identifies the project), and a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies), signed by an authorized representative of the insurer(s) shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, an appropriate Certificate of Insurance (which identifies the project) signed by an authorized representative of the insurer, and copies of the actual additional insured and notice of cancellation endorsements as issued on the policy(ies), shall be satisfactory evidence of such insurance.

If the insurance policies expire or terminate during the term of this Agreement Consultant shall provide City with renewal or replacement evidence of the insurance, including endorsements, no less than fifteen (15) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to City, if requested by City, Consultant shall, within thirty (30) days after receipt of a written request from City, provide City with a certified copy or certified copies of the policy or policies providing the coverage required. Consultant may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required.

B. DESCRIPTION OF REQUIRED INSURANCE

Consultant shall be responsible for all damage to person and/or property resulting from its negligent acts, reckless or intentional misconduct, errors or omissions or those of its subcontractors, agents or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.

1) Workers' Compensation/Employer's Liability Insurance

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law.

The policy must be endorsed to waive the insurer's right to subrogate against City, and its officials, officers and employees in the manner which would result from the

attachment of the NCCI Waiver of Our Right to Recover from Others Endorsement (Advisory Form WC 00 03 13) with City, and its officials, officers and employees scheduled thereon.

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	$1,000,000	Each Accident
	$1,000,000	Disease – Policy Limit
	$1,000,000	Disease - Each Employee

2) Commercial General Liability Insurance

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than any endorsements specifically required by ISO or the State of Florida.

The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

Mold, fungus, or bacteria
Terrorism
Silica, asbestos or lead
Sexual molestation

City and its officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured - Owners, Lessees, or Consultant).

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

The minimum limits (inclusive of amounts provided by an umbrella or excess policy):

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

3) Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Work.

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	$1,000,000

4) Professional Liability

Such insurance shall be on a form acceptable to City and shall cover errors and omissions arising out of the provision of the services required by this RFQ. Coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Agreement and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The insurance provided by Consultant shall be endorsed to provide City with 30 days prior written notice of cancellation. A maximum deductible or self-insured retention of $10,000 per claim/occurrence shall be permitted for this coverage.

The minimum amount of coverage (inclusive of any amounts provided by an umbrella or excess policy) shall be no less than:

$3,000,000 Each Claim/Annual Aggregate

5) Miscellaneous Provisions

The insurance provided by Consultant shall apply on a primary basis to any insurance or self-insurance maintained by City. Any insurance, or self-insurance, maintained by City shall be excess of, and shall not contribute with, the insurance provided by Consultant.

Except as otherwise specifically authorized in this Agreement, or for which prior written approval has been obtained hereunder, the insurance maintained by Consultant shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, City may permit the application of a deductible

or permit Consultant to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. In such instances, Consultant shall pay on behalf of CITY or CITY's officials, officers and employees any deductible or self-insured retention applicable to a claim against CITY or CITY's officials, officers and employees.

Compliance with these insurance requirements shall not limit the liability of Consultant. Any remedy provided to City by the insurance provided by Consultant shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Consultant) available to City under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by Consultant shall relieve Consultant from responsibility to provide insurance as required by this Agreement.

Certificates of Insurance must be completed as follows:

Certificate Holder

City of Fort Pierce
Attn: Purchasing Department
P.O. Box 1480
Fort Pierce FL 34954-1480

Additional Insured on the Commercial General Liability:

City of Fort Pierce and its officials, officers, and employees.

13. INDEMNIFICATION

Except for expenses or liabilities arising from the negligence of the City, the Consultant hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this Agreement as follows:

Consultant shall indemnify and hold harmless, to the maximum extent permitted by law, the City and their officials, officers, agents, and employees from and against any and all liability, claims, demands, penalties, court costs, judgments, damages, losses, (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), and costs (including reasonable attorney fees, litigation, arbitration, mediation, appeal expenses) to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Consultant and persons employed by or utilized by the Consultant in Consultant's performance of this Agreement.

Consultant's obligation to indemnify and hold harmless shall remain in effect and shall be binding upon Consultant whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

Consultant's failure to comply with this section's provisions shall constitute a material breach upon which the City may immediately terminate or suspend this Agreement.

The Consultant hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided. It is the specific intent of the parties hereto that the foregoing indemnification complies with Sections 725.06 and 725.08, Florida Statutes (Chapter 725).

14. ASSIGNMENT

The City and Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and permitted assigns of such other party, in respect to all covenants of this Agreement; and, neither the City nor the Consultant will assign or transfer its rights and obligations in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

The Consultant agrees that the persons named in the scope of work shall provide services as described therein. The services of the person(s) so named are a substantial inducement and material consideration for this Agreement. In the event such persons can no longer provide the services required by this Agreement, the Consultant shall immediately notify the City in writing and the City may elect to terminate this Agreement without any liability to the Consultant for unfinished work product. The City may elect to compensate the Consultant for unfinished work product, provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.

15. PUBLIC RECORDS

A. City strictly adheres to all statutes, court decisions, and the opinions of the Florida Attorney General with respect to disclosure of public information under Chapter 119, Florida Statutes. In accordance with Chapter 119, Florida Statutes, Consultant shall comply with all public records laws and specifically:

1. Keep and maintain public records required by City to perform the service.

2. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time as provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Consultant does not transfer the records to City.

4. Upon completion of the Agreement, transfer, at no cost, to City all public records in possession of Consultant or keep and maintain public records required by City to perform the service. If Consultant transfers all public records to City upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.

B. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, lcox@cityoffortpierce.com, 100 North U.S. 1, Fort Pierce, FL 34950.

16. CONFLICT OF INTEREST

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes, to include, but not limited to, Sections 112.311 and 112.313, Florida Statutes. The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the City in writing by certified mail of all potential conflicts of interest prohibited by existing state law for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees

to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall, at his/her option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the Consultant under the terms of this Agreement. If, in the opinion of the City, the prospective business association, interest or circumstance does constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall either not enter into said association or terminate this Agreement with the City prior to entering into said association.

17. EXCUSABLE DELAYS (FORCE MAJEURE)

Neither party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its reasonable control (financial difficulty shall not be considered a cause beyond a party's control) all of which causes herein are called "Force Majeure", including, but without being limited to, strikes, lockouts, or other industrial disturbances; fires; unusual climatic conditions; acts of God; acts of a public enemy; or inability to obtain transportation or necessary materials in the open market. Provided, however, that market conditions, labor conditions, construction industry price trends and similar matters which normally affect the bidding process shall not be considered a Force Majeure. The party unable to perform as a result of force majeure promptly shall notify the other of the beginning and ending of each such period, and City shall compensate Consultant at the rates set forth herein, for the services performed by Consultant hereunder, up to the date of the beginning of such period.

18. PLEDGE OF CREDIT, ARREARS

The Consultant shall not pledge the City's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

19. OWNERSHIP OF DOCUMENTS

All original sketches, tracings, drawings, computations, details, design calculations, and other documents and plans that result from the Consultant's services under this Agreement are and remain the property of the City as instruments of service. The Consultant shall furnish copies to the City upon completion of such documents.

The City shall, at no additional expense, be furnished one (1) set of reproducible copies of any maps and/or drawings prepared for it by the Consultant. Consultant shall likewise submit copies of all field notes, calculation sheets and computer discs to the City.

20. INDEPENDENT CONSULTANT RELATIONSHIP

The relationship of the Consultant to the City will be solely that of a consultant. The Consultant is an independent consultant and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent consultant, between the City and the Consultant, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. The Consultant will provide the professional and technical services required for the successful completion of this Agreement in accordance with practices generally acceptable within the industry and good ethical standards.

21. ATTORNEYS' FEES AND COSTS

In the event of any dispute concerning the terms and conditions of this Agreement or in the event of any action by any party to this Agreement to judicially interpret or enforce this Agreement or any provision hereof, or in any dispute arising in any manner from this Agreement, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses, whether suit be brought or not, and whether any settlement shall be entered in any declaratory action, at trial or on appeal.

22. VERIFICATION OF EMPLOYMENT STATUS

The Consultant agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control act of 1986, of all persons it employs in the performance of this Agreement.

23. PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making this Agreement.

24. AUDIT

The Consultant agrees that the City or any of its duly authorized representatives shall, until the expiration of at least three years, or as otherwise applicable under law, after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Consultant involving transactions related to this Agreement. The Consultant agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which

are found based on audit examination not to constitute allowable costs under this Agreement. The Consultant shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, or as otherwise applicable under law.

25. NON DISCRIMINATION

The Consultant covenants and agrees that the Consultant shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex or physical handicaps (except where based on a bona fide occupational qualification); or because of marital status, race, color, religion, national origin or ancestry.

26. AUTHORITY TO PRACTICE

The City represents that it is a political subdivision of the State of Florida with the authority to engage the professional and to accept the obligation for payment for the services.

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative on an annual basis.

27. SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

28. FLORIDA CONTRACTS

WHERE APPLICABLE AND PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

29. COMPLETE AGREEMENT

This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The Consultant recognizes that any representations, statements or negotiations made by the City staff do not suffice to legally bind the City in a contractual relationship unless they have been reduced to writing, authorized, and signed by an authorized City representative. This Agreement shall bind the parties, their assigns, and successors in interest.

30. AMENDMENT

This Agreement may be amended only with the written approval and agreement of the parties.

31. MODIFICATIONS OF WORK

The City reserves the right to make changes in Scope of Work, including alterations, reductions therein, or additions thereto. Upon receipt by the Consultant of the City's notification of a contemplated change, the Consultant shall, in writing:

A. Provide a detailed estimate for the increase or decrease in cost due to the contemplated change,

B. Notify the City of any estimated change in the completion date, and

C. Advise the City if the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules of this Agreement.

If the City so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the City shall initiate an Agreement Amendment or Change Orderand the Consultant shall not commence work on any such change until the authorized representative for the City signs such written Amendment.

32. NOTICE

All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service or mailed certified mail (postage prepaid) return receipt requested, addressed to:

City:
CITY OF FORT PIERCE
Attn: Purchasing Division
100 N. US Highway 1
Fort Pierce, FL 34950

Consultant:
GFA INTERNATIONAL, INC.
d/b/a UNIVERSAL ENGINEERING SCIENCES
Port St. Lucie, FL 34986

With a Copy to:
City Attorney
City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950

As to the Consultant or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

Should City or Consultant have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box.

33. CAPTIONS AND HEADINGS

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

34. WAIVER

No waiver by the City of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by of the same, or any other provision or the enforcement thereof. City's consent to or approval of any act by Consultant requiring consent or approval shall not be deemed to render unnecessary the obtaining of City's consent to or approval of any subsequent act by Consultant requiring consent or approval, whether or not similar to the act so consented or approved.

35. COMPLIANCE WITH LAWS

The Consultant, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Agreement. The City undertakes no duty to ensure such compliance, but will attempt to advise Consultant, upon request, as to any such laws of which it has present knowledge.

36. INTERPRETATION; CONTROLLING LAW; VENUE

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. The laws of the State of Florida shall govern this Agreement and all interpretations thereof. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in St. Lucie County, to include the Nineteenth Judicial Circuit of Florida for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

37. DISPUTE RESOLUTION

Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the Consultant and the City or its Project Manager. At all times, the Consultant shall carry on the work and maintain its progress schedule in accordance with the requirements of the Agreement and the determination of the City or its representatives, pending resolution of the dispute. The City Manager who shall reduce the decision to writing shall decide any dispute, which is not resolved by mutual agreement. The decision of the City shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

38. ANTITRUST ASSIGNMENT

The Consultant, the City, and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida and local governments. Therefore, the Consultant assigns to the State of Florida and the City any and all claims for such overcharges as to goods, materials or services purchased in connection with the Agreement.

39. CONFIDENTIALITY

Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by City or other information to which Consultant has had access during the term of this Agreement without the prior written approval of the City during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

Consultant shall consider all information provided by City and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the

Consultant's performance of the services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the City, in response to legal process, or in accordance with applicable law.

40. E-VERIFY

All requirements of Section 448.095, Florida Statutes, shall be complied with by Consultant. In accordance with, Section 448.095, Florida Statutes, Consultant shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Consultant enters into a contract with a subcontractor performing work or providing services on its behalf, Consultant shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. Consultant shall, upon request, provide evidence of compliance with this provision to the City. A contract terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the City terminates this contract with a contractor, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. Consultant is liable for any additional costs incurred by the City as a result of the termination of this contract under Section 448.095, Florida Statutes.

41. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement in counterparts each of which shall be treated as an original upon the terms and conditions above stated.

ATTEST:

Linda W. Cox

Linda Cox, City Clerk

CITY OF FORT PIERCE:

Linda Hudson

Linda Hudson, Mayor

10/15/24

Date

APPROVED AS TO FORM CORRECTNESS:

By: _____

Sara Hedges, City Attorney

CONSULTANT:

By: _____

Print: Thomas Mustaro

Title: Branch Manager

Today's Date: 9/26/24

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name: GFA International Inc. (DBA) Universal Engineering Sciences

Authorized Representative's Name and Title: Thomas Montano - Branch Manager

Address: 3921 Westgate Avenue

City: West Palm Beach State: FL Zip Code: 33409

Phone Number: 772-924-3575 Email Address: TMontano@teamues.com

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____ Thomas Montano, Branch Manager 9/26/24

Authorized Signature | Printed Name and Title | Date

STATE OF FLORIDA
COUNTY OF Palm Beach

Sworn (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization

this 26 day of September, 2024 by Thomas Montano, who is

☒ personally known or
☐ produced identification (ID produced: _____

Notary Public Signature: _____

JENNIFER RIVERA
MY COMMISSION # HH 323323
EXPIRES: February 18, 2027

Print Name: Jennifer Rivera My Commission Expires: 2/18/2027

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: AWILDA COLON, REDEVELOPMENT ASSISTANT, COMMUNITY AND ECONOMIC DEV

FROM: CAMILLE WALLACE, ESQ., SENIOR ASSISTANT CITY ATTORNEY CAW

THROUGH: SARA HEDGES, CITY ATTORNEY SH

CAO RLS# / RE: AMENDMENT NO. 1 – CONTINUING SERVICES CONTRACTS FOR PROFESSIONAL SERVICES:

RLS#244	Architect Design Collaborative	RLS#245	GFA INTERNATIONAL D/B/A UNIVERSAL ENGINEERING SCIENCES	RLS#246	EXP U.S. SERVICES, INC
RLS#247	DON BERGMAN ARCHITECTURE LLC	RLS#248	CAPE DESIGN ENGINEERING INC	RLS#249	BCER ENGINEERING INC
RLS#250	SGM ENGINEERING INC	RLS#251	ROYAL CONSULTING SERVICES INC.	RLS#252	TLC ENGINEERING SOLUTIONS INC.
RLS#253	COTLEUR & HEARING	RLS#254	MBV ENGINEERING INC.	RLS#261	INSPIRE PLACEMAKING COLLECTIVE INC

DATE: AUGUST 13, 2025

I have reviewed the above Request for Legal Services (RLS) related to Amendment No 1 to the Continuing Services Contract for Professional Services between the City of Fort Pierce and the above-named Consultants. Please note the following comments:

1. Each Amendment has been revised to reflect the procurement and agreement history.
2. Each Amendment has been revised to reflect the new Term Period and remaining renewals thereafter.
3. A redlined version of the Amendment for Architect Design Collaborative has been included with this Memo so changes made to all the other Amendments can be tracked.
4. The Amendment for Cape Design Engineering reflects the Consultant's legal name per Sunbiz records.
5. The Amendment for Cotleur & Hearing reflects the Consultant's legal name per Sunbiz records.
6. A clean version of each Amendment is included with this Memo which I recommend for template use for future Amendments.
7. All Amendments are approved as to form and correctness.
8. Recommendation: The Department should place all Amendments on the Commission consent Agenda for review and approval *prior* to execution.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail. Thank you.

City Commission Regular Meeting - 5:05 PM **11. M.**

Meeting Date: 09/02/2025

Re: Approval of Amendment No. 1 to Continuing Services Agreement for a One Year Renewal with Royal Consulting Services, Inc.

Submitted For: Shyanne Harnage, Director, Community and Economic Dev

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SUBJECT:

Approval of Amendment No. 1 to the Continuing Services Agreement for a One-Year Renewal with Royal Consulting Services, Inc. for Professional Engineering Services

SUMMARY:

Pursuant to the executed Continuing Services Agreement executed on September 16, 2024, the agreement includes three (3) one-year renewal options. Amendment No. 1 has been submitted to exercise the initial one-year renewal and ensure continuity of professional services without interruption.

RECOMMENDATION:

Staff recommends approval of a one-year renewal with Royal Consulting Services, Inc.

ALTERNATIVES:

Do not approve amendment and allow the contracts to expire, requiring a new solicitation before additional work can be assigned.

RESPONSIBLE STAFF:

Shyanne Harnage, Director, Community & Economic Development

COORDINATED WITH:

Gelencia Carter, Manager, Purchasing
Sara Hedges, City Attorney

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	N/A
Account:	N/A
Amount:	N/A

FISCAL IMPACT:

There is no fiscal impact associated with this amendment to the continuing contract at this time. Subsequent project agreements/specific authorizations will go before the City Commission/FPRA Board for approval with associated scope and funding.

Attachments

Amendment No. 1
Continuing Services Agreement
City Attorney Memo

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	08/25/2025 05:08 PM
City Manager	Richard Chess	08/27/2025 10:11 AM
Form Started By: Awilda Colon		Started On: 08/18/2025 09:48 AM
Final Approval Date: 08/27/2025		

FIRST AMENDMENT TO THE CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

This First Amendment to the Continuing Contract for Professional Services Agreement (hereinafter referred to as the "Amendment") is made and entered into this ____ day of _____, 20___ by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "City") and **ROYAL CONSULTING SERVICES, INC.,** whose principal address is **211 West Warren Avenue, Longwood, FL 32750** (hereinafter referred to as "Consultant")(hereinafter referred to collectively as the "Parties").

RECITALS:

WHEREAS, on September 16, 2024, the Parties entered into an agreement pursuant to RFQ 2024-005 and Section 287.055, Florida Statutes, for nonexclusive continuing contracts to perform professional services (hereinafter referred to as the "Agreement"); and

WHEREAS, the Parties now mutually desire to amend the Agreement to exercise a one (1) year renewal option to extend the Term Period to ensure the uninterrupted continuance of professional services to the City, and

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The foregoing recitations are true and correct and are incorporated herein by reference.

2. **Term**. Pursuant to Section 2 ("Term") of the Agreement, the Term Period shall be renewed for one (1) year commencing September 17, 2025, and shall remain in full force and effect, unless otherwise extended or terminated in writing. Two (2) one (1) year renewal options remain under the Term.

3. **Effective Date**. This First Amendment shall be effective upon execution by the Parties.

4. **Conflicts/Amendment**. Except as otherwise set forth herein, the terms and conditions of the Agreement, shall remain in full force and effect between the Parties. In the case of a perceived conflict between the terms of the Agreement and this Amendment, this Amendment shall govern.

5. **Counterparts.** The Parties agree for purposes of this Amendment, the Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts. Facsimile and electronic mail copies in "portable document format" (".pdf") form are acceptable and shall constitute effective execution and delivery of this Amendment as to the Parties and may be used in lieu of the original Amendment for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

FIRST AMENDMENT TO THE CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

IN WITNESS WHEREOF, the Parties hereto have accepted, made and executed this Amendment in counterparts, each of which shall be treated as an original upon the terms and conditions stated above.

ATTEST:

_____

Linda Cox, City Clerk

CITY OF FORT PIERCE:

_____

Linda Hudson, Mayor

_____

Date

APPROVED AS TO FORM AND CORRECTNESS:

_____

Sara K. Hedges, Esq., City Attorney

CONSULTANT - ROYAL CONSULTING SERVICES, INC.:

By: Brian J Roy

Print: BRIAN L. ROY

Title: PRESIDENT

Today's Date: 8/14/2025

CONTINUING CONTRACT FOR

PROFESSIONAL SERVICES

THIS AGREEMENT for PROFESSIONAL SERVICES (hereinafter referred to as "Agreement" or "Contract") is made and entered into this 16 day of September, 2024 by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "City") and **Royal Consulting Services, Inc.** whose principal address is **211 West Warren Avenue, Longwood, FL 32750** (hereinafter referred to as "Consultant").

WHEREAS, pursuant to RFQ No. 2024-005 and Section 287.055, Florida Statutes, the City solicited proposals for non-exclusive continuing contracts to perform professional services; and

WHEREAS, the Consultant is qualified pursuant to Section 287.055, Florida Statutes, to provide services within the scope of practice of **professional engineering services** [insert one of the following: professional architecture, engineering, landscape architecture, or registered surveyor and mapper services] under a continuing contract; and

WHEREAS, at the regularly scheduled meeting on February 20, 2024, the City Commission of the City of Fort Pierce approved the negotiations of a continuing contract and authorized the execution of an agreement for Continuing Professional Services between the City and Consultant; and

WHEREAS, the Consultant is willing and able to render professional services for various projects on an as-needed basis and for the compensation and on the terms hereinafter set forth.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, agreements, terms, and condition contained herein, do agree as follows:

1. SERVICES

The Consultant's responsibility under this Agreement is to provide professional services within the scope of practice of **professional engineering services** [insert one of the following: professional architecture, engineering, landscape architecture, or registered surveyor and mapper services] (hereinafter "professional services").

Consultant represents to the CITY that the professional services to be performed under this Agreement shall be in accordance with the highest standards accepted and established practices and procedures recognized as such in Consultant's trade in general and that Consultant shall conform to this Agreement.

Consultant shall be responsible for the technical accuracy of its professional services and documents resulting therefrom, and City shall not be responsible for discovering deficiencies therein. Consultant shall correct any such deficiencies without

additional compensation or cost to City, except to the extent any such deficiency is directly attributable to deficiencies in City-furnished information.

Consultant shall be responsible for the completeness and accuracy of the work prepared or compiled under Consultant's obligation for each project and shall correct, at Consultant's expense, all errors or omissions therein which may be disclosed. The cost necessary to correct those errors attributable to Consultant and any damage incurred by City as a result of additional costs to City caused by such errors shall be chargeable to Consultant and shall not be considered a cost of the Work. The fact that City has reviewed or approved Consultant's work shall in no way relieve Consultant of any of its responsibilities.

2. TERM

The term of this Agreement shall be for a period of one (1) year beginning on the date first written above, with three (3) one (1) year renewal options available.

3. TECHNICAL AND PROFESSIONAL SERVICES

It shall be the responsibility of the Consultant to work with the City to provide professional services related projects for City. Each project will require a separate Specific Authorization using a form agreed to by both parties. The Specific Authorization shall set out the scope of work, time of performance, compensation schedule for each project, and any other necessary terms.

4. PERIOD OF SERVICE; SPECIFIC AUTHORIZATIONS

A. The Consultant will be available to begin work promptly after receipt of a fully executed copy of this Agreement. It is agreed that this Agreement shall be considered as a continuing contract and work will be initiated on an assignment-by-assignment basis through the execution of a Specific Authorization. The City reserves the right to select the respective Consultant who the City believes is in its best interest to perform the specified work.

B. If the Consultant's professional services called for under this Agreement are delayed for reasons beyond the Consultant's control, the time of performance shall be adjusted appropriately through a Change Order, and only upon agreement by the City to the adjustment and that the reasons were beyond the Consultant's control, as outlined in Paragraph 17, below.

C. Specific work assignments shall be set forth in individual Specific Authorizations, which will be issued to the Consultant. All Specific Authorizations shall be executed on behalf of the City in accordance with the City Purchasing Policy. The Work Assignments shall describe the scope of the work to be performed, cost to perform the work and shall set forth the schedule for completion of the work.

D. The City shall provide all criteria and full information as to City's requirements for the assignment and designate in writing a person with authority to act on City's behalf on all matters concerning this assignment.

5. TIME OF PERFORMANCE

Each project performed pursuant to this Agreement shall be performed in a timely manner without unreasonable delay within the time period identified in the Specific Authorization.

If the work is not fully completed according to the terms of the Agreement and within the time limits stipulated in the individual Specific Authorization, it is hereby acknowledged that the City will suffer damages which are not capable of ascertainment or calculation, and therefore the Consultant shall pay the City liquidated damages, a sum of which will be outlined in each individual Specific Authorization, per day for each day following the required completion date, until the date upon which actual completion occurs.

6. COMPENSATION

The Consultant shall be compensated for all services satisfactorily completed in accordance with the terms and conditions of this Agreement and each work order. All invoices presented to the City for payment shall be on a Request for Payment form approved by the City. Payment for services performed will be processed within forty-five (45) days of receipt and approval of a proper invoice and in accordance with the applicable terms of the Local Government Prompt Payment Act, Sections 218.70-80, Florida Statutes.

7. GENERAL CONDITIONS

A. It is understood and agreed that the Consultant's services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a supplemental agreement may be negotiated between the City and the Consultant describing the services desired and providing a basis for compensation to the Consultant.

B. Upon the Consultant's written request, the City will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the Consultant and City mutually deem necessary; and the Consultant may rely upon same in performing the services required under this Agreement.

8. TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement by Consultant shall act as the execution of as truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete and current at the time of execution of the Agreement. The original Agreement rates and any additions thereto shall be adjusted to exclude any significant sums by which City determines the Agreement rate(s) was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such rate adjustments shall be made within one year following the end of this Agreement.

9. DEFAULT/TERMINATION

A. FOR CAUSE

If either party fails to fulfill its obligations under this Agreement in a timely and proper manner, the other party shall have the right to terminate this Agreement by giving written notice of any deficiency and by allowing the party in default seven (7) calendar days to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this Agreement shall terminate at the expiration of the seven (7) calendar day time period.

With regard to the Consultant, the following items shall be considered a default under this Agreement:

1) If the Consultant should be adjudged bankrupt, or if he, or it, should make a general assignment for the benefit of his, or its, creditors, or if a receiver should be appointed on account of his, or its, insolvency.

2) If the Consultant should persistently or repeatedly refuse or fail, except in cases for which an extension of time is provided, to provide the services contemplated by this Agreement.

3) If the Consultant disregards laws, ordinances, or the instructions of the Project Manager or otherwise is guilty of a substantial violation of the provisions of this Agreement.

In the event of termination, the Consultant shall only be entitled to receive payment for work satisfactorily completed prior to the termination date.

B. WITHOUT CAUSE

Either party may terminate the Agreement without cause at any time upon thirty (30) calendar days prior written notice to the other party. In the event of termination, the

City shall compensate the Consultant for all authorized work satisfactorily performed through the termination date.

10. SUBCONSULTANTS AND SUBCONTRACTORS

In the event the Consultant requires the services of any subconsultant, subcontractor or professional associate in connection with the services to be provided under this Agreement, Consultant shall secure the written approval of City Project Manager before engaging such subconsultant, subcontractor, or professional associate.

If a subconsultant fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subconsultant to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subconsultant by the City. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance any portion of this Agreement as set forth in the Scope of Work.

The Consultant, its subconsultants, agents, servants, or employees agree to be bound by the Terms and Conditions of this Agreement and in the Consultant's agreement with the subconsultant for work to be performed for the City, the Consultant must incorporate the terms of this Agreement.

11. FEDERAL AND STATE TAX

The City is exempt from payment of Florida State Sales and Use Taxes.

The City will sign an exemption certificate submitted by the Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Consultant authorized to use the City's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

12. INSURANCE

CONSULTANT shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the City, the types and amounts of insurance conforming to the minimum requirements set forth herein.

A. EVIDENCE OF INSURANCE

Consultant shall not commence work until the required insurance is in force and evidence of insurance acceptable to the City has been provided to, and approved by, the City. The City at all times reserves the right to request such additional

documentation and evidence of insurance as in its sole discretion it may require and the CONSULTANT hereby agrees to provide same.

With respect to the Workers' Compensation/Employer's Liability Insurance, Professional Liability and Business Auto Liability Insurance, an appropriate Certificate of Insurance (which identifies the project), and a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies), signed by an authorized representative of the insurer(s) shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, an appropriate Certificate of Insurance (which identifies the project) signed by an authorized representative of the insurer, and copies of the actual additional insured and notice of cancellation endorsements as issued on the policy(ies), shall be satisfactory evidence of such insurance.

If the insurance policies expire or terminate during the term of this Agreement Consultant shall provide City with renewal or replacement evidence of the insurance, including endorsements, no less than fifteen (15) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to City, if requested by City, Consultant shall, within thirty (30) days after receipt of a written request from City, provide City with a certified copy or certified copies of the policy or policies providing the coverage required. Consultant may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required.

B. DESCRIPTION OF REQUIRED INSURANCE

Consultant shall be responsible for all damage to person and/or property resulting from its negligent acts, reckless or intentional misconduct, errors or omissions or those of its subcontractors, agents or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.

1) Workers' Compensation/Employer's Liability Insurance

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law.

The policy must be endorsed to waive the insurer's right to subrogate against City, and its officials, officers and employees in the manner which would result from the

attachment of the NCCI Waiver of Our Right to Recover from Others Endorsement (Advisory Form WC 00 03 13) with City, and its officials, officers and employees scheduled thereon.

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	$1,000,000	Each Accident
	$1,000,000	Disease – Policy Limit
	$1,000,000	Disease - Each Employee

2) Commercial General Liability Insurance

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than any endorsements specifically required by ISO or the State of Florida.

The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

Mold, fungus, or bacteria
Terrorism
Silica, asbestos or lead
Sexual molestation

City and its officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured - Owners, Lessees, or Consultant).

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

The minimum limits (inclusive of amounts provided by an umbrella or excess policy):

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

3) Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Work.

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	$1,000,000

4) Professional Liability

Such insurance shall be on a form acceptable to City and shall cover errors and omissions arising out of the provision of the services required by this RFQ. Coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Agreement and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The insurance provided by Consultant shall be endorsed to provide City with 30 days prior written notice of cancellation. A maximum deductible or self-insured retention of $10,000 per claim/occurrence shall be permitted for this coverage.

The minimum amount of coverage (inclusive of any amounts provided by an umbrella or excess policy) shall be no less than:

$3,000,000 Each Claim/Annual Aggregate

5) Miscellaneous Provisions

The insurance provided by Consultant shall apply on a primary basis to any insurance or self-insurance maintained by City. Any insurance, or self-insurance, maintained by City shall be excess of, and shall not contribute with, the insurance provided by Consultant.

Except as otherwise specifically authorized in this Agreement, or for which prior written approval has been obtained hereunder, the insurance maintained by Consultant shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, City may permit the application of a deductible

or permit Consultant to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. In such instances, Consultant shall pay on behalf of CITY or CITY's officials, officers and employees any deductible or self-insured retention applicable to a claim against CITY or CITY's officials, officers and employees.

Compliance with these insurance requirements shall not limit the liability of Consultant. Any remedy provided to City by the insurance provided by Consultant shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Consultant) available to City under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by Consultant shall relieve Consultant from responsibility to provide insurance as required by this Agreement.

Certificates of Insurance must be completed as follows:

Certificate Holder

City of Fort Pierce
Attn: Purchasing Department
P.O. Box 1480
Fort Pierce FL 34954-1480

Additional Insured on the Commercial General Liability:

City of Fort Pierce and its officials, officers, and employees.

13. INDEMNIFICATION

Except for expenses or liabilities arising from the negligence of the City, the Consultant hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this Agreement as follows:

Consultant shall indemnify and hold harmless, to the maximum extent permitted by law, the City and their officials, officers, agents, and employees from and against any and all liability, claims, demands, penalties, court costs, judgments, damages, losses, (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), and costs (including reasonable attorney fees, litigation, arbitration, mediation, appeal expenses) to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Consultant and persons employed by or utilized by the Consultant in Consultant's performance of this Agreement.

Consultant's obligation to indemnify and hold harmless shall remain in effect and shall be binding upon Consultant whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

Consultant's failure to comply with this section's provisions shall constitute a material breach upon which the City may immediately terminate or suspend this Agreement.

The Consultant hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided. It is the specific intent of the parties hereto that the foregoing indemnification complies with Sections 725.06 and 725.08, Florida Statutes (Chapter 725).

14. ASSIGNMENT

The City and Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and permitted assigns of such other party, in respect to all covenants of this Agreement; and, neither the City nor the Consultant will assign or transfer its rights and obligations in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

The Consultant agrees that the persons named in the scope of work shall provide services as described therein. The services of the person(s) so named are a substantial inducement and material consideration for this Agreement. In the event such persons can no longer provide the services required by this Agreement, the Consultant shall immediately notify the City in writing and the City may elect to terminate this Agreement without any liability to the Consultant for unfinished work product. The City may elect to compensate the Consultant for unfinished work product, provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.

15. PUBLIC RECORDS

A. City strictly adheres to all statutes, court decisions, and the opinions of the Florida Attorney General with respect to disclosure of public information under Chapter 119, Florida Statutes. In accordance with Chapter 119, Florida Statutes, Consultant shall comply with all public records laws and specifically:

1. Keep and maintain public records required by City to perform the service.

2. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time as provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Consultant does not transfer the records to City.

4. Upon completion of the Agreement, transfer, at no cost, to City all public records in possession of Consultant or keep and maintain public records required by City to perform the service. If Consultant transfers all public records to City upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.

B. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, lcox@cityoffortpierce.com, 100 North U.S. 1, Fort Pierce, FL 34950.

16. CONFLICT OF INTEREST

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes, to include, but not limited to, Sections 112.311 and 112.313, Florida Statutes. The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the City in writing by certified mail of all potential conflicts of interest prohibited by existing state law for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees

to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall, at his/her option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the Consultant under the terms of this Agreement. If, in the opinion of the City, the prospective business association, interest or circumstance does constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall either not enter into said association or terminate this Agreement with the City prior to entering into said association.

17. EXCUSABLE DELAYS (FORCE MAJEURE)

Neither party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its reasonable control (financial difficulty shall not be considered a cause beyond a party's control) all of which causes herein are called "Force Majeure", including, but without being limited to, strikes, lockouts, or other industrial disturbances; fires; unusual climatic conditions; acts of God; acts of a public enemy; or inability to obtain transportation or necessary materials in the open market. Provided, however, that market conditions, labor conditions, construction industry price trends and similar matters which normally affect the bidding process shall not be considered a Force Majeure. The party unable to perform as a result of force majeure promptly shall notify the other of the beginning and ending of each such period, and City shall compensate Consultant at the rates set forth herein, for the services performed by Consultant hereunder, up to the date of the beginning of such period.

18. PLEDGE OF CREDIT, ARREARS

The Consultant shall not pledge the City's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

19. OWNERSHIP OF DOCUMENTS

All original sketches, tracings, drawings, computations, details, design calculations, and other documents and plans that result from the Consultant's services under this Agreement are and remain the property of the City as instruments of service. The Consultant shall furnish copies to the City upon completion of such documents.

The City shall, at no additional expense, be furnished one (1) set of reproducible copies of any maps and/or drawings prepared for it by the Consultant. Consultant shall likewise submit copies of all field notes, calculation sheets and computer discs to the City.

20. INDEPENDENT CONSULTANT RELATIONSHIP

The relationship of the Consultant to the City will be solely that of a consultant. The Consultant is an independent consultant and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent consultant, between the City and the Consultant, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. The Consultant will provide the professional and technical services required for the successful completion of this Agreement in accordance with practices generally acceptable within the industry and good ethical standards.

21. ATTORNEYS' FEES AND COSTS

In the event of any dispute concerning the terms and conditions of this Agreement or in the event of any action by any party to this Agreement to judicially interpret or enforce this Agreement or any provision hereof, or in any dispute arising in any manner from this Agreement, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses, whether suit be brought or not, and whether any settlement shall be entered in any declaratory action, at trial or on appeal.

22. VERIFICATION OF EMPLOYMENT STATUS

The Consultant agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control act of 1986, of all persons it employs in the performance of this Agreement.

23. PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making this Agreement.

24. AUDIT

The Consultant agrees that the City or any of its duly authorized representatives shall, until the expiration of at least three years, or as otherwise applicable under law, after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Consultant involving transactions related to this Agreement. The Consultant agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which

are found based on audit examination not to constitute allowable costs under this Agreement. The Consultant shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, or as otherwise applicable under law.

25. NON DISCRIMINATION

The Consultant covenants and agrees that the Consultant shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex or physical handicaps (except where based on a bona fide occupational qualification); or because of marital status, race, color, religion, national origin or ancestry.

26. AUTHORITY TO PRACTICE

The City represents that it is a political subdivision of the State of Florida with the authority to engage the professional and to accept the obligation for payment for the services.

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative on an annual basis.

27. SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

28. FLORIDA CONTRACTS

WHERE APPLICABLE AND PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

29. COMPLETE AGREEMENT

This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The Consultant recognizes that any representations, statements or negotiations made by the City staff do not suffice to legally bind the City in a contractual relationship unless they have been reduced to writing, authorized, and signed by an authorized City representative. This Agreement shall bind the parties, their assigns, and successors in interest.

30. AMENDMENT

This Agreement may be amended only with the written approval and agreement of the parties.

31. MODIFICATIONS OF WORK

The City reserves the right to make changes in Scope of Work, including alterations, reductions therein, or additions thereto. Upon receipt by the Consultant of the City's notification of a contemplated change, the Consultant shall, in writing:

A. Provide a detailed estimate for the increase or decrease in cost due to the contemplated change,

B. Notify the City of any estimated change in the completion date, and

C. Advise the City if the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules of this Agreement.

If the City so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the City shall initiate an Agreement Amendment or Change Orderand the Consultant shall not commence work on any such change until the authorized representative for the City signs such written Amendment.

32. NOTICE

All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service or mailed certified mail (postage prepaid) return receipt requested, addressed to:

City:
CITY OF FORT PIERCE
Attn: Purchasing Division
100 N. U.S. Highway 1
Fort Pierce, FL 34950

Consultant:
ROYAL CONSULTING SERVICES, INC.
211 West Warren Avenue
Longwood, FL 32750

With a Copy to:
City Attorney
City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950

As to the Consultant or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

Should City or Consultant have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box.

33. CAPTIONS AND HEADINGS

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

34. WAIVER

No waiver by the City of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by of the same, or any other provision or the enforcement thereof. City's consent to or approval of any act by Consultant requiring consent or approval shall not be deemed to render unnecessary the obtaining of City's consent to or approval of any subsequent act by Consultant requiring consent or approval, whether or not similar to the act so consented or approved.

35. COMPLIANCE WITH LAWS

The Consultant, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Agreement. The City undertakes no duty to ensure such compliance, but will attempt to advise Consultant, upon request, as to any such laws of which it has present knowledge.

36. INTERPRETATION; CONTROLLING LAW; VENUE

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. The laws of the State of Florida shall govern this Agreement and all interpretations thereof. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in St. Lucie County, to include the Nineteenth Judicial Circuit of Florida for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

37. DISPUTE RESOLUTION

Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the Consultant and the City or its Project Manager. At all times, the Consultant shall carry on the work and maintain its progress schedule in accordance with the requirements of the Agreement and the determination of the City or its representatives, pending resolution of the dispute. The City Manager who shall reduce the decision to writing shall decide any dispute, which is not resolved by mutual agreement. The decision of the City shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

38. ANTITRUST ASSIGNMENT

The Consultant, the City, and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida and local governments. Therefore, the Consultant assigns to the State of Florida and the City any and all claims for such overcharges as to goods, materials or services purchased in connection with the Agreement.

39. CONFIDENTIALITY

Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by City or other information to which Consultant has had access during the term of this Agreement without the prior written approval of the City during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

Consultant shall consider all information provided by City and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the

Consultant's performance of the services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the City, in response to legal process, or in accordance with applicable law.

40. E-VERIFY

All requirements of Section 448.095, Florida Statutes, shall be complied with by Consultant. In accordance with, Section 448.095, Florida Statutes, Consultant shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Consultant enters into a contract with a subcontractor performing work or providing services on its behalf, Consultant shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. Consultant shall, upon request, provide evidence of compliance with this provision to the City. A contract terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the City terminates this contract with a contractor, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. Consultant is liable for any additional costs incurred by the City as a result of the termination of this contract under Section 448.095, Florida Statutes.

41. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

CONTINUING CONTRACT FOR

PROFESSIONAL SERVICES

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement in counterparts each of which shall be treated as an original upon the terms and conditions above stated.

ATTEST:

Linda W. Cox
Linda Cox, City Clerk

CITY OF FORT PIERCE:

Linda Hudson
Linda Hudson, Mayor

10/15/24
Date

APPROVED AS TO FORM CORRECTNESS:

By: _____
Sara Hedges, City Attorney

CONSULTANT:

By: Brian L Roy

Print: BRIAN L. ROY

Title: PRESIDENT

Today's Date: 9/26/2024

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name: Royal Consulting Services, Inc.

Authorized Representative's Name and Title: Brian L. Roy, P.E., President

Address: 211 West Warren Avenue

City: Longwood State: Florida Zip Code: 32750

Phone Number: (407) 831-3095 Email Address: RoyBL@royalconsulting.com

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: Brian L Roy | Brian L. Roy, P.E., President | 9/30/2024

Authorized Signature | Printed Name and Title | Date

STATE OF FLORIDA
COUNTY OF Seminole

Sworn (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization

this 30th day of September, 2024 by Brian L. Roy, P.E., who is

☑ personally known or
☐ produced identification (ID produced: _____).

Notary Public Signature: Chantri Daise (Seal)

Print Name: Chantri Daise My Commission Expires: 8/27/2027



THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: AWILDA COLON, REDEVELOPMENT ASSISTANT, COMMUNITY AND ECONOMIC DEV

FROM: CAMILLE WALLACE, ESQ., SENIOR ASSISTANT CITY ATTORNEY CAW

THROUGH: SARA HEDGES, CITY ATTORNEY SH

CAO RLS# / RE: AMENDMENT NO. 1 – CONTINUING SERVICES CONTRACTS FOR PROFESSIONAL SERVICES:

RLS#244	Architect Design Collaborative	RLS#245	GFA INTERNATIONAL D/B/A UNIVERSAL ENGINEERING SCIENCES	RLS#246	EXP U.S. SERVICES, INC
RLS#247	DON BERGMAN ARCHITECTURE LLC	RLS#248	CAPE DESIGN ENGINEERING INC	RLS#249	BCER ENGINEERING INC
RLS#250	SGM ENGINEERING INC	RLS#251	ROYAL CONSULTING SERVICES INC.	RLS#252	TLC ENGINEERING SOLUTIONS INC.
RLS#253	COTLEUR & HEARING	RLS#254	MBV ENGINEERING INC.	RLS#261	INSPIRE PLACEMAKING COLLECTIVE INC

DATE: AUGUST 13, 2025

I have reviewed the above Request for Legal Services (RLS) related to Amendment No 1 to the Continuing Services Contract for Professional Services between the City of Fort Pierce and the above-named Consultants. Please note the following comments:

1. Each Amendment has been revised to reflect the procurement and agreement history.
2. Each Amendment has been revised to reflect the new Term Period and remaining renewals thereafter.
3. A redlined version of the Amendment for Architect Design Collaborative has been included with this Memo so changes made to all the other Amendments can be tracked.
4. The Amendment for Cape Design Engineering reflects the Consultant's legal name per Sunbiz records.
5. The Amendment for Cotleur & Hearing reflects the Consultant's legal name per Sunbiz records.
6. A clean version of each Amendment is included with this Memo which I recommend for template use for future Amendments.
7. All Amendments are approved as to form and correctness.
8. Recommendation: The Department should place all Amendments on the Commission consent Agenda for review and approval *prior* to execution.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail. Thank you.

City Commission Regular Meeting - 5:05 PM **11. N.**

Meeting Date: 09/02/2025

Re: Approval of Amendment No. 1 to Amended Continuing Services Agreement for a One Year Renewal with MBV Engineering, Inc.

Submitted For: Shyanne Harnage, Director, Community and Economic Dev

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SUBJECT:

Approval of Amendment No. 1 to the Amended Continuing Services Agreement for a One-Year Renewal with MBV Engineering, Inc.

SUMMARY:

Pursuant to the executed Amended Continuing Services Agreement executed on September 16, 2024, the agreement includes three (3) one-year renewal options. Amendment No. 1 has been submitted to exercise the initial one-year renewal and ensure continuity of professional services without interruption.

RECOMMENDATION:

Staff recommends approval of a one-year renewal with MBV Engineering, Inc.

ALTERNATIVES:

Do not approve amendment and allow the contracts to expire, requiring a new solicitation before additional work can be assigned.

RESPONSIBLE STAFF:

Shyanne Harnage, Director, Community & Economic Development

COORDINATED WITH:

Gelencia Carter, Manager, Purchasing
Sara Hedges, City Attorney

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	N/A
Account:	N/A
Amount:	N/A

FISCAL IMPACT:

There is no fiscal impact associated with this amendment to the continuing contract at this time. Subsequent project agreements/specific authorizations will go before the City Commission/FPRA Board for approval with associated scope and funding.

Attachments

Amendment No. 1
Amended Continuing Contract
City Attorney Memo

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	08/25/2025 05:08 PM
City Manager	Richard Chess	08/27/2025 10:11 AM
Form Started By: Awilda Colon		Started On: 08/18/2025 09:37 AM
Final Approval Date: 08/27/2025		

FIRST AMENDMENT TO THE CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

This First Amendment to the Continuing Contract for Professional Services Agreement (hereinafter referred to as the "Amendment") is made and entered into this ____ day of _____, 20___ by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "City") and **MBV ENGINEERING, INC.,** whose principal address is **1835 20th Street, Vero Beach, FL 32960** (hereinafter referred to as "Consultant")(hereinafter referred to collectively as the "Parties").

RECITALS:

WHEREAS, on September 16, 2024, the Parties entered into an agreement pursuant to RFQ 2024-005 and Section 287.055, Florida Statutes, for nonexclusive continuing contracts to perform professional services (hereinafter referred to as the "Agreement"); and

WHEREAS, the Parties now mutually desire to amend the Agreement to exercise a one (1) year renewal option to extend the Term Period to ensure the uninterrupted continuance of professional services to the City**,** and

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The foregoing recitations are true and correct and are incorporated herein by reference.

2. **Term.** Pursuant to Section 2 ("Term") of the Agreement, the Term Period shall be renewed for one (1) year commencing September 17, 2025, and shall remain in full force and effect, unless otherwise extended or terminated in writing. Two (2) one (1) year renewal options remain under the Term.

3. **Effective Date.** This First Amendment shall be effective upon execution by the Parties.

4. **Conflicts/Amendment.** Except as otherwise set forth herein, the terms and conditions of the Agreement, shall remain in full force and effect between the Parties. In the case of a perceived conflict between the terms of the Agreement and this Amendment, this Amendment shall govern.

5. **Counterparts.** The Parties agree for purposes of this Amendment, the Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts. Facsimile and electronic mail copies in “portable document format” (“.pdf”) form are acceptable and shall constitute effective execution and delivery of this Amendment as to the Parties and may be used in lieu of the original Amendment for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

FIRST AMENDMENT TO THE CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

IN WITNESS WHEREOF, the Parties hereto have accepted, made and executed this Amendment in counterparts, each of which shall be treated as an original upon the terms and conditions stated above.

ATTEST:

_____

Linda Cox, City Clerk

CITY OF FORT PIERCE:

_____

Linda Hudson, Mayor

_____

Date

APPROVED AS TO FORM AND CORRECTNESS:

_____

Sara K. Hedges, Esq., City Attorney

CONSULTANT - MBV ENGINEERING, INC.:

By: Rodolfo Villamizar

Digitally signed by Rodolfo Villamizar
DN: CN=Rodolfo Villamizar, oid.0.9.2342.19200300.100.1.1=A01410C000001869DD1A51B0004FDE8, O=MBV ENGINEERING, C=US
Location: Vero Beach
Reason: I am approving this document
Contact Info: MBV Engineering
Date: 2025.08.15 09:22:06-04'00'

Print: Rodolfo Villamizar, P.E.

Title: Senior Vice President

Today's Date: August 15, 2025

AMENDED CONTINUING CONTRACT FOR

PROFESSIONAL SERVICES

THIS AGREEMENT for PROFESSIONAL SERVICES (hereinafter referred to as "Agreement" or "Contract") is made and entered into this 16th day of September, 2024 by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "City") and **MBV Engineering, Inc.** whose principal address is **1835 20th Street, Vero Beach, FL 32960** (hereinafter referred to as "Consultant").

WHEREAS, pursuant to RFQ No. 2024-005 and Section 287.055, Florida Statutes, the City solicited proposals for non-exclusive continuing contracts to perform professional services; and

WHEREAS, the Consultant is qualified pursuant to Section 287.055, Florida Statutes, to provide services within the scope of practice of **professional engineering** under a continuing contract; and

WHEREAS, at the regularly scheduled meeting on February 20, 2024, the City Commission of the City of Fort Pierce approved the negotiations of a continuing contract and authorized the execution of an agreement for Continuing Professional Services between the City and Consultant; and

WHEREAS, a previous continuing contract for professional services was executed on July 15, 2024, the terms of which have been updated, and the previously-executed contract is hereby replaced in its entirety with this Amended Continuing Contract for Professional Services; and

WHEREAS, the Consultant is willing and able to render professional services for various projects on an as-needed basis and for the compensation and on the terms hereinafter set forth.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, agreements, terms, and condition contained herein, do agree as follows:

1. SERVICES

The Consultant's responsibility under this Agreement is to provide professional services within the scope of practice of **professional engineering** (hereinafter "professional services").

Consultant represents to the City that the professional services to be performed under this Agreement shall be in accordance with the highest standards accepted and established practices and procedures recognized as such in Consultant's trade in general and that Consultant shall conform to this Agreement.

Consultant shall be responsible for the technical accuracy of its professional services and documents resulting therefrom, and City shall not be responsible for

discovering deficiencies therein. Consultant shall correct any such deficiencies without additional compensation or cost to City, except to the extent any such deficiency is directly attributable to deficiencies in City-furnished information.

Consultant shall be responsible for the completeness and accuracy of the work prepared or compiled under Consultant's obligation for each project and shall correct, at Consultant's expense, all errors or omissions therein which may be disclosed. The cost necessary to correct those errors attributable to Consultant and any damage incurred by City as a result of additional costs to City caused by such errors shall be chargeable to Consultant and shall not be considered a cost of the Work. The fact that City has reviewed or approved Consultant's work shall in no way relieve Consultant of any of its responsibilities.

2. TERM

The term of this Agreement shall be for a period of one (1) year beginning on the date first written above, with three (3) one (1) year renewal options available.

3. TECHNICAL AND PROFESSIONAL SERVICES

It shall be the responsibility of the Consultant to work with the City to provide professional services related projects for City. Each project will require a separate Specific Authorization using a form agreed to by both parties. The Specific Authorization shall set out the Scope of Work, time of performance, compensation schedule for each project, and any other necessary terms.

4. PERIOD OF SERVICE; SPECIFIC AUTHORIZATIONS

A. The Consultant will be available to begin work promptly after receipt of a fully executed copy of this Agreement. It is agreed that this Agreement shall be considered as a continuing contract and work will be initiated on an assignment-by-assignment basis through the execution of a Specific Authorization. The City reserves the right to select the respective Consultant who the City believes is in its best interest to perform the specified work.

B. If the Consultant's professional services called for under this Agreement are delayed for reasons beyond the Consultant's control, the time of performance shall be adjusted appropriately through a Change Order, and only upon agreement by the City to the adjustment and that the reasons were beyond the Consultant's control, as outlined in Paragraph 17, below.

C. Specific work assignments shall be set forth in individual Specific Authorizations, which will be issued to the Consultant. All Specific Authorizations shall be executed on behalf of the City in accordance with the City Purchasing Policy. The Specific Authorizations shall describe the scope of the work to be performed, cost to perform the work and shall set forth the schedule for completion of the work.

D. The City shall provide all criteria and full information as to City's requirements for the assignment and designate in writing a person with authority to act on City's behalf on all matters concerning this assignment.

5. TIME OF PERFORMANCE

Each project performed pursuant to this Agreement shall be performed in a timely manner without unreasonable delay within the time period identified in the Specific Authorization.

If the work is not fully completed according to the terms of the Agreement and within the time limits stipulated in the individual Specific Authorization, it is hereby acknowledged that the City will suffer damages which are not capable of ascertainment or calculation, and therefore the Consultant shall pay the City liquidated damages, a sum of which will be outlined in each individual Specific Authorization, per day for each day following the required completion date, until the date upon which actual completion occurs.

6. COMPENSATION

The Consultant shall be compensated for all services satisfactorily completed in accordance with the terms and conditions of this Agreement and each Specific Authorizations. All invoices presented to the City for payment shall be on a Request for Payment form approved by the City. Payment for services performed will be processed within forty-five (45) days of receipt and approval of a proper invoice and in accordance with the applicable terms of the Local Government Prompt Payment Act, Sections 218.70-80, Florida Statutes.

7. GENERAL CONDITIONS

A. It is understood and agreed that the Consultant's services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a supplemental agreement may be negotiated between the City and the Consultant describing the services desired and providing a basis for compensation to the Consultant.

B. Upon the Consultant's written request, the City will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the Consultant and City mutually deem necessary; and the Consultant may rely upon same in performing the services required under this Agreement.

8. TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete and current at the time of execution of the Agreement. The original Agreement rates and any additions thereto shall be adjusted to exclude any significant sums by which City determines the Agreement rate(s) was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such rate adjustments shall be made within one year following the end of this Agreement.

9. DEFAULT/TERMINATION

A. FOR CAUSE

If either party fails to fulfill its obligations under this Agreement in a timely and proper manner, the other party shall have the right to terminate this Agreement by giving written notice of any deficiency and by allowing the party in default seven (7) calendar days to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this Agreement shall terminate at the expiration of the seven (7) calendar day time period.

With regard to the Consultant, the following items shall be considered a default under this Agreement:

1) If the Consultant should be adjudged bankrupt, or if he, or it, should make a general assignment for the benefit of his, or its, creditors, or if a receiver should be appointed on account of his, or its, insolvency.

2) If the Consultant should persistently or repeatedly refuse or fail, except in cases for which an extension of time is provided, to provide the services contemplated by this Agreement.

3) If the Consultant disregards laws, ordinances, or the instructions of the Project Manager or otherwise is guilty of a substantial violation of the provisions of this Agreement.

In the event of termination, the Consultant shall only be entitled to receive payment for work satisfactorily completed prior to the termination date.

B. WITHOUT CAUSE

Either party may terminate the Agreement without cause at any time upon thirty (30) calendar days prior written notice to the other party. In the event of termination, the

City shall compensate the Consultant for all authorized work satisfactorily performed through the termination date.

10. SUBCONSULTANTS AND SUBCONTRACTORS

In the event the Consultant requires the services of any subconsultant, subcontractor or professional associate in connection with the services to be provided under this Agreement, Consultant shall secure the written approval of City Project Manager before engaging such subconsultant, subcontractor, or professional associate.

If a subconsultant fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subconsultant to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subconsultant by the City. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance of any portion of this Agreement as set forth in the Scope of Work.

The Consultant, its subconsultants, agents, servants, or employees agree to be bound by the Terms and Conditions of this Agreement and in the Consultant's agreement with the subconsultant for work to be performed for the City, the Consultant must incorporate the terms of this Agreement.

11. FEDERAL AND STATE TAX

The City is exempt from payment of Florida State Sales and Use Taxes.

The City will sign an exemption certificate submitted by the Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Consultant authorized to use the City's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

12. INSURANCE

Consultant shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the City, the types and amounts of insurance conforming to the minimum requirements set forth herein.

A. EVIDENCE OF INSURANCE

Consultant shall not commence work until the required insurance is in force and evidence of insurance acceptable to the City has been provided to, and approved by, the City. The City at all times reserves the right to request such additional

documentation and evidence of insurance as in its sole discretion it may require and the Consultant hereby agrees to provide same.

With respect to the Workers' Compensation/Employer's Liability Insurance, Professional Liability and Business Auto Liability Insurance, an appropriate Certificate of Insurance (which identifies the project), and a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies), signed by an authorized representative of the insurer(s) shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, an appropriate Certificate of Insurance (which identifies the project) signed by an authorized representative of the insurer, and copies of the actual additional insured and notice of cancellation endorsements as issued on the policy(ies), shall be satisfactory evidence of such insurance.

If the insurance policies expire or terminate during the term of this Agreement Consultant shall provide City with renewal or replacement evidence of the insurance, including endorsements, no less than fifteen (15) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to City, if requested by City, Consultant shall, within thirty (30) days after receipt of a written request from City, provide City with a certified copy or certified copies of the policy or policies providing the coverage required. Consultant may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required.

B. DESCRIPTION OF REQUIRED INSURANCE

Consultant shall be responsible for all damage to person and/or property resulting from its negligent acts, reckless or intentional misconduct, errors or omissions or those of its subcontractors, agents or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.

1) Workers' Compensation/Employer's Liability Insurance

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law.

The policy must be endorsed to waive the insurer’s right to subrogate against City, and its officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver of Our Right to Recover from Others Endorsement (Advisory Form WC 00 03 13) with City, and its officials, officers and employees scheduled thereon.

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	$1,000,000	Each Accident
	$1,000,000	Disease – Policy Limit
	$1,000,000	Disease - Each Employee

2) Commercial General Liability Insurance

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than any endorsements specifically required by ISO or the State of Florida.

The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

Mold, fungus, or bacteria
Terrorism
Silica, asbestos or lead
Sexual molestation

City and its officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured - Owners, Lessees, or Consultant).

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

The minimum limits (inclusive of amounts provided by an umbrella or excess policy):

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

3) Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Work.

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	$1,000,000

4) Professional Liability

Such insurance shall be on a form acceptable to City and shall cover errors and omissions arising out of the provision of the services required by this RFQ. Coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Agreement and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The insurance provided by Consultant shall be endorsed to provide City with 30 days prior written notice of cancellation. A maximum deductible or self-insured retention of $10,000 per claim/occurrence shall be permitted for this coverage.

The minimum amount of coverage (inclusive of any amounts provided by an umbrella or excess policy) shall be no less than:

$3,000,000 Each Claim/Annual Aggregate

5) Miscellaneous Provisions

The insurance provided by Consultant shall apply on a primary basis to any insurance or self-insurance maintained by City. Any insurance, or self-insurance, maintained by City shall be excess of, and shall not contribute with, the insurance provided by Consultant.

Except as otherwise specifically authorized in this Agreement, or for which prior written approval has been obtained hereunder, the insurance maintained by Consultant shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, City may permit the application of a deductible or permit Consultant to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. In such instances, Consultant shall pay on behalf

of City or City's officials, officers and employees any deductible or self-insured retention applicable to a claim against City or City's officials, officers and employees.

Compliance with these insurance requirements shall not limit the liability of Consultant. Any remedy provided to City by the insurance provided by Consultant shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Consultant) available to City under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by Consultant shall relieve Consultant from responsibility to provide insurance as required by this Agreement.

Certificates of Insurance must be completed as follows:

Certificate Holder

City of Fort Pierce
Attn: Purchasing Department
P.O. Box 1480
Fort Pierce FL 34954-1480

Additional Insured on the Commercial General Liability:

City of Fort Pierce and its officials, officers, and employees.

13. INDEMNIFICATION

Except for expenses or liabilities arising from the negligence of the City, the Consultant hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this Agreement as follows:

Consultant shall indemnify and hold harmless, to the maximum extent permitted by law, the City and their officials, officers, agents, and employees from and against any and all liability, claims, demands, penalties, court costs, judgments, damages, losses, (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), and costs (including reasonable attorney fees, litigation, arbitration, mediation, appeal expenses) to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Consultant and persons employed by or utilized by the Consultant in Consultant’s performance of this Agreement.

Consultant’s obligation to indemnify and hold harmless shall remain in effect and shall be binding upon Consultant whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

Consultant's failure to comply with this section's provisions shall constitute a material breach upon which the City may immediately terminate or suspend this Agreement.

The Consultant hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided. It is the specific intent of the parties hereto that the foregoing indemnification complies with Sections 725.06 and 725.08, Florida Statutes (Chapter 725).

14. ASSIGNMENT

The City and Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and permitted assigns of such other party, in respect to all covenants of this Agreement; and, neither the City nor the Consultant will assign or transfer its rights and obligations in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

The Consultant agrees that the persons named in the Scope of Work shall provide services as described therein. The services of the person(s) so named are a substantial inducement and material consideration for this Agreement. In the event such persons can no longer provide the services required by this Agreement, the Consultant shall immediately notify the City in writing and the City may elect to terminate this Agreement without any liability to the Consultant for unfinished work product. The City may elect to compensate the Consultant for unfinished work product, provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.

15. PUBLIC RECORDS

A. City strictly adheres to all statutes, court decisions, and the opinions of the Florida Attorney General with respect to disclosure of public information under Chapter 119, Florida Statutes. In accordance with Chapter 119, Florida Statutes, Consultant shall comply with all public records laws and specifically:

1. Keep and maintain public records required by City to perform the service.

2. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time as provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Consultant does not transfer the records to City.

4. Upon completion of the Agreement, transfer, at no cost, to City all public records in possession of Consultant or keep and maintain public records required by City to perform the service. If Consultant transfers all public records to City upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.

B. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, lcox@cityoffortpierce.com, 100 North U.S. 1, Fort Pierce, FL 34950.

16. CONFLICT OF INTEREST

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes, to include, but not limited to, Sections 112.311 and 112.313, Florida Statutes. The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the City in writing by certified mail of all potential conflicts of interest prohibited by existing state law for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall, at his

option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the Consultant under the terms of this Agreement. If, in the opinion of the City, the prospective business association, interest or circumstance does constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall either not enter into said association or terminate this Agreement with the City prior to entering into said association.

17. EXCUSABLE DELAYS (FORCE MAJEURE)

Neither party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its reasonable control (financial difficulty shall not be considered a cause beyond a party's control) all of which causes herein are called "Force Majeure", including, but without being limited to, strikes, lockouts, or other industrial disturbances; fires; unusual climatic conditions; acts of God; acts of a public enemy; or inability to obtain transportation or necessary materials in the open market. Provided, however, that market conditions, labor conditions, construction industry price trends and similar matters which normally affect the bidding process shall not be considered a Force Majeure. The party unable to perform as a result of force majeure promptly shall notify the other of the beginning and ending of each such period, and City shall compensate Consultant at the rates set forth herein, for the services performed by Consultant hereunder, up to the date of the beginning of such period.

18. PLEDGE OF CREDIT, ARREARS

The Consultant shall not pledge the City's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

19. OWNERSHIP OF DOCUMENTS

All original sketches, tracings, drawings, computations, details, design calculations, and other documents and plans that result from the Consultant's services under this Agreement are and remain the property of the City as instruments of service. The Consultant shall furnish copies to the City upon completion of such documents.

The City shall, at no additional expense, be furnished one (1) set of reproducible copies of any maps and/or drawings prepared for it by the Consultant. Consultant shall likewise submit copies of all field notes, calculation sheets and computer discs to the City.

20. INDEPENDENT CONSULTANT RELATIONSHIP

The relationship of the Consultant to the City will be solely that of a consultant. The Consultant is an independent consultant and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent consultant, between the City and the Consultant, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. The Consultant will provide the professional and technical services required for the successful completion of this Agreement in accordance with practices generally acceptable within the industry and good ethical standards.

21. ATTORNEYS' FEES AND COSTS

In the event of any dispute concerning the terms and conditions of this Agreement or in the event of any action by any party to this Agreement to judicially interpret or enforce this Agreement or any provision hereof, or in any dispute arising in any manner from this Agreement, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses, whether suit be brought or not, and whether any settlement shall be entered in any declaratory action, at trial or on appeal.

22. VERIFICATION OF EMPLOYMENT STATUS

The Consultant agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

23. PROHIBITION AGAINST CONTINGENT FEES

Per Section 287.055(6)(a), Florida Statutes, “The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.”

24. AUDIT

The Consultant agrees that the City or any of its duly authorized representatives shall, until the expiration of at least three years, or as otherwise applicable under law, after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Consultant involving transactions related to this Agreement. The Consultant agrees that payment(s) made

under this Agreement shall be subject to reduction for amounts charged thereto which are found based on audit examination not to constitute allowable costs under this Agreement. The Consultant shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, or as otherwise applicable under law.

25. NON DISCRIMINATION

The Consultant covenants and agrees that the Consultant shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race or color; or, except where based on a bona fide occupational qualification, because of religion, sex, condition of pregnancy, national origin, age, handicap, or marital status.

26. AUTHORITY TO PRACTICE

The City represents that it is a political subdivision of the State of Florida with the authority to engage the professional and to accept the obligation for payment for the services.

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative on an annual basis.

27. SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

28. FLORIDA CONTRACTS

WHERE APPLICABLE AND PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

29. COMPLETE AGREEMENT

This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The Consultant recognizes that any representations, statements or negotiations made by the City staff do not suffice to legally bind the City in a contractual relationship unless they have been reduced to writing, authorized, and signed by an authorized City representative. This Agreement shall bind the parties, their assigns, and successors in interest.

30. AMENDMENT

This Agreement may be amended only with the written approval and agreement of the parties.

31. MODIFICATIONS OF WORK

The City reserves the right to make changes in Scope of Work, including alterations, reductions therein, or additions thereto. Upon receipt by the Consultant of the City's notification of a contemplated change, the Consultant shall, in writing:

A. Provide a detailed estimate for the increase or decrease in cost due to the contemplated change,

B. Notify the City of any estimated change in the completion date, and

C. Advise the City if the contemplated change shall affect the Consultant’s ability to meet the completion dates or schedules of this Agreement.

If the City so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the City shall initiate an Agreement Amendment or Change Order and the Consultant shall not commence work on any such change until the authorized representative for the City signs such written Amendment.

32. NOTICE

All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service or mailed certified mail (postage prepaid) return receipt requested, addressed to:

City:
CITY OF FORT PIERCE
Attn: Purchasing Division
100 N. US Highway 1
Fort Pierce, FL 34950

Consultant:
MBV ENGINEERING, INC
1835 20th Street
Vero Beach, FL 32960

With a Copy to:
City Attorney
City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

Should City or Consultant have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box.

33. CAPTIONS AND HEADINGS

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

34. WAIVER

No waiver by the City of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach of the same, or any other provision or the enforcement thereof. City's consent to or approval of any act by Consultant requiring consent or approval shall not be deemed to render unnecessary the obtaining of City's consent to or approval of any subsequent act by Consultant requiring consent or approval, whether or not similar to the act so consented or approved.

35. COMPLIANCE WITH LAWS

The Consultant, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Agreement. The City undertakes no duty to ensure such compliance, but will attempt to advise Consultant, upon request, as to any such laws of which it has present knowledge.

36. INTERPRETATION; CONTROLLING LAW; VENUE

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. The laws of the State of Florida shall govern this Agreement and all interpretations thereof. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in St. Lucie County, to include the Nineteenth Judicial Circuit of Florida for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

37. DISPUTE RESOLUTION; WAIVER OF JURY TRIAL

Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the Consultant and the City or its Project Manager. At all times, the Consultant shall carry on the work and maintain its progress schedule in accordance with the requirements of the Agreement and the determination of the City or its representatives, pending resolution of the dispute. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in St. Lucie County, Florida. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. **TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.**

38. ANTITRUST ASSIGNMENT

The Consultant, the City, and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida and local governments. Therefore, the Consultant assigns to the State of Florida and the City any and all claims for such overcharges as to goods, materials or services purchased in connection with the Agreement.

39. CONFIDENTIALITY

Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by City or other information to which Consultant has had access during the term of this Agreement without the prior written approval of the City during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

Consultant shall consider all information provided by City and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the Consultant's performance of the services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the City, in response to legal process, or in accordance with applicable law.

40. E-VERIFY

All requirements of Section 448.095, Florida Statutes, shall be complied with by Consultant. In accordance with, Section 448.095, Florida Statutes, Consultant shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Consultant enters into a contract with a subcontractor performing work or providing services on its behalf, Consultant shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. Consultant shall, upon request, provide evidence of compliance with this provision to the City. A contract terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the City terminates this contract with a contractor, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. Consultant is liable for any additional costs incurred by the City as a result of the termination of this contract under Section 448.095, Florida Statutes.

41. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

CONTINUING CONTRACT FOR

PROFESSIONAL SERVICES

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement in counterparts each of which shall be treated as an original upon the terms and conditions above stated.

ATTEST:

Linda Cox, City Clerk

CITY OF FORT PIERCE:

Linda Hudson, Mayor

9/14/24
Date

APPROVED AS TO FORM CORRECTNESS:

By: _____
Sara Hedges, City Attorney

CONSULTANT:

By: _____

Print: Rodolfo Villamizar, P.E.

Title: Senior Vice President

Today's Date: September 19, 2024

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name: MBV Engineering, Inc.

Authorized Representative's Name and Title: Rodolfo Villamizar, PE - Senior Vice President

Address: 1835 20th Street

City: Vero Beach State: Florida Zip Code: 32960

Phone Number: 772-569-0035 Email Address: rodolfov@mbveng.com

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____ Rodolfo Villamizar, PE - Senior Vice President 9/19/2024

Authorized Signature | Printed Name and Title | Date

STATE OF FLORIDA
COUNTY OF Indian River

Sworn (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization

this 19 day of September, 2024 by Rodolfo Villamizar, P.E., who is

☒ personally known or
☐ produced identification (ID produced: _____).

Notary Public Signature: _____ (Seal)

Print Name: Jessica Hawkins My Commission Expires: Oct. 22, 2026

JESSICA HAWKINS
MY COMMISSION # HH 280173
EXPIRES: October 22, 2026

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

NOTICE OF AWARD

Date: June 24, 2024

To: MBV Engineering, Inc.
1835 20th Street
Vero Beach, FL 32960
Attn: Rodolfo Villamizer, P.E., Senior Vice President

Solicitation: Miscellaneous Professional Continuing Services
RFQ No. 2024-005

Solicitation Due Date: 3:00 PM, Tuesday, November 14, 2023

Approval Date: City Commission approved on February 20, 2024

You are hereby notified that your firm has been approved as one of the City's Miscellaneous Professional Continuing Services providers on the solicitation noted above. Upon compliance with the conditions precedent to be fulfilled by you within the time specified, the Agreement will be executed and delivered to you. Enclosed are the following:

Item
Notice of Award
Agreement between City and Contractor
Certification of Nonsegregated Facilities
Non-Collusion Affidavit for Prime Bidder

Please take the following actions:

1. Execute Agreement and Notice of Award.

2. Have your insurance company complete Certificates of Insurance and Endorsements, see Section 12 of the contract.

3. Form CG 20 10: Please provide a copy of the actual endorsement issued to the policy, Form CG 20 10, which affords the required additional insured coverage. Please return all documents with acceptance of award.

4. Return enclosed no later than Wednesday, June 26, 2024, via email to:

Gelencia Carter, Purchasing Manager gcarter@cityoffortpierce.com
Carbon copy: purchasingdivision@cityoffortpierce.com

The contract documents must be signed by one of the officers registered with the State of Florida on the attached list; if not on list, provide a letter or copy of corporate resolution authorizing the individual to sign contract documents on behalf of the corporation.

We will return a fully executed copy of the Contract Documents , to your attention.

OWNER:
CITY OF FORT PIERCE
100 North U.S. Highway 1
Fort Pierce, FL 34950

BY: Gelencia Carter
Gelencia Carter, MPA, Purchasing Manager

Date: 6/24/24

ACKNOWLEDGE RECEIPT OF NOTICE:

CONTRACTOR:
MBV ENGINEERING, INC

BY: _____

Rodolfo Villamizar, P.E. - Senior Vice President
Title

June 26, 2024
Date

CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for PROFESSIONAL SERVICES is made and entered into this 15th____ day of __July_____, 2024___ by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida, hereinafter referred to as "City", and MBV Engineering, Inc., whose principal address is 1835 20th St.; Vero Beach, FL 32960 hereinafter referred to as "Consultant".

WHEREAS, pursuant to RFQ No. 2024-005 and Section 287.055, Florida Statutes, the City solicited proposals for non-exclusive contracts to perform professional engineering services with qualified firms for the performance of these services; and,

WHEREAS, at the regularly scheduled meeting on February 20, 2024, the Fort Pierce City Commission approved the negotiations of a continuing contract and authorized the execution of an agreement for Continuing Professional Services between City and Consultant hereinafter referred to as "Agreement" or "Contract"; and,

WHEREAS, the Consultant is willing and able to render professional services for various projects on an as-needed basis and for the compensation and on the terms hereinafter set forth.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, agreements, terms, and condition contained herein, do agree as follows:

1. SERVICES

The Consultant's responsibility under this Agreement is to provide professional/ consultation services in the area of professional engineering services

2. TERM

The term of this Agreement shall be for a period of one (1) year beginning on the date first written above, with three (3) one (1) year renewal options available.

3. TECHNICAL AND PROFESSIONAL SERVICES

It shall be the responsibility of the Consultant to work with the City to provide professional engineering services related projects for City. Each project will require a separate work authorization using a form agreed to by both parties. The work authorization shall set out the scope of work, time of performance and compensation schedule for each project.

4. PERIOD OF SERVICE; WORK AUTHORIZATIONS

A. The Consultant will be available to begin work promptly after receipt of a fully executed copy of this Agreement. It is agreed that this Agreement shall be considered as a continuing contract and work will be initiated on an assignment-by-

assignment basis. The City reserves the right to select the respective Consultant who the City believes is in its best interest to perform the specified work.

B. If the Consultant's services called for under this Agreement are delayed for reasons beyond the Consultant's control, the time of performance shall be adjusted appropriately.

C. Specific work assignments shall be set forth in individual Work Authorizations, which will be issued to the Consultant. All Work Authorizations shall be executed on behalf of the City in accordance with the City Purchasing Policy. The Work Assignments shall describe the scope of the work to be performed, cost to perform the work , and shall set forth the schedule for completion of the work.

The City shall provide all criteria and full information as to City's requirements for the assignment and designate in writing a person with authority to act on City's behalf on all matters concerning this assignment.

5. TIME OF PERFORMANCE

Each project performed pursuant to this Agreement shall be performed in a timely manner without unreasonable delay within the time period identified in the work authorization.

If the work is not fully completed according to the terms of the Agreement and within the time limits stipulated in the individual work authorization, it is hereby acknowledged that the City will suffer damages which are not capable of ascertainment or calculation, and therefore the Consultant shall pay the City liquidated damages, a sum of which will be outlined in each individual work authorization, per day for each day following the required completion date, until the date upon which actual completion occurs.

6. COMPENSATION

The Consultant shall be compensated for all services satisfactorily completed in accordance with the terms and conditions of this Agreement and each work order. All invoices presented to the City for payment shall be on a Request for Payment form approved by the City. Payment for services performed will be processed within thirty (30) days of receipt and approval of invoice and in accordance with the Florida Prompt Payment Act, Florida Statutes Section 218.70-79.

7. GENERAL CONDITIONS

A. It is understood and agreed that the Consultant's services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a supplemental agreement may be negotiated between the City and

the Consultant describing the services desired and providing a basis for compensation to the Consultant.

B. Upon the Consultant's written request, the City will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the Consultant and City mutually deem necessary; and the Consultant may rely upon same in performing the services required under this Agreement.

8. TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement by Consultant shall act as the execution of as truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete and current at the time of execution of the Agreement. The original Agreement rates and any additions thereto shall be adjusted to exclude any significant sums by which City determines the Agreement rate(s) was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such rate adjustments shall be made within one year following the end of this Agreement.

9. DEFAULT/TERMINATION

A. FOR CAUSE

If either party fails to fulfill its obligations under this Agreement in a timely and proper manner, the other party shall have the right to terminate this Agreement by giving written notice of any deficiency and by allowing the party in default seven (7) calendar days to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this Agreement shall terminate at the expiration of the seven (7) calendar day time period.

With regard to the Consultant, the following items shall be considered a default under this Agreement:

1) If the Consultant should be adjudged bankrupt, or if he, or it, should make a general assignment for the benefit of his, or its, creditors, or if a receiver should be appointed on account of his, or its, insolvency.

2) If the Consultant should persistently or repeatedly refuse or fail, except in cases for which an extension of time is provided, to provide the services contemplated by this Agreement.

3) If the Consultant disregards laws, ordinances, or the instructions of the Project Manager or otherwise is guilty of a substantial violation of the provisions of this Agreement.

In the event of termination, the Consultant shall only be entitled to receive payment for work satisfactorily completed prior to the termination date.

B. WITHOUT CAUSE

Either party may terminate the Agreement without cause at any time upon thirty (30) -calendar days prior written notice to the other party. In the event of termination, the City shall compensate the Consultant for all authorized work satisfactorily performed through the termination date.

10. SUBCONSULTANTS AND SUBCONTRACTORS

In the event the Consultant requires the services of any subconsultant, subcontractor or professional associate in connection with the services to be provided under this Agreement, Consultant shall secure the written approval of City Project Manager before engaging such subconsultant, subcontractor, or professional associate.

If a subconsultant fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subconsultant to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subconsultant by the City. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance any portion of this Agreement as set forth in the Scope of Work.

The Consultant, its subconsultants, agents, servants, or employees agree to be bound by the Terms and Conditions of this Agreement and its agreement with the subconsultant for work to be performed for the City the Consultant must incorporate the terms of this Agreement.

11. FEDERAL AND STATE TAX

The City is exempt from payment of Florida State Sales and Use Taxes.

The City will sign an exemption certificate submitted by the Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Consultant authorized to use the City's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

12. INSURANCE

CONSULTANT shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the City, the types and amounts of insurance conforming to the minimum requirements set forth herein.

A. EVIDENCE OF INSURANCE

Consultant shall not commence work until the required insurance is in force and evidence of insurance acceptable to the City has been provided to, and approved by, the City. The City at all times reserves the right to request such additional documentation and evidence of insurance as in its sole discretion it may require and the CONSULTANT hereby agrees to provide same.

With respect to the Workers' Compensation/Employer's Liability Insurance, Professional Liability and Business Auto Liability Insurance, an appropriate Certificate of Insurance (which identifies the project), and a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies), signed by an authorized representative of the insurer(s) shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, an appropriate Certificate of Insurance (which identifies the project) signed by an authorized representative of the insurer, and copies of the actual additional insured and notice of cancellation endorsements as issued on the policy(ies), shall be satisfactory evidence of such insurance.

If the insurance policies expire or terminate during the term of this Agreement Consultant shall provide City with renewal or replacement evidence of the insurance, including endorsements, no less than fifteen (15) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to City, if requested by City, Consultant shall, within thirty (30) days after receipt of a written request from City, provide City with a certified copy or certified copies of the policy or policies providing the coverage required. Consultant may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required.

B. DESCRIPTION OF REQUIRED INSURANCE

Consultant shall be responsible for all damage to person and/or property resulting from its negligent acts, reckless or intentional misconduct, errors or omissions or those of its subcontractors, agents or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.

1) Workers' Compensation/Employer's Liability Insurance.

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law.

The policy must be endorsed to waive the insurer's right to subrogate against City, and its officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver of Our Right to Recover from Others Endorsement (Advisory Form WC 00 03 13) with City, and its officials, officers and employees scheduled thereon.

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	$1,000,000	Each Accident
	$1,000,000	Disease – Policy Limit
	$1,000,000	Disease - Each Employee

2) Commercial General Liability Insurance.

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than any endorsements specifically required by ISO or the State of Florida.

The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

Mold, fungus, or bacteria
Terrorism
Silica, asbestos or lead
Sexual molestation

City and its officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured - Owners, Lessees, or Consultant).

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

The minimum limits (inclusive of amounts provided by an umbrella or excess policy):

General Aggregate	$1,000,000
Products/Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

3) Automobile Liability Insurance.

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Work.

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	$1,000,000

4) Professional Liability

Such insurance shall be on a form acceptable to City and shall cover errors and omissions arising out of the provision of the services required by this RFQ. Coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Agreement and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The insurance provided by Consultant shall be endorsed to provide City with 30 days prior written notice of cancellation. A maximum deductible or self-insured retention of $10,000 per claim/occurrence shall be permitted for this coverage.

The minimum amount of coverage (inclusive of any amounts provided by an umbrella or excess policy) shall be no less than:

$3,000,000 Each Claim/Annual Aggregate

5) Miscellaneous Provisions

The insurance provided by Consultant shall apply on a primary basis to any insurance or self-insurance maintained by City. Any insurance, or self-insurance, maintained by City shall be excess of, and shall not contribute with, the insurance provided by Consultant.

Except as otherwise specifically authorized in this Agreement, or for which prior written approval has been obtained hereunder, the insurance maintained by Consultant shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, City may permit the application of a deductible or permit Consultant to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. In such instances, Consultant shall pay on behalf of CITY or CITY's officials, officers and employees any deductible or self-insured retention applicable to a claim against CITY or CITY's officials, officers and employees.

Compliance with these insurance requirements shall not limit the liability of Consultant. Any remedy provided to City by the insurance provided by Consultant shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Consultant) available to City under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by Consultant shall relieve Consultant from responsibility to provide insurance as required by this Agreement.

Certificates of Insurance must be completed as follows:

Certificate Holder

City of Fort Pierce
Attn: Purchasing Department
P.O. Box 1480
Fort Pierce FL 34954-1480

Additional Insured on the Commercial General Liability

City of Fort Pierce and its officials, officers, and employees.

13. INDEMNIFICATION

Except for expenses or liabilities arising from the negligence of the City, the Consultant hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this Agreement as follows:

Consultant shall indemnify and hold harmless, to the maximum extent permitted by law, the City and their officials, officers, agents, and employees from and against any and all liability, claims, demands, penalties, court costs, judgments, damages, losses, (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), and costs (including reasonable attorney fees, litigation, arbitration, mediation, appeal expenses) to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Consultant and persons employed by or utilized by the Consultant in Consultant's performance of this Agreement.

Consultant's obligation to indemnify and hold harmless shall remain in effect and shall be binding upon Consultant whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

Consultant's failure to comply with this section's provisions shall constitute a material breach upon which the City may immediately terminate or suspend this Agreement.

The Consultant hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided. It is the specific intent of the parties hereto that the foregoing indemnification complies with Sections 725.06 and 725.08, Florida Statutes (Chapter 725).

14. ASSIGNMENT

The City and Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and permitted assigns of such other party, in respect to all covenants of this Agreement; and, neither the City nor the Consultant will assign or transfer its rights and obligations in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

The Consultant agrees that the persons named in the scope of work shall provide services as described therein. The services of the person(s) so named are a substantial inducement and material consideration for this Agreement. In the event such persons can no longer provide the services required by this Agreement, the Consultant shall immediately notify the City in writing and the City may elect to terminate this Agreement without any liability to the Consultant for unfinished work product. The City may elect to compensate the Consultant for unfinished work product, provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.

15. PUBLIC RECORDS

A. City strictly adheres to all statutes, court decisions, and the opinions of the Florida Attorney General with respect to disclosure of public information under Chapter 119, Florida Statutes. In accordance with Chapter 119, Florida Statutes, Consultant shall comply with all public records laws, specifically to:

B. Keep and maintain public records required by City to perform the service.

C. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time as provided by law.

D. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Consultant does not transfer the records to City.

E. Upon completion of the Agreement, transfer, at no cost, to City all public records in possession of Consultant or keep and maintain public records required by City to perform the service. If Consultant transfers all public records to City upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.

F. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, lcox@city-ftpierce.com, 100 North U.S. 1, Fort Pierce, FL 34950.

16. CONFLICT OF INTEREST

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida

Statutes. The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the City in writing by certified mail of all potential conflicts of interest prohibited by existing state law for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall, at his/her option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the Consultant under the terms of this Agreement

17. EXCUSABLE DELAYS (FORCE MAJEURE)

Neither party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its reasonable control (financial difficulty shall not be considered a cause beyond a party's control) all of which causes herein are called "Force Majeure", including, but without being limited to, strikes, lockouts, or other industrial disturbances; fires; unusual climatic conditions; acts of God; acts of a public enemy; or inability to obtain transportation or necessary materials in the open market. Provided, however, that market conditions, labor conditions, construction industry price trends and similar matters which normally affect the bidding process shall not be considered a Force Majeure. The party unable to perform as a result of force majeure promptly shall notify the other of the beginning and ending of each such period, and City shall compensate Consultant at the rates set forth herein, for the services performed by Consultant hereunder, up to the date of the beginning of such period.

18. PLEDGE OF CREDIT, ARREARS

The Consultant shall not pledge the City's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

19. OWNERSHIP OF DOCUMENTS

All original sketches, tracings, drawings, computations, details, design calculations, and other documents and plans that result from the Consultant's services under this Agreement are and remain the property of the City as instruments of service. The Consultant shall furnish copies to the City upon completion of such documents.

The City shall, at no additional expense, be furnished one (1) set of reproducible copies of any maps and/or drawings prepared for it by the Consultant. Consultant shall likewise submit copies of all field notes, calculation sheets and computer discs to the City.

20. INDEPENDENT CONSULTANT RELATIONSHIP

The relationship of the Consultant to the City will be solely that of a consultant. The Consultant is an independent consultant and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent consultant, between the City and the Consultant, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. The Consultant will provide the professional and technical services required for the successful completion of this Agreement in accordance with practices generally acceptable within the industry and good ethical standards.

21. ATTORNEYS' FEES AND COSTS

In the event of any dispute concerning the terms and conditions of this Agreement or in the event of any action by any party to this Agreement to judicially interpret or enforce this Agreement or any provision hereof, or in any dispute arising in any manner from this Agreement, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses, whether suit be brought or not, and whether any settlement shall be entered in any declaratory action, at trial or on appeal.

22. VERIFICATION OF EMPLOYMENT STATUS

The Consultant agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control act of 1986, of all persons it employs in the performance of this Agreement.

23. PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for the

Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making this Agreement.

24. AUDIT

The Consultant agrees that the City or any of its duly authorized representatives shall, until the expiration of at least three years, or as otherwise applicable under law, after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Consultant involving transactions related to this Agreement. The Consultant agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found based on audit examination not to constitute allowable costs under this Agreement. The Consultant shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, or as otherwise applicable under law.

25. NON DISCRIMINATION

The Consultant covenants and agrees that the Consultant shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex or physical handicaps (except where based on a bona fide occupational qualification); or because of marital status, race, color, religion, national origin or ancestry.

26. ENFORCEMENT COSTS

It is understood and agreed that the Consultant's services under this Agreement do not include any participation, whatsoever, in any litigation. Should such services be required, a supplemental agreement may be negotiated between the City and the Consultant describing the services desired and providing a basis for compensation to the Consultant.

27. AUTHORITY TO PRACTICE

The City represents that it is a political subdivision of the State of Florida with the authority to engage the professional and to accept the obligation for payment for the services.

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative on an annual basis.

28. SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

29. FLORIDA CONTRACTS

WHERE APPLICABLE AND PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

30. COMPLETE AGREEMENT

This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The Consultant recognizes that any representations, statements or negotiations made by the City staff do not suffice to legally bind the City in a contractual relationship unless they have been reduced to writing, authorized, and signed by an authorized City representative. This Agreement shall bind the parties, their assigns, and successors in interest.

31. AMENDMENT

This Agreement may be amended only with the written approval and agreement of the parties.

32. MODIFICATIONS OF WORK

The City reserves the right to make changes in Scope of Work, including alterations, reductions therein, or additions thereto. Upon receipt by the Consultant of the City's notification of a contemplated change, the Consultant shall, in writing:

A. Provide a detailed estimate for the increase or decrease in cost due to the contemplated change,

B. Notify the City of any estimated change in the completion date, and

C. Advise the City if the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules of this Agreement.

If the City so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the City shall initiate an Agreement Amendment or Change Orderand the Consultant shall not commence work on any such change until the authorized representative for the City signs such written Amendment.

33. NOTICE

All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service or mailed certified mail (postage prepaid) return receipt requested, addressed to:

City:
CITY OF FORT PIERCE
Attn: Purchasing Department
100 N. US Highway 1
Fort Pierce, FL 34950

Consultant:
MBV ENGINEERING, INC.
1835 20TH Street
Vero Beach, FL 32960
Attn: Rodolfo Villamizar, P.E.,
Senior Vice President

With a Copy to:
City Attorney
City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950

As to the Consultant or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

Should City or Consultant have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box.

34. CAPTIONS AND HEADINGS

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

35. WAIVER

No waiver by the City of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by of the same, or any other provision or the enforcement thereof. City's consent to of or approval of any act by Consultant requiring consent or approval shall not be deemed to render unnecessary the obtaining of City's consent to or approval of any subsequent act by Consultant requiring consent or approval, whether or not similar to the act so consented or approved.

36. COMPLIANCE WITH LAWS

The Consultant, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Agreement. The City undertakes no duty to ensure such compliance, but will attempt to advise Consultant, upon request, as to any such laws of which it has present knowledge.

37. INTERPRETATION; CONTROLLING LAW; VENUE

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. The laws of the State of Florida shall govern all interpretations and this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in St. Lucie County, to include the Nineteenth Judicial Circuit of Florida for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

38. DISPUTE RESOLUTION

Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the Consultant and the City or its Project Manager. At all times, the Consultant shall carry on the work and maintain its progress schedule in accordance with the requirements of the Agreement and the determination of the City or its representatives, pending resolution of the dispute. The City Manager who shall reduce the decision to writing shall decide any dispute, which is not resolved by mutual agreement. The decision of the City shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

39. ANTITRUST ASSIGNMENT

The Consultant, the City, and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida and local governments. Therefore, the Consultant assigns to the State of Florida and the City any and all claims for such overcharges as to goods, materials or services purchased in connection with the Agreement.

40. CONFIDENTIALITY

Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by City or other information to which Consultant has had access during the term of this Agreement without the prior written approval of the CITY during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

Consultant shall consider all information provided by City and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the Consultant's performance of the services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the City, in response to legal process, or in accordance with applicable law.

41. E-VERIFY

All requirements of Section 448.095, Florida Statutes, shall be complied with by Consultant. In accordance with, Section 448.095, Florida Statutes, CONSULTANT shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Consultant enters into a contract with a subcontractor performing work or providing services on its behalf, Consultant shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. Consultant shall, upon request, provide evidence of compliance with this provision to the City. A contract terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the City terminates this contract with a contractor, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. Consultant is liable for any additional costs incurred by the City as a result of the termination of this contract under Section 448.095, Florida Statutes.

42. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement in counterparts each of which shall be treated as an original upon the terms and conditions above stated.

ATTEST:

Linda Cox, City Clerk

CITY OF FORT PIERCE:

Linda Hudson, Mayor

7/15/2024
Date

APPROVED AS TO FORM CORRECTNESS:

By: _____
Sara Hedges, City Attorney

CONSULTANT:

By: _____

Print: Mr. Rodolfo Villamizar, P.E.

Title: Senior Vice President

Today's Date: June 26, 2024

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

CERTIFICATION OF NONSEGREGATED FACILITIES

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The Bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors, exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certification in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE: June 26, 2024, 2024.

Official Address (Including Zip Code):

1835 20th Street; Vero Beach, FL 32960

By: _____
Name

Mr. Rodolfo Villamizar, P.E.
Name (Typed or Printed)

Senior Vice President
Title

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

NON-COLLUSION AFFIDAVIT
FOR PRIME BIDDER

STATE OF Florida

COUNTY OF Indian River

Mr. Rodolfo Villamizar, P.E., being first duly sworn, deposes and says:

That he is Senior Vice President
(a partner or officer of the firm, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

MBV Engineering, Inc.
(Firm Name)

By: Mr. Rodolfo Villamizar, P.E.

Title: Senior Vice President

Subscribed and sworn to before me this 26th
day of , June 2024.

Notary Public

My Commission expires: (Seal)

JESSICA HAWKINS
MY COMMISSION # HH 280173
EXPIRES: October 22, 2026

MBVENGI-01 ASOSTENUTO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER JCJ Insurance Agency, LLC 2208 Hillcrest Street Orlando, FL 32803	CONTACT NAME: PHONE (A/C, No, Ext): (321) 445-1117 FAX (A/C, No): (321) 445-1076 E-MAIL ADDRESS: certs@jcj-insurance.com
INSURED MBV Engineering, Inc. 1835 20th Street Vero Beach, FL 32960	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Contractors Bonding & Insurance Co. (RLI) — 37206 INSURER B : RLI Insurance Company — 13056 INSURER C : Lexington Insurance Co. — 19437 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	[ ] CLAIMS-MADE [X] OCCUR	X	X	CKB0200088	4/1/2024	4/1/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			PSA0002747	4/1/2024	4/1/2025	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB [X] OCCUR			PSE0004142	4/1/2024	4/1/2025	EACH OCCURRENCE	$ 5,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 5,000,000
	[ ] DED [X] RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH)	N / A	X	PSW0004651	4/1/2024	4/1/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liab			015136066	4/1/2024	4/1/2025	Per Claim	1,000,000
C				015136066	4/1/2024	4/1/2025	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Miscellaneous Professional Continuing Services; RFQ No. 2024-005
City of Fort Pierce and its officials, officers, and employees are Additional Insureds with regards to General Liability when required by written contract. Coverage is Primary & Non-Contributory with respect to all policies. 30 Day Notice of Cancellation, except for 10 days for non-payment. A Waiver of Subrogation for all policies applies when required by written contract.

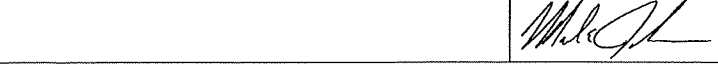
CERTIFICATE HOLDER

City of Fort Pierce
Attn: Purchasing Department
P.O. Box 1480
Fort Pierce, FL 34954-1480

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® FOR DESIGN PROFESSIONALS LIABILITY ENHANCEMENT

SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

A. First Aid And Good Samaritan Services
B. Supplementary Payments
C. Reasonable Force – Bodily Injury Or Property Damage
D. Non-Owned Watercraft
E. Canoes Or Rowboats
F. Damage To Premises Rented To You
G. Aircraft Chartered With Crew
H. Electronic Data Liability
I. Who Is An Insured – Newly Acquired Or Formed Organizations
J. Who Is An Insured – Unnamed Partnership Or Joint Venture
K. Additional Insured – Owner, Manager Or Lessor Of Premises Or Leased Equipment
L. Additional Insured – State Or Political Subdivisions – Permits Related To Premises Or Operations
M. General Aggregate Limit – Per Project Or Per Location
N. Knowledge And Notice Of Occurrence Or Offense
O. Amended Bodily Injury Definition
P. Amended Insured Contract Definition – Construction Or Demolition Operations Within 50' Of Railroad
Q. Amended Personal And Advertising Injury Definition – Electronic Material
R. Unintentional Omission
S. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM – SECTION II – LIABILITY AND SECTION III AS IT PERTAINS TO LIABILITY ONLY

A. First Aid And Good Samaritan Services

1. The following is added to **Section II A.1. Business Liability Coverages**

   We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" arising out of either the rendering of or failure to render, "First Aid" or "Good Samaritan Services" to any person. For the purposes of this coverage grant, "First Aid" or "Good Samaritan Services" will be deemed to meet the definition of "occurrence". For the purposes of determining the applicable limits of insurance, any act or omission together with all related acts or omissions in the rendering of "First Aid" or "Good Samaritan Services" to any one person will be deemed one "occurrence".

   a. "First Aid" means initial care for medical attention immediately following a "bodily injury".

   b. "Good Samaritan Services" means medical attention provided in an emergency and for which no remuneration is demanded or received.

2. The insurance provided by this provision shall be excess over any valid and collectible other insurance available to any insured whether primary, excess, contingent or any other basis, except for insurance purchased specifically by you to apply in excess of the limits of Insurance shown in the declarations for Business Liability.

B. Supplementary Payments

Section II A.1.f. Coverage Extension – Supplementary Payments Paragraphs **1.(b)** and **1.(d)** are deleted and replaced with the following:

(b) Up to $2,500 for the cost of bail bonds required because of accidents or traffic violations arising out of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(d) All reasonable expenses incurred by the insured at our request to assist in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off work.

C. Reasonable Force – Bodily Injury Or Property Damage

Section II B.1.a. Exclusions, Expected Or Intended Injury, is deleted and replaced by the following:

a. Expected or Intended Injury

"Bodily Injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

D. Non-Owned Watercraft

1. **Section II B.1.g. Exclusions, Aircraft, Auto Or Watercraft** Subparagraph **(2)** is deleted and replaced by the following:

   (2) A watercraft you do not own that is:

   (a) Up to seventy-five (75) feet long; and

   (b) Not being used to carry persons or property for a charge;

2. Only as respects to the insurance provided by this provision **C. Who Is An Insured** is amended to include as an insured any person who, with your express consent uses the watercraft.

3. The insurance provided by this provision shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for the insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the declarations for this Coverage Part.

E. Canoes Or Rowboats

The following is added to the exceptions contained in **Section II B.1.g. Exclusions, Aircraft, Auto Or Watercraft:**

(6) Any non-motorized canoe or rowboat owned by the insured. Only as respects to the insurance provided by this provision **C. Who Is An Insured** is amended to include as an insured any person who, with your express consent, uses any such canoe or rowboat.

F. Damage to Premises Rented to You

1. The last paragraph of **Section II B.1. Exclusions – Applicable To Business Liability Coverage** is deleted and replaced by the following:

   Exclusions **c., d., e., f., g., h., i., k., l., m., n.** and **o.** in **SECTION II – LIABILITY** do not apply to damage by water, fire, explosion, lightning, or smoke resulting from fire to premises while

rented to you, or temporarily occupied by you with permission by the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in paragraph **D. Liability And Medical Expenses Limits of Insurance** in **SECTION II – LIABILITY**.

2. **Section II F.9.a. Liability And Medical Expenses Definitions**, is deleted and replaced by the following:

   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by water, fire, explosion, lightning, or smoke resulting from fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

3. This provision does not apply if coverage for Damage To Premises Rented To You is excluded by another endorsement to this policy.

G. Aircraft Chartered With Crew

1. The following is added to the exceptions contained in **Section II B.1.g. Exclusions, Aircraft, Auto or Watercraft:**

   (6) Any non-owned aircraft chartered to you with a crew including a pilot.

2. The insurance provided by this provision shall be excess over any valid and collectible other insurance available to the insured whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in Declarations.

H. Electronic Data Liability

1. **Section II B.1.q. Exclusions** is deleted and replaced by the following:

   q. Electronic Data

   Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, disclosure of, display of, theft or misappropriation of or inability to manipulate "electronic data". However this exclusion does not apply to "Property Damage".

2. The following definition is added to **Section II F. Liability And Medical Expenses Definitions**:

   "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

3. For the purposes of the coverage provided by this endorsement, **Section II F. Liability And Medical Expenses Definitions,** Paragraph **17.** is deleted and replaced by the following:

   17. "Property damage" means:

   a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

   b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or

   c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

   d. Property damage does not mean disclosure of, display of, or theft or misappropriation of electronic data however caused.

   For the purposes of this insurance, "electronic data" is not tangible property.

I. Who Is An Insured – Newly Acquired Or Formed Organizations

The following is added to **Section II C. Who Is An Insured:**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until the one hundred eightieth (180th) day after you acquire or form the organization or the end of the policy period, whichever is earlier;

2. Coverage does not apply for "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

3. Coverage does not apply for "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. This provision does not apply to any organization for which coverage is excluded by another endorsement to this policy.

J. Who Is An Insured – Unnamed Partnership Or Joint Venture

1. The last paragraph of **Section II C. Who Is An Insured** is deleted and replaced by the following:

   No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations. However this limitation does not apply to your liability with respect to your conduct of the business of any current or past partnership or joint venture:

   a. That is not shown as a Named Insured in the Declarations; and

   b. In which you are a member or partner but only if:

      (i) Each and every member or partner in that joint venture or partnership is not a construction contractor; and

      (ii) The joint venture or partnership is not providing construction contracting services.

2. This provision does not apply to any person or organization for which coverage is excluded by another endorsement to this policy.

3. The insurance provided by this provision shall be excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, which is available covering your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations and which is issued to such partnership or joint venture.

K. Additional Insured – Owner, Manager Or Lessor Of Premises Or Leased Equipment

Section II C. Who Is An Insured is amended to include as an insured:

1. Any person or organization that you have agreed in a contract or agreement to include as an additional insured on this policy, but:

   a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense committed, after you have entered into that contract or agreement; and

      (1) Only if the "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by you or any person or organization performing operations on your behalf, and arises out of the ownership, maintenance or use of that part of any premises leased to you under that contract or agreement; or

      (2) The "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by you or any person or organization performing operations on your behalf, and arises out of the maintenance, operation or use of equipment leased to you by such additional insured.

2. The insurance provided to such additional insured under this provision is subject to the following:

   a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the contract or agreement, or the limits shown in the Declarations, whichever are less; and

   b. The insurance afforded to such additional insured does not apply:

      (1) To any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense committed, after you cease to be a tenant in that premises;

      (2) To any structural alterations, construction or demolition operations performed by or on behalf of such additional insured;

      (3) To any premises for which coverage is excluded by another endorsement to this Coverage Part;

      (4) To any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense committed, after the equipment lease expires; or

      (5) If the equipment is leased with an operator.

3. This provision does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.

L. Additional Insured – State Or Political Subdivisions – Permits Related To Premises Or Operations

Section II C. Who Is An Insured is amended to include as an insured:

1. Any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented or loaned to, you, but only with respect to "bodily injury", "property damage", "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations for which that state or political subdivision has issued such permit.
2. Any state or political subdivision that has issued a permit, but only with respect to "bodily injury", "property damage", "personal and advertising injury" arising out of operations performed by you or on your behalf for which that state or political subdivision has issued such permit. However, no such state or political subdivision is an insured for:
   a. "Bodily injury", "property damage", "personal and advertising injury" arising out of operations performed for that state or political subdivision; or
   b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

M. General Aggregate Limit – Per Project Or Per Location

Section II D. Liability And Medical Expenses Limits of Insurance, Paragraph **4. Aggregate Limits**. is deleted and replaced by the following:

4. Aggregate Limits

The most we will pay for:

a. All "bodily injury" and "property damage" that is included in the "products-completed operations hazard" is twice the Liability and Medical Expenses limit.

b. All:

   (1) "Bodily injury" and "property damage" except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";

   (2) Plus medical expenses;

   (3) Plus all "personal and advertising injury" caused by offenses committed;

   is twice the Liability and Medical Expenses limit.

The aggregate limit for all "bodily injury" and "property damage", medical expenses and "personal and advertising injury" other than "bodily injury" or "property damage" included in the "products-completed operations hazard" applies separately to each of your "projects" away from premises owned by or occupied by you or to each of your "locations" owned by or occupied by you.

"Projects" mean an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" at the same "location" shall be considered a single "project".

For the purposes of this provision, "location" means

1. Premises involving the same or connecting lots;
2. Premises where connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad; or
3. Premises where operations are performed in sections, stages or phases as a continuation of the same contract or agreement, even if the premises do not involve connecting lots.

Subject to Paragraph **a.** or **b.** above, whichever applies, the Damage To Premises Rented To You Limit is the most we will pay for damages because of "property damage" to any one premises, while rented to you, or in the case of fire; explosion; lightning; smoke resulting from such fire, explosion or lightning; or water while rented to you or temporarily occupied by you with permission of the owner.

The Limits of Insurance of **SECTION II – LIABILITY** apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

N. Knowledge And Notice Of Occurrence Or Offense

The following is added to **Section II E. 2. Liability and Medical Expenses General Conditions, Duties In The Event of Occurrence, Offense, Claim Or Suit:**

Notice of an "occurrence" or of an offense which may result in a claim must be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

Notice of an "occurrence" or of an offense which may result in a claim will be deemed to be given as soon as practicable to us if it is given in good faith as soon as practicable to your workers' compensation, accident, or health insurer. This applies only if you subsequently give notice of the "occurrence" or offense to us as soon as practicable after you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence" or offense may involve this policy.

O. Amended Bodily Injury Definition

The definition of "bodily injury" in **Section II F.3. Liability And Medical Expenses Definitions** is deleted and replaced by the following:

"Bodily injury" means injury to the body, sickness, disease, or death. "Bodily injury" also means mental injury, mental anguish, emotional distress, pain and suffering, or shock resulting from injury to the body, sickness, disease or death of any person.

P. Amended Insured Contract Definition – Construction Or Demolition Operations Within 50' Of Railroad

1. The definition of "insured contract" in **Section II F.9.c. Liability And Medical Expenses Definitions** is deleted and replaced by the following:

   c. Any easement or license agreement

2. The definition of "insured contract" in **Section II F.9.f.(1) Liability And Medical Expenses Definitions** is deleted.

3. The insurance provided by this provision shall be excess over any valid and collectible Railroad Protective Liability insurance available to an insured , whether primary, excess, contingent or on any other basis, except for the insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the declarations for this Coverage Part.

Q. Amended Personal And Advertising Injury Definition – Electronic Material

1. The definition of "personal and advertising injury" in **Section II F.14.d. Liability And Medical Expenses Definitions** is deleted and replaced by the following:

   d. Oral, written or electronic publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

2. The definition of "personal and advertising injury" in **Section II F.14.e. Liability And Medical Expenses Definitions** is deleted and replaced by the following:

   e. Oral, written or electronic publication, in any manner, of material that violates a person's right of privacy;

3. **Section II B.1.p.(2) Exclusions** for **Personal And Advertising Injury** is deleted and replaced by the following:

   (2) Arising out of oral, written or electronic publication of material if done by or at the direction of the insured with knowledge of its falsity;

4. **Section II B.1.p.(2) Exclusions** for **Personal And Advertising Injury** is deleted and replaced by the following:

   (3) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;

R. Unintentional Omission

The following is added to **SECTION III – COMMON POLICY CONDITIONS** Paragraph **C. Concealment, Misrepresentation Or Fraud (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However as it pertains to Business Liability Coverage only, the unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance. This provision does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

S. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

SECTION III – COMMON POLICY CONDITIONS Paragraph **K.2. Transfer of Rights of Recovery Against Others to Us (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)** is deleted and replaced by the following:

2. Applicable to Business Liability Coverage:

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage", "personal injury and advertising injury" arising out of:

a. Premises owned by you, temporarily occupied by you with permission of the owner, or leased or rented to you;

b. Ongoing and completed operations performed by you, or on your behalf, under a contract or agreement with that person or organization;

c. Your "work"; or

d. "Your products".

We waive these rights only where you have agreed to do so as part of a contract or agreement entered into by you before the "bodily injury" or "property damage" occurs or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

(This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization that you have agreed with in a written contract to provide this agreement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01-01-2022

Insurance Company
RLI Insurance Company

Countersigned by Mark E Jackson

WC 00 03 13
(Ed. 4-84)

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THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: AWILDA COLON, REDEVELOPMENT ASSISTANT, COMMUNITY AND ECONOMIC DEV

FROM: CAMILLE WALLACE, ESQ., SENIOR ASSISTANT CITY ATTORNEY CAW

THROUGH: SARA HEDGES, CITY ATTORNEY SH

CAO RLS# / RE: AMENDMENT NO. 1 – CONTINUING SERVICES CONTRACTS FOR PROFESSIONAL SERVICES:

RLS#244	Architect Design Collaborative	RLS#245	GFA INTERNATIONAL D/B/A UNIVERSAL ENGINEERING SCIENCES	RLS#246	EXP U.S. SERVICES, INC
RLS#247	DON BERGMAN ARCHITECTURE LLC	RLS#248	CAPE DESIGN ENGINEERING INC	RLS#249	BCER ENGINEERING INC
RLS#250	SGM ENGINEERING INC	RLS#251	ROYAL CONSULTING SERVICES INC.	RLS#252	TLC ENGINEERING SOLUTIONS INC.
RLS#253	COTLEUR & HEARING	RLS#254	MBV ENGINEERING INC.	RLS#261	INSPIRE PLACEMAKING COLLECTIVE INC

DATE: AUGUST 13, 2025

I have reviewed the above Request for Legal Services (RLS) related to Amendment No 1 to the Continuing Services Contract for Professional Services between the City of Fort Pierce and the above-named Consultants. Please note the following comments:

1. Each Amendment has been revised to reflect the procurement and agreement history.
2. Each Amendment has been revised to reflect the new Term Period and remaining renewals thereafter.
3. A redlined version of the Amendment for Architect Design Collaborative has been included with this Memo so changes made to all the other Amendments can be tracked.
4. The Amendment for Cape Design Engineering reflects the Consultant's legal name per Sunbiz records.
5. The Amendment for Cotleur & Hearing reflects the Consultant's legal name per Sunbiz records.
6. A clean version of each Amendment is included with this Memo which I recommend for template use for future Amendments.
7. All Amendments are approved as to form and correctness.
8. Recommendation: The Department should place all Amendments on the Commission consent Agenda for review and approval *prior* to execution.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail. Thank you.

City Commission Regular Meeting - 5:05 PM **11. O.**

Meeting Date: 09/02/2025

Re: Approval of Amendment No. 1 to Continuing Services Agreement for a One Year Renewal with TLC Engineering Solutions, Inc.

Submitted For: Shyanne Harnage, Director, Community and Economic Dev

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SUBJECT:

Approval of Amendment No. 1 to the Continuing Services Agreement for a One-Year Renewal with TLC Engineering Solutions, Inc. for Professional Engineering Services

SUMMARY:

Pursuant to the executed Continuing Services Agreement executed on September 16, 2024, the agreement includes three (3) one-year renewal options. Amendment No. 1 has been submitted to exercise the initial one-year renewal and ensure continuity of professional services without interruption.

RECOMMENDATION:

Staff recommends approval of a one-year renewal with TLC Engineering Solutions, Inc.

ALTERNATIVES:

Do not approve amendment and allow the contracts to expire, requiring a new solicitation before additional work can be assigned.

RESPONSIBLE STAFF:

Shyanne Harnage, Director, Community & Economic Development

COORDINATED WITH:

Gelencia Carter, Manager, Purchasing
Sara Hedges, City Attorney

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	N/A
Account:	N/A
Amount:	N/A

FISCAL IMPACT:

There is no fiscal impact associated with this amendment to the continuing contract at this time. Subsequent project agreements/specific authorizations will go before the City Commission/FPRA Board for approval with associated scope and funding.

Attachments

Amendment No. 1
Continuing Services Agreement
City Attorney Memo

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	08/25/2025 05:08 PM
City Manager	Richard Chess	08/27/2025 10:11 AM
Form Started By: Awilda Colon		Started On: 08/18/2025 09:29 AM
Final Approval Date: 08/27/2025		

FIRST AMENDMENT TO THE CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

This First Amendment to the Continuing Contract for Professional Services Agreement (hereinafter referred to as the "Amendment") is made and entered into this ____ day of _____, 20___ by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "City") and **TLC ENGINEERING SOLUTIONS, INC.,** whose local principal address is **7370 Cabot Court, Suite 103, Melbourne, FL 32940** (hereinafter referred to as "Consultant")(hereinafter referred to collectively as the "Parties").

RECITALS:

WHEREAS, on September 16, 2024, the Parties entered into an agreement pursuant to RFQ 2024-005 and Section 287.055, Florida Statutes, for nonexclusive continuing contracts to perform professional services (hereinafter referred to as the "Agreement"); and

WHEREAS, the Parties now mutually desire to amend the Agreement to exercise a one (1) year renewal option to extend the Term Period to ensure the uninterrupted continuance of professional services to the City**,** and

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The foregoing recitations are true and correct and are incorporated herein by reference.

2. **Term**. Pursuant to Section 2 ("Term") of the Agreement, the Term Period shall be renewed for one (1) year commencing September 17, 2025, and shall remain in full force and effect, unless otherwise extended or terminated in writing. Two (2) one (1) year renewal options remain under the Term.

3. **Effective Date**. This First Amendment shall be effective upon execution by the Parties.

4. **Conflicts/Amendment**. Except as otherwise set forth herein, the terms and conditions of the Agreement, shall remain in full force and effect between the Parties. In the case of a perceived conflict between the terms of the Agreement and this Amendment, this Amendment shall govern.

5. **Counterparts.** The Parties agree for purposes of this Amendment, the Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts. Facsimile and electronic mail copies in "portable document format" (".pdf") form are acceptable and shall constitute effective execution and delivery of this Amendment as to the Parties and may be used in lieu of the original Amendment for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

FIRST AMENDMENT TO THE CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

IN WITNESS WHEREOF, the Parties hereto have accepted, made and executed this Amendment in counterparts, each of which shall be treated as an original upon the terms and conditions stated above.

ATTEST:

_____

Linda Cox, City Clerk

CITY OF FORT PIERCE:

_____

Linda Hudson, Mayor

_____

Date

APPROVED AS TO FORM AND CORRECTNESS:

_____

Sara K. Hedges, Esq., City Attorney

CONSULTANT - TLC ENGINEERING SOLUTIONS, INC.:

By: _____

Print: Justin Mulhollan

Title: Principal/Regional Director

Today's Date: August 18, 2025

CONTINUING CONTRACT FOR

PROFESSIONAL SERVICES

THIS AGREEMENT for PROFESSIONAL SERVICES (hereinafter referred to as "Agreement" or "Contract") is made and entered into this 16 day of September, 2024 by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "City") and **TLC ENGINEERING SOLUTIONS, INC.,** whose principal address is **7370 Cabot Court, Suite 103, Melbourne, FL 32940** (hereinafter referred to as "Consultant").

WHEREAS, pursuant to RFQ No. 2024-005 and Section 287.055, Florida Statutes, the City solicited proposals for non-exclusive continuing contracts to perform professional services; and

WHEREAS, the Consultant is qualified pursuant to Section 287.055, Florida Statutes, to provide services within the scope of practice of **professional engineering services** [insert one of the following: professional architecture, engineering, landscape architecture, or registered surveyor and mapper services] under a continuing contract; and

WHEREAS, at the regularly scheduled meeting on February 20, 2024, the City Commission of the City of Fort Pierce approved the negotiations of a continuing contract and authorized the execution of an agreement for Continuing Professional Services between the City and Consultant; and

WHEREAS, the Consultant is willing and able to render professional services for various projects on an as-needed basis and for the compensation and on the terms hereinafter set forth.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, agreements, terms, and condition contained herein, do agree as follows:

1. SERVICES

The Consultant's responsibility under this Agreement is to provide professional services within the scope of practice of **professional engineering services** [insert one of the following: professional architecture, engineering, landscape architecture, or registered surveyor and mapper services] (hereinafter "professional services").

Consultant represents to the CITY that the professional services to be performed under this Agreement shall be in accordance with the highest standards accepted and established practices and procedures recognized as such in Consultant's trade in general and that Consultant shall conform to this Agreement.

Consultant shall be responsible for the technical accuracy of its professional services and documents resulting therefrom, and City shall not be responsible for discovering deficiencies therein. Consultant shall correct any such deficiencies without

additional compensation or cost to City, except to the extent any such deficiency is directly attributable to deficiencies in City-furnished information.

Consultant shall be responsible for the completeness and accuracy of the work prepared or compiled under Consultant's obligation for each project and shall correct, at Consultant's expense, all errors or omissions therein which may be disclosed. The cost necessary to correct those errors attributable to Consultant and any damage incurred by City as a result of additional costs to City caused by such errors shall be chargeable to Consultant and shall not be considered a cost of the Work. The fact that City has reviewed or approved Consultant's work shall in no way relieve Consultant of any of its responsibilities.

2. TERM

The term of this Agreement shall be for a period of one (1) year beginning on the date first written above, with three (3) one (1) year renewal options available.

3. TECHNICAL AND PROFESSIONAL SERVICES

It shall be the responsibility of the Consultant to work with the City to provide professional services related projects for City. Each project will require a separate Specific Authorization using a form agreed to by both parties. The Specific Authorization shall set out the scope of work, time of performance, compensation schedule for each project, and any other necessary terms.

4. PERIOD OF SERVICE; SPECIFIC AUTHORIZATIONS

A. The Consultant will be available to begin work promptly after receipt of a fully executed copy of this Agreement. It is agreed that this Agreement shall be considered as a continuing contract and work will be initiated on an assignment-by-assignment basis through the execution of a Specific Authorization. The City reserves the right to select the respective Consultant who the City believes is in its best interest to perform the specified work.

B. If the Consultant's professional services called for under this Agreement are delayed for reasons beyond the Consultant's control, the time of performance shall be adjusted appropriately through a Change Order, and only upon agreement by the City to the adjustment and that the reasons were beyond the Consultant's control, as outlined in Paragraph 17, below.

C. Specific work assignments shall be set forth in individual Specific Authorizations, which will be issued to the Consultant. All Specific Authorizations shall be executed on behalf of the City in accordance with the City Purchasing Policy. The Work Assignments shall describe the scope of the work to be performed, cost to perform the work and shall set forth the schedule for completion of the work.

D. The City shall provide all criteria and full information as to City's requirements for the assignment and designate in writing a person with authority to act on City's behalf on all matters concerning this assignment.

5. TIME OF PERFORMANCE

Each project performed pursuant to this Agreement shall be performed in a timely manner without unreasonable delay within the time period identified in the Specific Authorization.

If the work is not fully completed according to the terms of the Agreement and within the time limits stipulated in the individual Specific Authorization, it is hereby acknowledged that the City will suffer damages which are not capable of ascertainment or calculation, and therefore the Consultant shall pay the City liquidated damages, a sum of which will be outlined in each individual Specific Authorization, per day for each day following the required completion date, until the date upon which actual completion occurs.

6. COMPENSATION

The Consultant shall be compensated for all services satisfactorily completed in accordance with the terms and conditions of this Agreement and each work order. All invoices presented to the City for payment shall be on a Request for Payment form approved by the City. Payment for services performed will be processed within forty-five (45) days of receipt and approval of a proper invoice and in accordance with the applicable terms of the Local Government Prompt Payment Act, Sections 218.70-80, Florida Statutes.

7. GENERAL CONDITIONS

A. It is understood and agreed that the Consultant's services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a supplemental agreement may be negotiated between the City and the Consultant describing the services desired and providing a basis for compensation to the Consultant.

B. Upon the Consultant's written request, the City will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the Consultant and City mutually deem necessary; and the Consultant may rely upon same in performing the services required under this Agreement.

8. TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement by Consultant shall act as the execution of as truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete and current at the time of execution of the Agreement. The original Agreement rates and any additions thereto shall be adjusted to exclude any significant sums by which City determines the Agreement rate(s) was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such rate adjustments shall be made within one year following the end of this Agreement.

9. DEFAULT/TERMINATION

A. FOR CAUSE

If either party fails to fulfill its obligations under this Agreement in a timely and proper manner, the other party shall have the right to terminate this Agreement by giving written notice of any deficiency and by allowing the party in default seven (7) calendar days to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this Agreement shall terminate at the expiration of the seven (7) calendar day time period.

With regard to the Consultant, the following items shall be considered a default under this Agreement:

1) If the Consultant should be adjudged bankrupt, or if he, or it, should make a general assignment for the benefit of his, or its, creditors, or if a receiver should be appointed on account of his, or its, insolvency.

2) If the Consultant should persistently or repeatedly refuse or fail, except in cases for which an extension of time is provided, to provide the services contemplated by this Agreement.

3) If the Consultant disregards laws, ordinances, or the instructions of the Project Manager or otherwise is guilty of a substantial violation of the provisions of this Agreement.

In the event of termination, the Consultant shall only be entitled to receive payment for work satisfactorily completed prior to the termination date.

B. WITHOUT CAUSE

Either party may terminate the Agreement without cause at any time upon thirty (30) calendar days prior written notice to the other party. In the event of termination, the

City shall compensate the Consultant for all authorized work satisfactorily performed through the termination date.

10. SUBCONSULTANTS AND SUBCONTRACTORS

In the event the Consultant requires the services of any subconsultant, subcontractor or professional associate in connection with the services to be provided under this Agreement, Consultant shall secure the written approval of City Project Manager before engaging such subconsultant, subcontractor, or professional associate.

If a subconsultant fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subconsultant to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subconsultant by the City. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance any portion of this Agreement as set forth in the Scope of Work.

The Consultant, its subconsultants, agents, servants, or employees agree to be bound by the Terms and Conditions of this Agreement and in the Consultant's agreement with the subconsultant for work to be performed for the City, the Consultant must incorporate the terms of this Agreement.

11. FEDERAL AND STATE TAX

The City is exempt from payment of Florida State Sales and Use Taxes.

The City will sign an exemption certificate submitted by the Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Consultant authorized to use the City's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

12. INSURANCE

CONSULTANT shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the City, the types and amounts of insurance conforming to the minimum requirements set forth herein.

A. EVIDENCE OF INSURANCE

Consultant shall not commence work until the required insurance is in force and evidence of insurance acceptable to the City has been provided to, and approved by, the City. The City at all times reserves the right to request such additional

documentation and evidence of insurance as in its sole discretion it may require and the CONSULTANT hereby agrees to provide same.

With respect to the Workers' Compensation/Employer's Liability Insurance, Professional Liability and Business Auto Liability Insurance, an appropriate Certificate of Insurance (which identifies the project), and a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies), signed by an authorized representative of the insurer(s) shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, an appropriate Certificate of Insurance (which identifies the project) signed by an authorized representative of the insurer, and copies of the actual additional insured and notice of cancellation endorsements as issued on the policy(ies), shall be satisfactory evidence of such insurance.

If the insurance policies expire or terminate during the term of this Agreement Consultant shall provide City with renewal or replacement evidence of the insurance, including endorsements, no less than fifteen (15) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to City, if requested by City, Consultant shall, within thirty (30) days after receipt of a written request from City, provide City with a certified copy or certified copies of the policy or policies providing the coverage required. Consultant may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required.

B. DESCRIPTION OF REQUIRED INSURANCE

Consultant shall be responsible for all damage to person and/or property resulting from its negligent acts, reckless or intentional misconduct, errors or omissions or those of its subcontractors, agents or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.

1) Workers' Compensation/Employer's Liability Insurance

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law.

The policy must be endorsed to waive the insurer's right to subrogate against City, and its officials, officers and employees in the manner which would result from the

attachment of the NCCI Waiver of Our Right to Recover from Others Endorsement (Advisory Form WC 00 03 13) with City, and its officials, officers and employees scheduled thereon.

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	$1,000,000	Each Accident
	$1,000,000	Disease – Policy Limit
	$1,000,000	Disease - Each Employee

2) Commercial General Liability Insurance

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than any endorsements specifically required by ISO or the State of Florida.

The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

Mold, fungus, or bacteria
Terrorism
Silica, asbestos or lead
Sexual molestation

City and its officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured - Owners, Lessees, or Consultant).

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

The minimum limits (inclusive of amounts provided by an umbrella or excess policy):

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

3) Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Work.

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	$1,000,000

4) Professional Liability

Such insurance shall be on a form acceptable to City and shall cover errors and omissions arising out of the provision of the services required by this RFQ. Coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Agreement and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The insurance provided by Consultant shall be endorsed to provide City with 30 days prior written notice of cancellation. A maximum deductible or self-insured retention of $10,000 per claim/occurrence shall be permitted for this coverage.

The minimum amount of coverage (inclusive of any amounts provided by an umbrella or excess policy) shall be no less than:

$3,000,000 Each Claim/Annual Aggregate

5) Miscellaneous Provisions

The insurance provided by Consultant shall apply on a primary basis to any insurance or self-insurance maintained by City. Any insurance, or self-insurance, maintained by City shall be excess of, and shall not contribute with, the insurance provided by Consultant.

Except as otherwise specifically authorized in this Agreement, or for which prior written approval has been obtained hereunder, the insurance maintained by Consultant shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, City may permit the application of a deductible

or permit Consultant to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. In such instances, Consultant shall pay on behalf of CITY or CITY's officials, officers and employees any deductible or self-insured retention applicable to a claim against CITY or CITY's officials, officers and employees.

Compliance with these insurance requirements shall not limit the liability of Consultant. Any remedy provided to City by the insurance provided by Consultant shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Consultant) available to City under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by Consultant shall relieve Consultant from responsibility to provide insurance as required by this Agreement.

Certificates of Insurance must be completed as follows:

Certificate Holder

City of Fort Pierce
Attn: Purchasing Department
P.O. Box 1480
Fort Pierce FL 34954-1480

Additional Insured on the Commercial General Liability:

City of Fort Pierce and its officials, officers, and employees.

13. INDEMNIFICATION

Except for expenses or liabilities arising from the negligence of the City, the Consultant hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this Agreement as follows:

Consultant shall indemnify and hold harmless, to the maximum extent permitted by law, the City and their officials, officers, agents, and employees from and against any and all liability, claims, demands, penalties, court costs, judgments, damages, losses, (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), and costs (including reasonable attorney fees, litigation, arbitration, mediation, appeal expenses) to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Consultant and persons employed by or utilized by the Consultant in Consultant's performance of this Agreement.

Consultant's obligation to indemnify and hold harmless shall remain in effect and shall be binding upon Consultant whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

Consultant's failure to comply with this section's provisions shall constitute a material breach upon which the City may immediately terminate or suspend this Agreement.

The Consultant hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided. It is the specific intent of the parties hereto that the foregoing indemnification complies with Sections 725.06 and 725.08, Florida Statutes (Chapter 725).

14. ASSIGNMENT

The City and Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and permitted assigns of such other party, in respect to all covenants of this Agreement; and, neither the City nor the Consultant will assign or transfer its rights and obligations in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

The Consultant agrees that the persons named in the scope of work shall provide services as described therein. The services of the person(s) so named are a substantial inducement and material consideration for this Agreement. In the event such persons can no longer provide the services required by this Agreement, the Consultant shall immediately notify the City in writing and the City may elect to terminate this Agreement without any liability to the Consultant for unfinished work product. The City may elect to compensate the Consultant for unfinished work product, provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.

15. PUBLIC RECORDS

A. City strictly adheres to all statutes, court decisions, and the opinions of the Florida Attorney General with respect to disclosure of public information under Chapter 119, Florida Statutes. In accordance with Chapter 119, Florida Statutes, Consultant shall comply with all public records laws and specifically:

1. Keep and maintain public records required by City to perform the service.

2. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time as provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Consultant does not transfer the records to City.

4. Upon completion of the Agreement, transfer, at no cost, to City all public records in possession of Consultant or keep and maintain public records required by City to perform the service. If Consultant transfers all public records to City upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.

B. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, lcox@cityoffortpierce.com, 100 North U.S. 1, Fort Pierce, FL 34950.

16. CONFLICT OF INTEREST

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes, to include, but not limited to, Sections 112.311 and 112.313, Florida Statutes. The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the City in writing by certified mail of all potential conflicts of interest prohibited by existing state law for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees

to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall, at his/her option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the Consultant under the terms of this Agreement. If, in the opinion of the City, the prospective business association, interest or circumstance does constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall either not enter into said association or terminate this Agreement with the City prior to entering into said association.

17. EXCUSABLE DELAYS (FORCE MAJEURE)

Neither party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its reasonable control (financial difficulty shall not be considered a cause beyond a party's control) all of which causes herein are called "Force Majeure", including, but without being limited to, strikes, lockouts, or other industrial disturbances; fires; unusual climatic conditions; acts of God; acts of a public enemy; or inability to obtain transportation or necessary materials in the open market. Provided, however, that market conditions, labor conditions, construction industry price trends and similar matters which normally affect the bidding process shall not be considered a Force Majeure. The party unable to perform as a result of force majeure promptly shall notify the other of the beginning and ending of each such period, and City shall compensate Consultant at the rates set forth herein, for the services performed by Consultant hereunder, up to the date of the beginning of such period.

18. PLEDGE OF CREDIT, ARREARS

The Consultant shall not pledge the City's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

19. OWNERSHIP OF DOCUMENTS

All original sketches, tracings, drawings, computations, details, design calculations, and other documents and plans that result from the Consultant's services under this Agreement are and remain the property of the City as instruments of service. The Consultant shall furnish copies to the City upon completion of such documents.

The City shall, at no additional expense, be furnished one (1) set of reproducible copies of any maps and/or drawings prepared for it by the Consultant. Consultant shall likewise submit copies of all field notes, calculation sheets and computer discs to the City.

20. INDEPENDENT CONSULTANT RELATIONSHIP

The relationship of the Consultant to the City will be solely that of a consultant. The Consultant is an independent consultant and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent consultant, between the City and the Consultant, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. The Consultant will provide the professional and technical services required for the successful completion of this Agreement in accordance with practices generally acceptable within the industry and good ethical standards.

21. ATTORNEYS' FEES AND COSTS

In the event of any dispute concerning the terms and conditions of this Agreement or in the event of any action by any party to this Agreement to judicially interpret or enforce this Agreement or any provision hereof, or in any dispute arising in any manner from this Agreement, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses, whether suit be brought or not, and whether any settlement shall be entered in any declaratory action, at trial or on appeal.

22. VERIFICATION OF EMPLOYMENT STATUS

The Consultant agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control act of 1986, of all persons it employs in the performance of this Agreement.

23. PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making this Agreement.

24. AUDIT

The Consultant agrees that the City or any of its duly authorized representatives shall, until the expiration of at least three years, or as otherwise applicable under law, after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Consultant involving transactions related to this Agreement. The Consultant agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which

are found based on audit examination not to constitute allowable costs under this Agreement. The Consultant shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, or as otherwise applicable under law.

25. NON DISCRIMINATION

The Consultant covenants and agrees that the Consultant shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex or physical handicaps (except where based on a bona fide occupational qualification); or because of marital status, race, color, religion, national origin or ancestry.

26. AUTHORITY TO PRACTICE

The City represents that it is a political subdivision of the State of Florida with the authority to engage the professional and to accept the obligation for payment for the services.

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative on an annual basis.

27. SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

28. FLORIDA CONTRACTS

WHERE APPLICABLE AND PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

29. COMPLETE AGREEMENT

This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The Consultant recognizes that any representations, statements or negotiations made by the City staff do not suffice to legally bind the City in a contractual relationship unless they have been reduced to writing, authorized, and signed by an authorized City representative. This Agreement shall bind the parties, their assigns, and successors in interest.

30. AMENDMENT

This Agreement may be amended only with the written approval and agreement of the parties.

31. MODIFICATIONS OF WORK

The City reserves the right to make changes in Scope of Work, including alterations, reductions therein, or additions thereto. Upon receipt by the Consultant of the City's notification of a contemplated change, the Consultant shall, in writing:

A. Provide a detailed estimate for the increase or decrease in cost due to the contemplated change,

B. Notify the City of any estimated change in the completion date, and

C. Advise the City if the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules of this Agreement.

If the City so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the City shall initiate an Agreement Amendment or Change Orderand the Consultant shall not commence work on any such change until the authorized representative for the City signs such written Amendment.

32. NOTICE

All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service or mailed certified mail (postage prepaid) return receipt requested, addressed to:

City:
CITY OF FORT PIERCE
Attn: Purchasing Division
100 N. U.S. Highway 1
Fort Pierce, FL 34950

Consultant:
TLC ENFINEERING SOLUTIONS, INC.
7370 Cabot Court, Suite 103
Melbourne, FL 32940

With a Copy to:
City Attorney
City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950

As to the Consultant or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

Should City or Consultant have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box.

33. CAPTIONS AND HEADINGS

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

34. WAIVER

No waiver by the City of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by of the same, or any other provision or the enforcement thereof. City's consent to or approval of any act by Consultant requiring consent or approval shall not be deemed to render unnecessary the obtaining of City's consent to or approval of any subsequent act by Consultant requiring consent or approval, whether or not similar to the act so consented or approved.

35. COMPLIANCE WITH LAWS

The Consultant, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Agreement. The City undertakes no duty to ensure such compliance, but will attempt to advise Consultant, upon request, as to any such laws of which it has present knowledge.

36. INTERPRETATION; CONTROLLING LAW; VENUE

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. The laws of the State of Florida shall govern this Agreement and all interpretations thereof. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in St. Lucie County, to include the Nineteenth Judicial Circuit of Florida for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

37. DISPUTE RESOLUTION

Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the Consultant and the City or its Project Manager. At all times, the Consultant shall carry on the work and maintain its progress schedule in accordance with the requirements of the Agreement and the determination of the City or its representatives, pending resolution of the dispute. The City Manager who shall reduce the decision to writing shall decide any dispute, which is not resolved by mutual agreement. The decision of the City shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

38. ANTITRUST ASSIGNMENT

The Consultant, the City, and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida and local governments. Therefore, the Consultant assigns to the State of Florida and the City any and all claims for such overcharges as to goods, materials or services purchased in connection with the Agreement.

39. CONFIDENTIALITY

Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by City or other information to which Consultant has had access during the term of this Agreement without the prior written approval of the City during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

Consultant shall consider all information provided by City and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the

Consultant's performance of the services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the City, in response to legal process, or in accordance with applicable law.

40. E-VERIFY

All requirements of Section 448.095, Florida Statutes, shall be complied with by Consultant. In accordance with, Section 448.095, Florida Statutes, Consultant shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Consultant enters into a contract with a subcontractor performing work or providing services on its behalf, Consultant shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. Consultant shall, upon request, provide evidence of compliance with this provision to the City. A contract terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the City terminates this contract with a contractor, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. Consultant is liable for any additional costs incurred by the City as a result of the termination of this contract under Section 448.095, Florida Statutes.

41. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

CONTINUING CONTRACT FOR

PROFESSIONAL SERVICES

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement in counterparts each of which shall be treated as an original upon the terms and conditions above stated.

ATTEST:

Linda Cox, City Clerk

CITY OF FORT PIERCE:

Linda Hudson, Mayor

10/15/24

Date

APPROVED AS TO FORM CORRECTNESS:

By: _____

Sara Hedges, City Attorney

CONSULTANT:

By: _____

Print: Justin Mulhollan

Title: Principal / Regional Director

Today's Date: September 30, 2024

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name: TLC Engineering Solutions, Inc.

Authorized Representative's Name and Title: Justin Mulhollan, PE, Principal/Regional Director

Address: 7370 Cabot Court, Suite 103

City: Melbourne State: FL Zip Code: 32940

Phone Number: (321) 877-4261 Email Address: justin.mulhollan@tlc-eng.com

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____ Justin Mulhollan, PE, Principal/Regional Director 10/14/2024
Authorized Signature Printed Name and Title Date

STATE OF FLORIDA
COUNTY OF Brevard

Sworn (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization

this 14 day of October, 20 24 by Justin Mulhollan, who is

☒ personally known or
☐ produced identification (ID produced: _____).

Notary Public Signature: Danielle Eberhardt (Seal)

Print Name: Danielle Eberhardt My Commission Expires: 10/16/2025

NOTARY PUBLIC
Expires
10/16/2025
Danielle Eberhardt
My Commission
HH 179522
STATE OF FLORIDA

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: AWILDA COLON, REDEVELOPMENT ASSISTANT, COMMUNITY AND ECONOMIC DEV

FROM: CAMILLE WALLACE, ESQ., SENIOR ASSISTANT CITY ATTORNEY CAW

THROUGH: SARA HEDGES, CITY ATTORNEY SH

CAO RLS# / RE: AMENDMENT NO. 1 – CONTINUING SERVICES CONTRACTS FOR PROFESSIONAL SERVICES:

RLS#244	Architect Design Collaborative	RLS#245	GFA INTERNATIONAL D/B/A UNIVERSAL ENGINEERING SCIENCES	RLS#246	EXP U.S. SERVICES, INC
RLS#247	DON BERGMAN ARCHITECTURE LLC	RLS#248	CAPE DESIGN ENGINEERING INC	RLS#249	BCER ENGINEERING INC
RLS#250	SGM ENGINEERING INC	RLS#251	ROYAL CONSULTING SERVICES INC.	RLS#252	TLC ENGINEERING SOLUTIONS INC.
RLS#253	COTLEUR & HEARING	RLS#254	MBV ENGINEERING INC.	RLS#261	INSPIRE PLACEMAKING COLLECTIVE INC

DATE: AUGUST 13, 2025

I have reviewed the above Request for Legal Services (RLS) related to Amendment No 1 to the Continuing Services Contract for Professional Services between the City of Fort Pierce and the above-named Consultants. Please note the following comments:

1. Each Amendment has been revised to reflect the procurement and agreement history.
2. Each Amendment has been revised to reflect the new Term Period and remaining renewals thereafter.
3. A redlined version of the Amendment for Architect Design Collaborative has been included with this Memo so changes made to all the other Amendments can be tracked.
4. The Amendment for Cape Design Engineering reflects the Consultant's legal name per Sunbiz records.
5. The Amendment for Cotleur & Hearing reflects the Consultant's legal name per Sunbiz records.
6. A clean version of each Amendment is included with this Memo which I recommend for template use for future Amendments.
7. All Amendments are approved as to form and correctness.
8. Recommendation: The Department should place all Amendments on the Commission consent Agenda for review and approval *prior* to execution.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail. Thank you.

City Commission Regular Meeting - 5:05 PM **11. P.**

Meeting Date: 09/02/2025

Re: Approval of Amendment No. 1 to Amended Continuing Services Agreement for a One Year Renewal with EXP U.S. Services, Inc.

Submitted For: Shyanne Harnage, Director, Community and Economic Dev

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SUBJECT:

Approval of Amendment No. 1 to the Amended Continuing Services Agreement for a One-Year Renewal with EXP U.S. Services, Inc. for Professional Architecural and Engineering Services

SUMMARY:

Pursuant to the Amended Continuing Services Agreement executed on September 16, 2024, the agreement includes three (3) one-year renewal options. Amendment No. 1 has been submitted to exercise the initial one-year renewal and ensure continuity of professional services without interruption.

RECOMMENDATION:

Staff recommends approval of a one-year renewal with EXP U.S. Services, Inc.

ALTERNATIVES:

Do not approve amendment and allow the contracts to expire, requiring a new solicitation before additional work can be assigned.

RESPONSIBLE STAFF:

Shyanne Harnage, Director, Community & Economic Development

COORDINATED WITH:

Gelencia Carter, Manager, Purchasing
Sara Hedges, City Attorney

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	N/A
Account:	N/A
Amount:	N/A

FISCAL IMPACT:

There is no fiscal impact associated with this amendment to the continuing contract at this time. Subsequent project agreements/specific authorizations will go before the City Commission/FPRA Board for approval with associated scope and funding.

Attachments

Amendment No. 1

Executed Amended Agreement

City Attorney Memo

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	08/25/2025 05:08 PM
City Manager	Richard Chess	08/27/2025 10:11 AM
Form Started By: Awilda Colon		Started On: 08/18/2025 09:13 AM
Final Approval Date: 08/27/2025		

FIRST AMENDMENT TO THE AMENDED CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

This First Amendment to the Amended Continuing Contract for Professional Services Agreement (hereinafter referred to as the "Amendment") is made and entered into this ____ day of _____, 20___ by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "City") and **EXP U.S., SERVICES, INC.**, whose local principal address is **2601 Westhall Lane, Maitland, FL 32751** (hereinafter referred to as "Consultant")(hereinafter referred to collectively as the "Parties").

RECITALS:

WHEREAS, on July 15, 2024, the Parties entered into an agreement pursuant to RFQ 2024-005 and Section 287.055, Florida Statutes, for nonexclusive continuing contracts to perform professional services; and

WHEREAS, on September 16, 2024, the Parties entered an Amended Continuing Contract for Professional Services to revise the terms and conditions (hereinafter referred to as the "Agreement"); and

WHEREAS, the Parties now mutually desire to amend the Agreement to exercise a one (1) year renewal option to extend the Term Period to ensure the uninterrupted continuance of professional services to the City**,** and

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The foregoing recitations are true and correct and are incorporated herein by reference.

2. **Term**. Pursuant to Section 2 ("Term") of the Agreement, the Term Period shall be renewed for one (1) year commencing September 17, 2025, and shall remain in full force and effect, unless otherwise extended or terminated in writing. Two (2) one (1) year renewal options remain under the Term.

3. **Effective Date**. This First Amendment shall be effective upon execution by the Parties.

4. **Conflicts/Amendment**. Except as otherwise set forth herein, the terms and conditions of the Agreement, shall remain in full force and effect between the

Parties. In the case of a perceived conflict between the terms of the Agreement and this Amendment, this Amendment shall govern.

5. **Counterparts.** The Parties agree for purposes of this Amendment, the Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts. Facsimile and electronic mail copies in “portable document format” (“.pdf”) form are acceptable and shall constitute effective execution and delivery of this Amendment as to the Parties and may be used in lieu of the original Amendment for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

FIRST AMENDMENT TO THE AMENDED CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

IN WITNESS WHEREOF, the Parties hereto have accepted, made and executed this Amendment in counterparts, each of which shall be treated as an original upon the terms and conditions stated above.

ATTEST:

_____
Linda Cox, City Clerk

CITY OF FORT PIERCE:

_____
Linda Hudson, Mayor

_____
Date

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
Sara Hedges, City Attorney

CONSULTANT- EXP U.S., SERVICES, INC.:

By: _____

Print: John L Flint

Title: Executive Vice President

Today's Date: 15 August 2025

AMENDED CONTINUING CONTRACT FOR

PROFESSIONAL SERVICES

THIS AGREEMENT for PROFESSIONAL SERVICES (hereinafter referred to as "Agreement" or "Contract") is made and entered into this 16 day of September, 2024 by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "City") and **EXP U.S. SERVICES, INC.** whose principal address is **2601 Westhall Lane, Maitland, FL 32751** (hereinafter referred to as "Consultant").

WHEREAS, pursuant to RFQ No. 2024-005 and Section 287.055, Florida Statutes, the City solicited proposals for non-exclusive continuing contracts to perform professional services; and

WHEREAS, the Consultant is qualified pursuant to Section 287.055, Florida Statutes, to provide services within the scope of practice of **professional architecture and professional engineering** under a continuing contract; and

WHEREAS, at the regularly scheduled meeting on February 20, 2024, the City Commission of the City of Fort Pierce approved the negotiations of a continuing contract and authorized the execution of an agreement for Continuing Professional Services between the City and Consultant; and

WHEREAS, a previous continuing contract for professional services was executed on July 15, 2024, the terms of which have been updated, and the previously-executed contract is hereby replaced in its entirety with this Amended Continuing Contract for Professional Services; and

WHEREAS, the Consultant is willing and able to render professional services for various projects on an as-needed basis and for the compensation and on the terms hereinafter set forth.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, agreements, terms, and condition contained herein, do agree as follows:

1. SERVICES

The Consultant's responsibility under this Agreement is to provide professional services within the scope of practice of **professional architecture and professional engineering** (hereinafter "professional services").

Consultant represents to the City that the professional services to be performed under this Agreement shall be in accordance with the highest standards accepted and established practices and procedures recognized as such in Consultant's trade in general and that Consultant shall conform to this Agreement.

Consultant shall be responsible for the technical accuracy of its professional services and documents resulting therefrom, and City shall not be responsible for

discovering deficiencies therein. Consultant shall correct any such deficiencies without additional compensation or cost to City, except to the extent any such deficiency is directly attributable to deficiencies in City-furnished information.

Consultant shall be responsible for the completeness and accuracy of the work prepared or compiled under Consultant's obligation for each project and shall correct, at Consultant's expense, all errors or omissions therein which may be disclosed. The cost necessary to correct those errors attributable to Consultant and any damage incurred by City as a result of additional costs to City caused by such errors shall be chargeable to Consultant and shall not be considered a cost of the Work. The fact that City has reviewed or approved Consultant's work shall in no way relieve Consultant of any of its responsibilities.

2. TERM

The term of this Agreement shall be for a period of one (1) year beginning on the date first written above, with three (3) one (1) year renewal options available.

3. TECHNICAL AND PROFESSIONAL SERVICES

It shall be the responsibility of the Consultant to work with the City to provide professional services related projects for City. Each project will require a separate Specific Authorization using a form agreed to by both parties. The Specific Authorization shall set out the Scope of Work, time of performance, compensation schedule for each project, and any other necessary terms.

4. PERIOD OF SERVICE; SPECIFIC AUTHORIZATIONS

A. The Consultant will be available to begin work promptly after receipt of a fully executed copy of this Agreement. It is agreed that this Agreement shall be considered as a continuing contract and work will be initiated on an assignment-by-assignment basis through the execution of a Specific Authorization. The City reserves the right to select the respective Consultant who the City believes is in its best interest to perform the specified work.

B. If the Consultant's professional services called for under this Agreement are delayed for reasons beyond the Consultant's control, the time of performance shall be adjusted appropriately through a Change Order, and only upon agreement by the City to the adjustment and that the reasons were beyond the Consultant's control, as outlined in Paragraph 17, below.

C. Specific work assignments shall be set forth in individual Specific Authorizations, which will be issued to the Consultant. All Specific Authorizations shall be executed on behalf of the City in accordance with the City Purchasing Policy. The Specific Authorizations shall describe the scope of the work to be performed, cost to perform the work and shall set forth the schedule for completion of the work.

D. The City shall provide all criteria and full information as to City's requirements for the assignment and designate in writing a person with authority to act on City's behalf on all matters concerning this assignment.

5. TIME OF PERFORMANCE

Each project performed pursuant to this Agreement shall be performed in a timely manner without unreasonable delay within the time period identified in the Specific Authorization.

If the work is not fully completed according to the terms of the Agreement and within the time limits stipulated in the individual Specific Authorization, it is hereby acknowledged that the City will suffer damages which are not capable of ascertainment or calculation, and therefore the Consultant shall pay the City liquidated damages, a sum of which will be outlined in each individual Specific Authorization, per day for each day following the required completion date, until the date upon which actual completion occurs.

6. COMPENSATION

The Consultant shall be compensated for all services satisfactorily completed in accordance with the terms and conditions of this Agreement and each Specific Authorization. All invoices presented to the City for payment shall be on a Request for Payment form approved by the City. Payment for services performed will be processed within forty-five (45) days of receipt and approval of a proper invoice and in accordance with the applicable terms of the Local Government Prompt Payment Act, Sections 218.70-80, Florida Statutes.

7. GENERAL CONDITIONS

A. It is understood and agreed that the Consultant's services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a supplemental agreement may be negotiated between the City and the Consultant describing the services desired and providing a basis for compensation to the Consultant.

B. Upon the Consultant's written request, the City will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the Consultant and City mutually deem necessary; and the Consultant may rely upon same in performing the services required under this Agreement.

8. TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete and current at the time of execution of the Agreement. The original Agreement rates and any additions thereto shall be adjusted to exclude any significant sums by which City determines the Agreement rate(s) was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such rate adjustments shall be made within one year following the end of this Agreement.

9. DEFAULT/TERMINATION

A. FOR CAUSE

If either party fails to fulfill its obligations under this Agreement in a timely and proper manner, the other party shall have the right to terminate this Agreement by giving written notice of any deficiency and by allowing the party in default seven (7) calendar days to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this Agreement shall terminate at the expiration of the seven (7) calendar day time period.

With regard to the Consultant, the following items shall be considered a default under this Agreement:

1) If the Consultant should be adjudged bankrupt, or if he, or it, should make a general assignment for the benefit of his, or its, creditors, or if a receiver should be appointed on account of his, or its, insolvency.

2) If the Consultant should persistently or repeatedly refuse or fail, except in cases for which an extension of time is provided, to provide the services contemplated by this Agreement.

3) If the Consultant disregards laws, ordinances, or the instructions of the Project Manager or otherwise is guilty of a substantial violation of the provisions of this Agreement.

In the event of termination, the Consultant shall only be entitled to receive payment for work satisfactorily completed prior to the termination date.

B. WITHOUT CAUSE

Either party may terminate the Agreement without cause at any time upon thirty (30) calendar days prior written notice to the other party. In the event of termination, the

City shall compensate the Consultant for all authorized work satisfactorily performed through the termination date.

10. SUBCONSULTANTS AND SUBCONTRACTORS

In the event the Consultant requires the services of any subconsultant, subcontractor or professional associate in connection with the services to be provided under this Agreement, Consultant shall secure the written approval of City Project Manager before engaging such subconsultant, subcontractor, or professional associate.

If a subconsultant fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subconsultant to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subconsultant by the City. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance of any portion of this Agreement as set forth in the Scope of Work.

The Consultant, its subconsultants, agents, servants, or employees agree to be bound by the Terms and Conditions of this Agreement and in the Consultant's agreement with the subconsultant for work to be performed for the City, the Consultant must incorporate the terms of this Agreement.

11. FEDERAL AND STATE TAX

The City is exempt from payment of Florida State Sales and Use Taxes.

The City will sign an exemption certificate submitted by the Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Consultant authorized to use the City's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

12. INSURANCE

Consultant shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the City, the types and amounts of insurance conforming to the minimum requirements set forth herein.

A. EVIDENCE OF INSURANCE

Consultant shall not commence work until the required insurance is in force and evidence of insurance acceptable to the City has been provided to, and approved by, the City. The City at all times reserves the right to request such additional

documentation and evidence of insurance as in its sole discretion it may require and the Consultant hereby agrees to provide same.

With respect to the Workers' Compensation/Employer's Liability Insurance, Professional Liability and Business Auto Liability Insurance, an appropriate Certificate of Insurance (which identifies the project), and a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies), signed by an authorized representative of the insurer(s) shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, an appropriate Certificate of Insurance (which identifies the project) signed by an authorized representative of the insurer, and copies of the actual additional insured and notice of cancellation endorsements as issued on the policy(ies), shall be satisfactory evidence of such insurance.

If the insurance policies expire or terminate during the term of this Agreement Consultant shall provide City with renewal or replacement evidence of the insurance, including endorsements, no less than fifteen (15) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to City, if requested by City, Consultant shall, within thirty (30) days after receipt of a written request from City, provide City with a certified copy or certified copies of the policy or policies providing the coverage required. Consultant may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required.

B. DESCRIPTION OF REQUIRED INSURANCE

Consultant shall be responsible for all damage to person and/or property resulting from its negligent acts, reckless or intentional misconduct, errors or omissions or those of its subcontractors, agents or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.

1) Workers' Compensation/Employer's Liability Insurance

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law.

The policy must be endorsed to waive the insurer’s right to subrogate against City, and its officials, officers and employees in the manner which would result from the

attachment of the NCCI Waiver of Our Right to Recover from Others Endorsement (Advisory Form WC 00 03 13) with City, and its officials, officers and employees scheduled thereon.

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	$1,000,000	Each Accident
	$1,000,000	Disease – Policy Limit
	$1,000,000	Disease - Each Employee

2) Commercial General Liability Insurance

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than any endorsements specifically required by ISO or the State of Florida.

The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

Mold, fungus, or bacteria
Terrorism
Silica, asbestos or lead
Sexual molestation

City and its officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured - Owners, Lessees, or Consultant).

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

The minimum limits (inclusive of amounts provided by an umbrella or excess policy):

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

3) Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Work.

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	$1,000,000

4) Professional Liability

Such insurance shall be on a form acceptable to City and shall cover errors and omissions arising out of the provision of the services required by this RFQ. Coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Agreement and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The insurance provided by Consultant shall be endorsed to provide City with 30 days prior written notice of cancellation. A maximum deductible or self-insured retention of $10,000 per claim/occurrence shall be permitted for this coverage.

The minimum amount of coverage (inclusive of any amounts provided by an umbrella or excess policy) shall be no less than:

$3,000,000 Each Claim/Annual Aggregate

5) Miscellaneous Provisions

The insurance provided by Consultant shall apply on a primary basis to any insurance or self-insurance maintained by City. Any insurance, or self-insurance, maintained by City shall be excess of, and shall not contribute with, the insurance provided by Consultant.

Except as otherwise specifically authorized in this Agreement, or for which prior written approval has been obtained hereunder, the insurance maintained by Consultant shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, City may permit the application of a deductible

or permit Consultant to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. In such instances, Consultant shall pay on behalf of City or City's officials, officers and employees any deductible or self-insured retention applicable to a claim against City or City's officials, officers and employees.

Compliance with these insurance requirements shall not limit the liability of Consultant. Any remedy provided to City by the insurance provided by Consultant shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Consultant) available to City under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by Consultant shall relieve Consultant from responsibility to provide insurance as required by this Agreement.

Certificates of Insurance must be completed as follows:

Certificate Holder

City of Fort Pierce
Attn: Purchasing Department
P.O. Box 1480
Fort Pierce FL 34954-1480

Additional Insured on the Commercial General Liability:

City of Fort Pierce and its officials, officers, and employees.

13. INDEMNIFICATION

Except for expenses or liabilities arising from the negligence of the City, the Consultant hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this Agreement as follows:

Consultant shall indemnify and hold harmless, to the maximum extent permitted by law, the City and their officials, officers, agents, and employees from and against any and all liability, claims, demands, penalties, court costs, judgments, damages, losses, (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), and costs (including reasonable attorney fees, litigation, arbitration, mediation, appeal expenses) to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Consultant and persons employed by or utilized by the Consultant in Consultant’s performance of this Agreement.

Consultant's obligation to indemnify and hold harmless shall remain in effect and shall be binding upon Consultant whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

Consultant's failure to comply with this section's provisions shall constitute a material breach upon which the City may immediately terminate or suspend this Agreement.

The Consultant hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided. It is the specific intent of the parties hereto that the foregoing indemnification complies with Sections 725.06 and 725.08, Florida Statutes (Chapter 725).

14. ASSIGNMENT

The City and Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and permitted assigns of such other party, in respect to all covenants of this Agreement; and, neither the City nor the Consultant will assign or transfer its rights and obligations in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

The Consultant agrees that the persons named in the Scope of Work shall provide services as described therein. The services of the person(s) so named are a substantial inducement and material consideration for this Agreement. In the event such persons can no longer provide the services required by this Agreement, the Consultant shall immediately notify the City in writing and the City may elect to terminate this Agreement without any liability to the Consultant for unfinished work product. The City may elect to compensate the Consultant for unfinished work product, provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.

15. PUBLIC RECORDS

A. City strictly adheres to all statutes, court decisions, and the opinions of the Florida Attorney General with respect to disclosure of public information under Chapter 119, Florida Statutes. In accordance with Chapter 119, Florida Statutes, Consultant shall comply with all public records laws and specifically:

1. Keep and maintain public records required by City to perform the service.

2. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time as provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Consultant does not transfer the records to City.

4. Upon completion of the Agreement, transfer, at no cost, to City all public records in possession of Consultant or keep and maintain public records required by City to perform the service. If Consultant transfers all public records to City upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.

B. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, lcox@cityoffortpierce.com, 100 North U.S. 1, Fort Pierce, FL 34950.

16. CONFLICT OF INTEREST

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes, to include, but not limited to, Sections 112.311 and 112.313, Florida Statutes. The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the City in writing by certified mail of all potential conflicts of interest prohibited by existing state law for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees

to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall, at his option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the Consultant under the terms of this Agreement. If, in the opinion of the City, the prospective business association, interest or circumstance does constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall either not enter into said association or terminate this Agreement with the City prior to entering into said association.

17. EXCUSABLE DELAYS (FORCE MAJEURE)

Neither party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its reasonable control (financial difficulty shall not be considered a cause beyond a party's control) all of which causes herein are called "Force Majeure", including, but without being limited to, strikes, lockouts, or other industrial disturbances; fires; unusual climatic conditions; acts of God; acts of a public enemy; or inability to obtain transportation or necessary materials in the open market. Provided, however, that market conditions, labor conditions, construction industry price trends and similar matters which normally affect the bidding process shall not be considered a Force Majeure. The party unable to perform as a result of force majeure promptly shall notify the other of the beginning and ending of each such period, and City shall compensate Consultant at the rates set forth herein, for the services performed by Consultant hereunder, up to the date of the beginning of such period.

18. PLEDGE OF CREDIT, ARREARS

The Consultant shall not pledge the City's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

19. OWNERSHIP OF DOCUMENTS

All original sketches, tracings, drawings, computations, details, design calculations, and other documents and plans that result from the Consultant's services under this Agreement are and remain the property of the City as instruments of service. The Consultant shall furnish copies to the City upon completion of such documents.

The City shall, at no additional expense, be furnished one (1) set of reproducible copies of any maps and/or drawings prepared for it by the Consultant. Consultant shall likewise submit copies of all field notes, calculation sheets and computer discs to the City.

20. INDEPENDENT CONSULTANT RELATIONSHIP

The relationship of the Consultant to the City will be solely that of a consultant. The Consultant is an independent consultant and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent consultant, between the City and the Consultant, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. The Consultant will provide the professional and technical services required for the successful completion of this Agreement in accordance with practices generally acceptable within the industry and good ethical standards.

21. ATTORNEYS' FEES AND COSTS

In the event of any dispute concerning the terms and conditions of this Agreement or in the event of any action by any party to this Agreement to judicially interpret or enforce this Agreement or any provision hereof, or in any dispute arising in any manner from this Agreement, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses, whether suit be brought or not, and whether any settlement shall be entered in any declaratory action, at trial or on appeal.

22. VERIFICATION OF EMPLOYMENT STATUS

The Consultant agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

23. PROHIBITION AGAINST CONTINGENT FEES

Per Section 287.055(6)(a), Florida Statutes, “The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.”

24. AUDIT

The Consultant agrees that the City or any of its duly authorized representatives shall, until the expiration of at least three years, or as otherwise applicable under law, after expenditure of funds under this Agreement, have access to and the right to examine

any directly pertinent books, documents, papers, and records of the Consultant involving transactions related to this Agreement. The Consultant agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found based on audit examination not to constitute allowable costs under this Agreement. The Consultant shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, or as otherwise applicable under law.

25. NON DISCRIMINATION

The Consultant covenants and agrees that the Consultant shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race or color; or, except where based on a bona fide occupational qualification, because of religion, sex, condition of pregnancy, national origin, age, handicap, or marital status.

26. AUTHORITY TO PRACTICE

The City represents that it is a political subdivision of the State of Florida with the authority to engage the professional and to accept the obligation for payment for the services.

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative on an annual basis.

27. SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

28. FLORIDA CONTRACTS

WHERE APPLICABLE AND PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL

EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

29. COMPLETE AGREEMENT

This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The Consultant recognizes that any representations, statements or negotiations made by the City staff do not suffice to legally bind the City in a contractual relationship unless they have been reduced to writing, authorized, and signed by an authorized City representative. This Agreement shall bind the parties, their assigns, and successors in interest.

30. AMENDMENT

This Agreement may be amended only with the written approval and agreement of the parties.

31. MODIFICATIONS OF WORK

The City reserves the right to make changes in Scope of Work, including alterations, reductions therein, or additions thereto. Upon receipt by the Consultant of the City's notification of a contemplated change, the Consultant shall, in writing:

A. Provide a detailed estimate for the increase or decrease in cost due to the contemplated change,

B. Notify the City of any estimated change in the completion date, and

C. Advise the City if the contemplated change shall affect the Consultant’s ability to meet the completion dates or schedules of this Agreement.

If the City so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the City shall initiate an Agreement Amendment or Change Order and the Consultant shall not commence work on any such change until the authorized representative for the City signs such written Amendment.

32. NOTICE

All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the

person giving such notice) hand delivered by messenger or courier service or mailed certified mail (postage prepaid) return receipt requested, addressed to:

City:
CITY OF FORT PIERCE
Attn: Purchasing Department
100 N. US Highway 1
Fort Pierce, FL 34950

Consultant:
EXP U.S. SERVICES, INC.
2601 Westhall Lane
Maitland, FL 32751

With a Copy to:
City Attorney
City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

Should City or Consultant have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box.

33. CAPTIONS AND HEADINGS

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

34. WAIVER

No waiver by the City of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach of the same, or any other provision or the enforcement thereof. City's consent to or approval of any act by Consultant requiring consent or approval shall not be deemed to render unnecessary the obtaining of City's consent to or approval of any subsequent act by Consultant requiring consent or approval, whether or not similar to the act so consented or approved.

35. COMPLIANCE WITH LAWS

The Consultant, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Agreement. The City undertakes no duty to ensure such compliance, but will attempt to advise Consultant, upon request, as to any such laws of which it has present knowledge.

36. INTERPRETATION; CONTROLLING LAW; VENUE

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. The laws of the State of Florida shall govern this Agreement and all interpretations thereof. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in St. Lucie County, to include the Nineteenth Judicial Circuit of Florida for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

37. DISPUTE RESOLUTION; WAIVER OF JURY TRIAL

Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the Consultant and the City or its Project Manager. At all times, the Consultant shall carry on the work and maintain its progress schedule in accordance with the requirements of the Agreement and the determination of the City or its representatives, pending resolution of the dispute. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in St. Lucie County, Florida. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. **TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.**

38. ANTITRUST ASSIGNMENT

The Consultant, the City, and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida and local governments. Therefore, the Consultant assigns to the State of Florida and the City any and all claims for such overcharges as to goods, materials or services purchased in connection with the Agreement.

39. CONFIDENTIALITY

Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by City or other information to which Consultant has had access during the term of this Agreement without the prior written approval of the City during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

Consultant shall consider all information provided by City and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the Consultant's performance of the services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the City, in response to legal process, or in accordance with applicable law.

40. E-VERIFY

All requirements of Section 448.095, Florida Statutes, shall be complied with by Consultant. In accordance with, Section 448.095, Florida Statutes, Consultant shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Consultant enters into a contract with a subcontractor performing work or providing services on its behalf, Consultant shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. Consultant shall, upon request, provide evidence of compliance with this provision to the City. A contract terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the City terminates this contract with a contractor, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. Consultant is liable for any additional costs incurred by the City as a result of the termination of this contract under Section 448.095, Florida Statutes.

41. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

CONTINUING CONTRACT FOR

PROFESSIONAL SERVICES

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement in counterparts each of which shall be treated as an original upon the terms and conditions above stated.

ATTEST:

Linda W. Cox

Linda Cox, City Clerk

CITY OF FORT PIERCE:

Linda Hudson

Linda Hudson, Mayor

10/15/24

Date

APPROVED AS TO FORM CORRECTNESS:

By: _____

Sara Hedges, City Attorney

CONSULTANT:

By: _____

Print: Patrick Russell, PE

Title: Representative | Project Manager

Today's Date: September 24, 2024

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name: EXP U.S. Services, Inc.

Authorized Representative's Name and Title: Patrick Russell; Representative/Project Manager

Address: 2601 Westhall Ln, Maitland, FL 32751

City: Maitland State: FL Zip Code: 32751

Phone Number: (904) 540-4622 Email Address: Patrick.Russell@exp.com

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By:	Patrick Russell; Representative/Project Manager	September 25, 2024
Authorized Signature	Printed Name and Title	Date

STATE OF FLORIDA
COUNTY OF Flagler

Sworn (or affirmed) and subscribed before me by means of ☐ physical presence or ☒ online notarization

this 25 day of September, 20 24 by Patrick Russell, who is

☒ personally known or
☐ produced identification (ID produced: _____).

Notary Public Signature: _____ (Seal)

Print Name: Brianna Katherine Gagliardi My Commission Expires: 7/7/2025

BRIANNA KATHERINE GAGLIARDI
MY COMMISSION # HH 150113
EXPIRES: July 7, 2025
Bonded Thru Notary Public Underwriters

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

NOTICE OF AWARD

Date: June 24, 2024

To: EXP U.S. Services, Inc.
2601 Westhall Lane
Maitland, FL 32751
Attn: Patrick J. Russell, Representative/Project Manager

Solicitation: Miscellaneous Professional Continuing Services
RFQ No. 2024-005

Solicitation Due Date: 3:00 PM, Tuesday, November 14, 2023

Approval Date: City Commission approved on February 20, 2024

You are hereby notified that your firm has been approved as one of the City's Miscellaneous Professional Continuing Services providers on the solicitation noted above. Upon compliance with the conditions precedent to be fulfilled by you within the time specified, the Agreement will be executed and delivered to you. Enclosed are the following:

Item
Notice of Award
Agreement between City and Contractor
Certification of Nonsegregated Facilities
Non-Collusion Affidavit for Prime Bidder

Please take the following actions:

1. Execute Agreement and Notice of Award.

2. Have your insurance company complete Certificates of Insurance and Endorsements, see Section 12 of the contract.

3. Form CG 20 10: Please provide a copy of the actual endorsement issued to the policy, Form CG 20 10, which affords the required additional insured coverage. Please return all documents with acceptance of award.

4. Return enclosed no later than Wednesday, June 26, 2024, via email to:

Gelencia Carter, Purchasing Manager gcarter@cityoffortpierce.com
Carbon copy: purchasingdivision@cityoffortpierce.com

The contract documents must be signed by one of the officers registered with the State of Florida on the attached list; if not on list, provide a letter or copy of corporate resolution authorizing the individual to sign contract documents on behalf of the corporation.

We will return a fully executed copy of the Contract Documents , to your attention.

OWNER:
CITY OF FORT PIERCE
100 North U.S. Highway 1
Fort Pierce, FL 34950

BY: Gelencia Carter
Gelencia Carter, MPA, Purchasing Manager

Date: 6/24/24

ACKNOWLEDGE RECEIPT OF NOTICE:

CONTRACTOR:
EXP U.S. SERVICES, INC.

BY: Patrick Russell, PE

Municipal Project Manager
Title

June 24, 2024
Date

CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for PROFESSIONAL SERVICES is made and entered into this 15th day of July, 2024 by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "City", and EXP U.S. Services, inc., whose principal address is 2601 Westhall Lane Maitland, FL 32751 hereinafter referred to as "Consultant".

WHEREAS, pursuant to RFQ No. 2024-005 and Section 287.055, Florida Statutes, the City solicited proposals for non-exclusive contracts to perform professional engineering services with qualified firms for the performance of these services; and,

WHEREAS, at the regularly scheduled meeting on February 20, 2024, the Fort Pierce City Commission approved the negotiations of a continuing contract and authorized the execution of an agreement for Continuing Professional Services between City and Consultant hereinafter referred to as "Agreement" or "Contract"; and,

WHEREAS, the Consultant is willing and able to render professional services for various projects on an as-needed basis and for the compensation and on the terms hereinafter set forth.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, agreements, terms, and condition contained herein, do agree as follows:

1. SERVICES

The Consultant's responsibility under this Agreement is to provide professional/ consultation services in the area of professional engineering services

2. TERM

The term of this Agreement shall be for a period of one (1) year beginning on the date first written above, with three (3) one (1) year renewal options available.

3. TECHNICAL AND PROFESSIONAL SERVICES

It shall be the responsibility of the Consultant to work with the City to provide professional engineering services related projects for City. Each project will require a separate work authorization using a form agreed to by both parties. The work authorization shall set out the scope of work, time of performance and compensation schedule for each project.

4. PERIOD OF SERVICE; WORK AUTHORIZATIONS

A. The Consultant will be available to begin work promptly after receipt of a fully executed copy of this Agreement. It is agreed that this Agreement shall be considered as a continuing contract and work will be initiated on an assignment-by-

assignment basis. The City reserves the right to select the respective Consultant who the City believes is in its best interest to perform the specified work.

B. If the Consultant's services called for under this Agreement are delayed for reasons beyond the Consultant's control, the time of performance shall be adjusted appropriately.

C. Specific work assignments shall be set forth in individual Work Authorizations, which will be issued to the Consultant. All Work Authorizations shall be executed on behalf of the City in accordance with the City Purchasing Policy. The Work Assignments shall describe the scope of the work to be performed, cost to perform the work , and shall set forth the schedule for completion of the work.

The City shall provide all criteria and full information as to City's requirements for the assignment and designate in writing a person with authority to act on City's behalf on all matters concerning this assignment.

5. TIME OF PERFORMANCE

Each project performed pursuant to this Agreement shall be performed in a timely manner without unreasonable delay within the time period identified in the work authorization.

If the work is not fully completed according to the terms of the Agreement and within the time limits stipulated in the individual work authorization, it is hereby acknowledged that the City will suffer damages which are not capable of ascertainment or calculation, and therefore the Consultant shall pay the City liquidated damages, a sum of which will be outlined in each individual work authorization, per day for each day following the required completion date, until the date upon which actual completion occurs.

6. COMPENSATION

The Consultant shall be compensated for all services satisfactorily completed in accordance with the terms and conditions of this Agreement and each work order. All invoices presented to the City for payment shall be on a Request for Payment form approved by the City. Payment for services performed will be processed within thirty (30) days of receipt and approval of invoice and in accordance with the Florida Prompt Payment Act, Florida Statutes Section 218.70-79.

7. GENERAL CONDITIONS

A. It is understood and agreed that the Consultant's services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a supplemental agreement may be negotiated between the City and

the Consultant describing the services desired and providing a basis for compensation to the Consultant.

B. Upon the Consultant's written request, the City will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the Consultant and City mutually deem necessary; and the Consultant may rely upon same in performing the services required under this Agreement.

8. TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement by Consultant shall act as the execution of as truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete and current at the time of execution of the Agreement. The original Agreement rates and any additions thereto shall be adjusted to exclude any significant sums by which City determines the Agreement rate(s) was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such rate adjustments shall be made within one year following the end of this Agreement.

9. DEFAULT/TERMINATION

A. FOR CAUSE

If either party fails to fulfill its obligations under this Agreement in a timely and proper manner, the other party shall have the right to terminate this Agreement by giving written notice of any deficiency and by allowing the party in default seven (7) calendar days to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this Agreement shall terminate at the expiration of the seven (7) calendar day time period.

With regard to the Consultant, the following items shall be considered a default under this Agreement:

1) If the Consultant should be adjudged bankrupt, or if he, or it, should make a general assignment for the benefit of his, or its, creditors, or if a receiver should be appointed on account of his, or its, insolvency.

2) If the Consultant should persistently or repeatedly refuse or fail, except in cases for which an extension of time is provided, to provide the services contemplated by this Agreement.

3) If the Consultant disregards laws, ordinances, or the instructions of the Project Manager or otherwise is guilty of a substantial violation of the provisions of this Agreement.

In the event of termination, the Consultant shall only be entitled to receive payment for work satisfactorily completed prior to the termination date.

B. WITHOUT CAUSE

Either party may terminate the Agreement without cause at any time upon thirty (30) -calendar days prior written notice to the other party. In the event of termination, the City shall compensate the Consultant for all authorized work satisfactorily performed through the termination date.

10. SUBCONSULTANTS AND SUBCONTRACTORS

In the event the Consultant requires the services of any subconsultant, subcontractor or professional associate in connection with the services to be provided under this Agreement, Consultant shall secure the written approval of City Project Manager before engaging such subconsultant, subcontractor, or professional associate.

If a subconsultant fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subconsultant to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subconsultant by the City. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance any portion of this Agreement as set forth in the Scope of Work.

The Consultant, its subconsultants, agents, servants, or employees agree to be bound by the Terms and Conditions of this Agreement and its agreement with the subconsultant for work to be performed for the City the Consultant must incorporate the terms of this Agreement.

11. FEDERAL AND STATE TAX

The City is exempt from payment of Florida State Sales and Use Taxes.

The City will sign an exemption certificate submitted by the Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Consultant authorized to use the City's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

12. INSURANCE

CONSULTANT shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the City, the types and amounts of insurance conforming to the minimum requirements set forth herein.

A. EVIDENCE OF INSURANCE

Consultant shall not commence work until the required insurance is in force and evidence of insurance acceptable to the City has been provided to, and approved by, the City. The City at all times reserves the right to request such additional documentation and evidence of insurance as in its sole discretion it may require and the CONSULTANT hereby agrees to provide same.

With respect to the Workers' Compensation/Employer's Liability Insurance, Professional Liability and Business Auto Liability Insurance, an appropriate Certificate of Insurance (which identifies the project), and a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies), signed by an authorized representative of the insurer(s) shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, an appropriate Certificate of Insurance (which identifies the project) signed by an authorized representative of the insurer, and copies of the actual additional insured and notice of cancellation endorsements as issued on the policy(ies), shall be satisfactory evidence of such insurance.

If the insurance policies expire or terminate during the term of this Agreement Consultant shall provide City with renewal or replacement evidence of the insurance, including endorsements, no less than fifteen (15) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to City, if requested by City, Consultant shall, within thirty (30) days after receipt of a written request from City, provide City with a certified copy or certified copies of the policy or policies providing the coverage required. Consultant may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required.

B. DESCRIPTION OF REQUIRED INSURANCE

Consultant shall be responsible for all damage to person and/or property resulting from its negligent acts, reckless or intentional misconduct, errors or omissions or those of its subcontractors, agents or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.

1) Workers' Compensation/Employer's Liability Insurance.

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law.

The policy must be endorsed to waive the insurer's right to subrogate against City, and its officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver of Our Right to Recover from Others Endorsement (Advisory Form WC 00 03 13) with City, and its officials, officers and employees scheduled thereon.

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	$1,000,000	Each Accident
	$1,000,000	Disease – Policy Limit
	$1,000,000	Disease - Each Employee

2) Commercial General Liability Insurance.

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than any endorsements specifically required by ISO or the State of Florida.

The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

Mold, fungus, or bacteria
Terrorism
Silica, asbestos or lead
Sexual molestation

City and its officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured - Owners, Lessees, or Consultant).

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

The minimum limits (inclusive of amounts provided by an umbrella or excess policy):

General Aggregate	$1,000,000
Products/Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

3) Automobile Liability Insurance.

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Work.

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	$1,000,000

4) Professional Liability

Such insurance shall be on a form acceptable to City and shall cover errors and omissions arising out of the provision of the services required by this RFQ. Coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Agreement and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The insurance provided by Consultant shall be endorsed to provide City with 30 days prior written notice of cancellation. A maximum deductible or self-insured retention of $10,000 per claim/occurrence shall be permitted for this coverage.

The minimum amount of coverage (inclusive of any amounts provided by an umbrella or excess policy) shall be no less than:

$3,000,000 Each Claim/Annual Aggregate

5) Miscellaneous Provisions

The insurance provided by Consultant shall apply on a primary basis to any insurance or self-insurance maintained by City. Any insurance, or self-insurance, maintained by City shall be excess of, and shall not contribute with, the insurance provided by Consultant.

Except as otherwise specifically authorized in this Agreement, or for which prior written approval has been obtained hereunder, the insurance maintained by Consultant shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, City may permit the application of a deductible or permit Consultant to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. In such instances, Consultant shall pay on behalf of CITY or CITY's officials, officers and employees any deductible or self-insured retention applicable to a claim against CITY or CITY's officials, officers and employees.

Compliance with these insurance requirements shall not limit the liability of Consultant. Any remedy provided to City by the insurance provided by Consultant shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Consultant) available to City under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by Consultant shall relieve Consultant from responsibility to provide insurance as required by this Agreement.

Certificates of Insurance must be completed as follows:

Certificate Holder

City of Fort Pierce
Attn: Purchasing Department
P.O. Box 1480
Fort Pierce FL 34954-1480

Additional Insured on the Commercial General Liability

City of Fort Pierce and its officials, officers, and employees.

13. INDEMNIFICATION

Except for expenses or liabilities arising from the negligence of the City, the Consultant hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this Agreement as follows:

Consultant shall indemnify and hold harmless, to the maximum extent permitted by law, the City and their officials, officers, agents, and employees from and against any and all liability, claims, demands, penalties, court costs, judgments, damages, losses, (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), and costs (including reasonable attorney fees, litigation, arbitration, mediation, appeal expenses) to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Consultant and persons employed by or utilized by the Consultant in Consultant's performance of this Agreement.

Consultant's obligation to indemnify and hold harmless shall remain in effect and shall be binding upon Consultant whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

Consultant's failure to comply with this section's provisions shall constitute a material breach upon which the City may immediately terminate or suspend this Agreement.

The Consultant hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided. It is the specific intent of the parties hereto that the foregoing indemnification complies with Sections 725.06 and 725.08, Florida Statutes (Chapter 725).

14. ASSIGNMENT

The City and Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and permitted assigns of such other party, in respect to all covenants of this Agreement; and, neither the City nor the Consultant will assign or transfer its rights and obligations in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

The Consultant agrees that the persons named in the scope of work shall provide services as described therein. The services of the person(s) so named are a substantial inducement and material consideration for this Agreement. In the event such persons can no longer provide the services required by this Agreement, the Consultant shall immediately notify the City in writing and the City may elect to terminate this Agreement without any liability to the Consultant for unfinished work product. The City may elect to compensate the Consultant for unfinished work product, provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.

15. PUBLIC RECORDS

A. City strictly adheres to all statutes, court decisions, and the opinions of the Florida Attorney General with respect to disclosure of public information under Chapter 119, Florida Statutes. In accordance with Chapter 119, Florida Statutes, Consultant shall comply with all public records laws, specifically to:

B. Keep and maintain public records required by City to perform the service.

C. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time as provided by law.

D. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Consultant does not transfer the records to City.

E. Upon completion of the Agreement, transfer, at no cost, to City all public records in possession of Consultant or keep and maintain public records required by City to perform the service. If Consultant transfers all public records to City upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.

F. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, lcox@city-ftpierce.com, 100 North U.S. 1, Fort Pierce, FL 34950.

16. CONFLICT OF INTEREST

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida

Statutes. The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the City in writing by certified mail of all potential conflicts of interest prohibited by existing state law for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall, at his/her option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the Consultant under the terms of this Agreement

17. EXCUSABLE DELAYS (FORCE MAJEURE)

Neither party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its reasonable control (financial difficulty shall not be considered a cause beyond a party's control) all of which causes herein are called "Force Majeure", including, but without being limited to, strikes, lockouts, or other industrial disturbances; fires; unusual climatic conditions; acts of God; acts of a public enemy; or inability to obtain transportation or necessary materials in the open market. Provided, however, that market conditions, labor conditions, construction industry price trends and similar matters which normally affect the bidding process shall not be considered a Force Majeure. The party unable to perform as a result of force majeure promptly shall notify the other of the beginning and ending of each such period, and City shall compensate Consultant at the rates set forth herein, for the services performed by Consultant hereunder, up to the date of the beginning of such period.

18. PLEDGE OF CREDIT, ARREARS

The Consultant shall not pledge the City's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

19. OWNERSHIP OF DOCUMENTS

All original sketches, tracings, drawings, computations, details, design calculations, and other documents and plans that result from the Consultant's services under this Agreement are and remain the property of the City as instruments of service. The Consultant shall furnish copies to the City upon completion of such documents.

The City shall, at no additional expense, be furnished one (1) set of reproducible copies of any maps and/or drawings prepared for it by the Consultant. Consultant shall likewise submit copies of all field notes, calculation sheets and computer discs to the City.

20. INDEPENDENT CONSULTANT RELATIONSHIP

The relationship of the Consultant to the City will be solely that of a consultant. The Consultant is an independent consultant and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent consultant, between the City and the Consultant, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. The Consultant will provide the professional and technical services required for the successful completion of this Agreement in accordance with practices generally acceptable within the industry and good ethical standards.

21. ATTORNEYS' FEES AND COSTS

In the event of any dispute concerning the terms and conditions of this Agreement or in the event of any action by any party to this Agreement to judicially interpret or enforce this Agreement or any provision hereof, or in any dispute arising in any manner from this Agreement, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses, whether suit be brought or not, and whether any settlement shall be entered in any declaratory action, at trial or on appeal.

22. VERIFICATION OF EMPLOYMENT STATUS

The Consultant agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control act of 1986, of all persons it employs in the performance of this Agreement.

23. PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for the

Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making this Agreement.

24. AUDIT

The Consultant agrees that the City or any of its duly authorized representatives shall, until the expiration of at least three years, or as otherwise applicable under law, after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Consultant involving transactions related to this Agreement. The Consultant agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found based on audit examination not to constitute allowable costs under this Agreement. The Consultant shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, or as otherwise applicable under law.

25. NON DISCRIMINATION

The Consultant covenants and agrees that the Consultant shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex or physical handicaps (except where based on a bona fide occupational qualification); or because of marital status, race, color, religion, national origin or ancestry.

26. ENFORCEMENT COSTS

It is understood and agreed that the Consultant's services under this Agreement do not include any participation, whatsoever, in any litigation. Should such services be required, a supplemental agreement may be negotiated between the City and the Consultant describing the services desired and providing a basis for compensation to the Consultant.

27. AUTHORITY TO PRACTICE

The City represents that it is a political subdivision of the State of Florida with the authority to engage the professional and to accept the obligation for payment for the services.

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative on an annual basis.

28. SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

29. FLORIDA CONTRACTS

WHERE APPLICABLE AND PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

30. COMPLETE AGREEMENT

This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The Consultant recognizes that any representations, statements or negotiations made by the City staff do not suffice to legally bind the City in a contractual relationship unless they have been reduced to writing, authorized, and signed by an authorized City representative. This Agreement shall bind the parties, their assigns, and successors in interest.

31. AMENDMENT

This Agreement may be amended only with the written approval and agreement of the parties.

32. MODIFICATIONS OF WORK

The City reserves the right to make changes in Scope of Work, including alterations, reductions therein, or additions thereto. Upon receipt by the Consultant of the City's notification of a contemplated change, the Consultant shall, in writing:

A. Provide a detailed estimate for the increase or decrease in cost due to the contemplated change,

B. Notify the City of any estimated change in the completion date, and

C. Advise the City if the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules of this Agreement.

If the City so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the City shall initiate an Agreement Amendment or Change Orderand the Consultant shall not commence work on any such change until the authorized representative for the City signs such written Amendment.

33. NOTICE

All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service or mailed certified mail (postage prepaid) return receipt requested, addressed to:

City:
CITY OF FORT PIERCE
Attn: Purchasing Department
100 N. US Highway 1
Fort Pierce, FL 34950

Consultant:
EXP U.S. SERVICES, INC.
2601 Westhall Lane
Maitland, FL 32751
Attn: Patrick J. Russell,
Representative/Project Manager

With a Copy to:
City Attorney
City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950

As to the Consultant or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

Should City or Consultant have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box.

34. CAPTIONS AND HEADINGS

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

35. WAIVER

No waiver by the City of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by of the same, or any other provision or the enforcement thereof. City's consent to of or approval of any act by Consultant requiring consent or approval shall not be deemed to render unnecessary the obtaining of City's consent to or approval of any subsequent act by Consultant requiring consent or approval, whether or not similar to the act so consented or approved.

36. COMPLIANCE WITH LAWS

The Consultant, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Agreement. The City undertakes no duty to ensure such compliance, but will attempt to advise Consultant, upon request, as to any such laws of which it has present knowledge.

37. INTERPRETATION; CONTROLLING LAW; VENUE

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. The laws of the State of Florida shall govern all interpretations and this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in St. Lucie County, to include the Nineteenth Judicial Circuit of Florida for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

38. DISPUTE RESOLUTION

Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the Consultant and the City or its Project Manager. At all times, the Consultant shall carry on the work and maintain its progress schedule in accordance with the requirements of the Agreement and the determination of the City or its representatives, pending resolution of the dispute. The City Manager who shall reduce the decision to writing shall decide any dispute, which is not resolved by mutual agreement. The decision of the City shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

39. ANTITRUST ASSIGNMENT

The Consultant, the City, and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida and local governments. Therefore, the Consultant assigns to the State of Florida and the City any and all claims for such overcharges as to goods, materials or services purchased in connection with the Agreement.

40. CONFIDENTIALITY

Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by City or other information to which Consultant has had access during the term of this Agreement without the prior written approval of the CITY during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

Consultant shall consider all information provided by City and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the Consultant's performance of the services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the City, in response to legal process, or in accordance with applicable law.

41. E-VERIFY

All requirements of Section 448.095, Florida Statutes, shall be complied with by Consultant. In accordance with, Section 448.095, Florida Statutes, CONSULTANT shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Consultant enters into a contract with a subcontractor performing work or providing services on its behalf, Consultant shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. Consultant shall, upon request, provide evidence of compliance with this provision to the City. A contract terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the City terminates this contract with a contractor, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. Consultant is liable for any additional costs incurred by the City as a result of the termination of this contract under Section 448.095, Florida Statutes.

42. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

CONTINUING CONTRACT FOR
PROFESSIONAL SERVICES

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement in counterparts each of which shall be treated as an original upon the terms and conditions above stated.

ATTEST:

Linda Cox, City Clerk

CITY OF FORT PIERCE:

Linda Hudson, Mayor

7/15/2024
Date

APPROVED AS TO FORM CORRECTNESS:

By: _____
Sara Hedges, City Attorney

CONSULTANT:

By: _____

Print: Patrick Russell, PE

Title: Municipal Project Manager

Today's Date: June 24, 2024

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

CERTIFICATION OF NONSEGREGATED FACILITIES

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The Bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors, exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certification in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE: June 24, 2024.

Official Address (Including Zip Code):

Maitland Office: 2601 Westhall Lane, Maitland, FL 32751

By: _____

Name

Patrick Russell, PE

Name (Typed or Printed)

Municipal Project Manager

Title

NON-COLLUSION AFFIDAVIT FOR PRIME BIDDER

STATE OF FLORIDA

COUNTY OF Miami-Dade

Patrick J. Russell, being first duly sworn, deposes and says:

That he is a Representative of EXP U.S. Services, Inc.
(a partner or officer of the firm, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

EXP U.S. Services, Inc.
(Firm Name)

By: Patrick J. Russell

Title: Representative

Subscribed and sworn to before me this 14

day of , November 2023.

Notary Public

My Commission expires: (Seal)

7/7/2025

BRIANNA KATHERINE GAGLIARDI
MY COMMISSION # HH 150113
EXPIRES: July 7, 2025
Bonded Thru Notary Public Underwriters

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/24/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com
INSURED EXP U.S. Services, Inc 2601 Westhall Lane Maitland, FL 32751	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: XL Insurance America Inc — 24554 INSURER B: AIG Insurance Company of Canada — B1206 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** W33966947 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		US00057823LI24A	03/31/2024	03/31/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 2,000,000 $ 25,000 $ 2,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			GGA7479210	03/31/2024	03/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [No] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	GWG7479208	03/31/2024	03/31/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Professional Liability			061127095	03/31/2024	03/31/2025	Per Claim Aggregate	$3,000,000 $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RFQ No. 2024-005

City of Fort Pierce and its officials, officers, and employees are included as Additional Insureds as respects to General Liability.

General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be

CERTIFICATE HOLDER

City of Fort Pierce
Attn: Purchasing Department
P.O. Box 1480
Fort Pierce, FL 34954-1480

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Willis Towers Watson Midwest, Inc.	EXP U.S. Services, Inc 2601 Westhall Lane Maitland, FL 32751
POLICY NUMBER See Page 1	
CARRIER: See Page 1 / NAIC CODE: See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

purchased by Additional Insureds.

Waiver of Subrogation applies in favor of Additional Insureds with respects to Workers Compensation as permitted by law.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Any person or organization that you are required in a written contract or written agreement to include as an additional insured provided the "Bodily Injury" or "Property Damage" occurs subsequent to the execution of the written contract or written agreement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization that you are required written contract or written agreement to include as an additional insured provided the "Bodily Injury" or "Property Damage" occurs subsequent to the execution of the written contact or written agreement.	**As required per written contract**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

© Insurance Services Office, Inc., 2018

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization for whom or which you are required by written contract or agreement

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. GWG7479208 Endorsement No.

Insured EXP U.S. Services, Inc.

Insurance Company Countersigned by _____

© 1983 National Council on Compensation Insurance.

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: AWILDA COLON, REDEVELOPMENT ASSISTANT, COMMUNITY AND ECONOMIC DEV

FROM: CAMILLE WALLACE, ESQ., SENIOR ASSISTANT CITY ATTORNEY CAW

THROUGH: SARA HEDGES, CITY ATTORNEY SH

CAO RLS# / RE: AMENDMENT NO. 1 – CONTINUING SERVICES CONTRACTS FOR PROFESSIONAL SERVICES:

RLS#244	Architect Design Collaborative	RLS#245	GFA INTERNATIONAL D/B/A UNIVERSAL ENGINEERING SCIENCES	RLS#246	EXP U.S. SERVICES, INC
RLS#247	DON BERGMAN ARCHITECTURE LLC	RLS#248	CAPE DESIGN ENGINEERING INC	RLS#249	BCER ENGINEERING INC
RLS#250	SGM ENGINEERING INC	RLS#251	ROYAL CONSULTING SERVICES INC.	RLS#252	TLC ENGINEERING SOLUTIONS INC.
RLS#253	COTLEUR & HEARING	RLS#254	MBV ENGINEERING INC.	RLS#261	INSPIRE PLACEMAKING COLLECTIVE INC

DATE: AUGUST 13, 2025

I have reviewed the above Request for Legal Services (RLS) related to Amendment No 1 to the Continuing Services Contract for Professional Services between the City of Fort Pierce and the above-named Consultants. Please note the following comments:

1. Each Amendment has been revised to reflect the procurement and agreement history.
2. Each Amendment has been revised to reflect the new Term Period and remaining renewals thereafter.
3. A redlined version of the Amendment for Architect Design Collaborative has been included with this Memo so changes made to all the other Amendments can be tracked.
4. The Amendment for Cape Design Engineering reflects the Consultant's legal name per Sunbiz records.
5. The Amendment for Cotleur & Hearing reflects the Consultant's legal name per Sunbiz records.
6. A clean version of each Amendment is included with this Memo which I recommend for template use for future Amendments.
7. All Amendments are approved as to form and correctness.
8. Recommendation: The Department should place all Amendments on the Commission consent Agenda for review and approval *prior* to execution.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail. Thank you.

City Commission Regular Meeting - 5:05 PM **11. Q.**

Meeting Date: 09/02/2025

Re: Approval of Nuisance Abatement Contract for D & R Landscapes, Inc. - Nuisance Abatement Services - RFP No. 2024-048

Submitted For: Madison White, Purchasing Agent, Finance Department

---

SUBJECT:

Approval of Continuing Services Agreement with D & R Landscapes, Inc. for Nuisance Abatement Services, RFP No. 2024-048, in the amount of $75,000.

SUMMARY:

On March 17, 2025, during the City Commission meeting, the Commission awarded RFP No. 2024-048 for Nuisance Abatement Services. The total annual cost of this service is not to exceed $75,000.

This contract provides for nuisance abatement services, including lot clearing, debris removal, tree trimming, securing unsafe structures and pools, and graffiti abatement on public and private properties. The contractor will respond to specific work orders issued by the City, which will outline the location, scope, and type of work to be completed within a designated timeframe.

RECOMMENDATION:

Staff recommends approval.

ALTERNATIVES:

Staff will proceed as directed by the Commission.

RESPONSIBLE STAFF:

Peggy Arraiz, Director of Community Response
Issac Saucedo, Code Enforcement Officer
Code Enforcement Department

COORDINATED WITH:

Purchasing
City Attorney's Office

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	FY2025
Account:	0012903-552530
Amount:	$75,000

OTHER INFORMATION:

Funding is provided by the Clean & Safe Community Initiative

Attachments

Agreement
CAO Memo
Agenda Item

Form Review

Inbox	Reviewed By	Date
Finance Department	Karen Logue	08/21/2025 05:34 PM
Finance Department	Johnna Morris	08/25/2025 05:08 PM
City Manager	Richard Chess	08/27/2025 10:11 AM
Form Started By: Madison White		Started On: 08/21/2025 03:27 PM
Final Approval Date: 08/27/2025		

CITY OF FORT PIERCE
CONTINUING SERVICES AGREEMENT
RFP NO. 2024-048 NUISANCE ABATEMENT SERVICES

This Agreement ("Agreement"), entered into this _____ day of _____, 2025, is made and entered into by and between the City of Fort Pierce, Florida, a municipal corporation ("City"), and D & R LANDSCAPE INC, a FLORIDA CORPORATION, with its principal place of business at 6108 DELEON AVE, FORT PIERCE, FL 34951 ("Contractor").

WHEREAS, on August 28, 2024, pursuant to RFP No. 2024-048, the City solicited the services of qualified vendors to provide nuisance abatement services; and

WHEREAS, the Contractor submitted a proposal that was evaluated by an evaluation committee who recommended award to Contractor; and

WHEREAS, on March 17, 2025, the City Commission authorized the award of RFP No. 2024-048 to Contractor and authorized staff to initiate contract negotiations with Contractor; and

WHEREAS, Contractor is qualified and experienced in providing nuisance abatement services; and

WHEREAS, the City is in need of such continued services for nuisance abatement; and

WHEREAS, Contractor has agreed to furnish nuisance abatement services to the City for the compensation set forth herein and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, the Parties agree as follows:

1. Contractor Services.

1.1 Contractor will provide the services as set forth in **Exhibit A**, Scope of Work, attached hereto and incorporated for all purposes ("the Services"), to the satisfaction of the City.

1.2 Contractor will be available to begin work promptly after receipt of a fully executed copy of this Agreement. It is agreed that this Agreement shall be considered a continuing contract and work will be initiated on an assignment-by-assignment basis through a Specific Authorization. The City will notify all contractors, of which the City has entered a nuisance abatement agreement, of an assignment, and solicit from the contractors their proposed costs and time period for completion of the assignment. The City reserves the right to select the respective contractor who the City believes is in its best interest to perform the specified work. Contractor specifically acknowledges and agrees this Agreement is not a guarantee the City will select Contractor to perform any services, nor is Contractor guaranteed to receive any assignments for which Contractor will be compensated by City pursuant to this Agreement.

1.3 A Specific Authorization from the City will be provided to Contractor for each assignment awarded to Contractor. The Specific Authorization shall set out the Scope of Work for the assignment, time of performance, and any other necessary terms.

1.4 The Community Response Director can approve Specific Authorizations up to the limit established by the City Purchasing Policy for department heads. Specific Authorizations over the limit for department heads and up to $50,000 must be authorized by the City Manager. Specific Authorizations over $50,000 must be presented to the City Commission for authorization.

1.5 Notwithstanding any other provision of this Agreement, the Contractor's performance of the Services will (1) conform to the specifications and requirements contained in the RFP No. 2024-048 – Nuisance Abatement Services and the Contractor's Bid, attached as **Exhibit B**. To the extent that the Bid or Contractor's Bid conflict with the terms of this Agreement, the terms of this Agreement will control.

2. Compensation.

2.1 Total compensation to Contractor will not exceed $75,000 (**Seventy-Five Thousand Dollars and 00/100)** within each fiscal year (October 1 to September 30) of the Agreement. Total compensation shall include all travel and expenses. Payment for the services performed will be processed within thirty (30) days of receipt and approval of an invoice in accordance with the Florida Prompt Payment Act, Florida Statutes § 218.70-79.

2.2 Upon completion of the services and acceptance by the City, Contractor will submit invoices, along with the required documentation, as set forth in **Exhibit A**, Scope of Work.

2.3 The City will, within thirty (30) days from the date it receives an invoice and supporting documentation, approve or disapprove the amount reflected in the invoice. If the City approves the amount or any portion of the amount, the City will promptly pay to Contractor the amount approved so long as Contractor is not in default under this Agreement. If the City disapproves any invoice amount, the City will give Contractor specific reasons for its disapproval in writing.

3. Term. This Agreement is effective as of the date last signed below ("Effective Date") and will terminate two years from the effective date, unless earlier terminated in accordance with Section 8. The City will have the option, in its sole discretion, to renew this Agreement for four (4) additional one (1) year terms.

4. Licenses, Permits, Taxes, Fees, Laws and Regulations.

4.1 Contractor warrants that it will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for Contractor's performance of this Agreement.

4.2 Contractor will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with Contractor's performance of this Agreement.

4.3 Contractor will comply with and will be responsible for requiring its officers and employees to comply with, all applicable federal, state, and local laws and regulations.

5. Ownership and Use of Work Material.

5.1 All drawings, specifications, plans, computations, sketches, data, records, photographs, tapes, renderings, models, publications, statements, accounts, reports, studies, and other materials prepared by Contractor or any Contractor's subcontractor in connection with the Services (collectively, "Work Material"), whether or not accepted or rejected by the City, are the sole property of the City and for its exclusive use and reuse at any time without further compensation and without any restrictions.

5.2 Contractor grants and assigns to the City all rights and claims of whatever nature and whether now or hereafter arising in and to the Work Material.

5.3 Contractor will deliver all Work Material to the City upon expiration or termination of this Agreement. The City will have the right to use the Work Material for the completion of the Services or otherwise. The City may, at all times, retain the originals of the Work Material.

5.4 The Work Material will not be used or published by Contractor or any other party unless expressly authorized by the City in writing. Contractor will treat all Work Material as confidential.

6. Confidentiality and Safeguarding of City Records; Press Releases; Public Information.

6.1 Contractor shall not disclose, publish, or authorize others to disclose or publish Work Material or other information pertaining to the Services assigned to Contractor by the City or other information to which Contractor had access during the term of this Agreement without the prior written approval of the City.

6.2 Contractor will not make any press releases, public statements, or advertisement referring to the services or the engagement of Contractor as an independent Contractor of the City in connection with the Agreement or release any information relative to the Agreement for publication, advertisement or any other purpose without the prior written approval of the City.

6.3 The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.

7. Public Records. The City strictly adheres all statutes, court decisions and the opinions of the Florida Attorney General with respect to disclosure of public information under Chapter 119, Florida Statutes, Contractor shall comply with all public records laws, specifically to:

7.1 Keep and maintain public records required by the City to perform the service.

7.2 Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

7.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to the City.

7.4 Upon completion of the contract, transfer, at no cost, to the City all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfer all public records to the City upon completion of the contract, Contractor shall destroy any duplicate public record that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, PUBLICRECORDS@CITYOFFORTPIERCE.COM, 100 NORTH U.S. HWY 1, FORT PIERCE, FL 34950.

8. Termination.

8.1 If either party is in default of performance of any material obligation under this Agreement, the party that is not in default may give written notice of the default to the other party and if the party notified fails to correct the default within thirty (30) days or within such period fails to satisfy the party giving notice that the default does not exist, the party giving notice may terminate this Agreement upon expiration of the thirty (30) day period.

8.2 The City may terminate this Agreement immediately in the event of the filing by or against Contractor of a petition for relief in bankruptcy or for receivership, or in the event that Contractor becomes insolvent.

8.3 The termination of this Agreement will not affect any right or remedy that has accrued to either party at the time of termination.

8.4 Upon termination of this Agreement, Contractor will deliver to the appropriate representative of the City all Work Material related to the services performed by Contractor in the format requested by the City together with any keys, identification badges, or equipment owned by the City.

8.5 Termination under Sections 8.1 or 8.6 will not relieve Contractor from liability for any default or breach under this Agreement or any other act or omission of Contractor.

8.6 The City may terminate this Agreement, for any reason, without cause, in its sole discretion, upon written notice to Contractor. At such time, Contractor will be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down or other costs incurred due to termination of this Agreement.

9. Indemnification. Contractor will indemnify and hold harmless the City, and its members, officials, officers, attorneys, employees, representatives and agents from all claims, demands, causes of action, and judgments for taxes, license fees, excises, fines, and penalties; for supplies, services, or merchandise purchased by Contractor; for wages and fringe benefits of Contractor's employees; and for injury or death of any person or damage to property that result directly or indirectly from the negligent or intentional acts or omissions of Contractor or its officers, agents, or employees in the performance of this Agreement.

10. Insurance.

Contractor shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the City, the types and amounts of insurance conforming to the minimum requirements set forth herein. Contractor shall not commence work until the required insurance is in force and evidence of insurance has been provided to and approved by the City. As evidence of compliance with the insurance required herein, Contractors shall furnish the City with:

A fully completed satisfactory Certificate of Insurance evidencing all coverage required. Also, a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies) and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of the City and its board members, officials, officers and employees as additional insureds in the Commercial General Liability coverage;

The original of the policy(ies); or

Other evidence satisfactory to the City.

Until such insurance is no longer required by this Agreement, Contractor shall provide the City with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

If requested to do so by the City, Contractor shall, within thirty (30) days after receipt of a written request from the City, provide the City a certified, complete copy of the policies of insurance of insurance providing the coverage required.

Workers' Compensation/Employers' Liability - Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The policy must be endorsed to provide the City with thirty (30) days written notice of cancellation.

The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	$1,000,000	(Each Accident)
	$1,000,000	(Disease-Policy Limit)
	$1,000,000	(Disease-Each Employee)

The Workers' Compensation Policy must be endorsed to waive the insurer's right to subrogate against the City and its respective members, officials, officers, and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with City and their respective members, officials, officers, and employees scheduled thereon.

Commercial General Liability - Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements. other than those required by ISO or the state of Florida or those described below. The policy must be endorsed to provide the City with thirty (30) days written notice of cancellation. The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

- Mold, fungus, or bacteria
- Terrorism
- Sexual molestation

The City and its officials, officers, agents and employees shall be included as "Additional Insureds" on a form no more restrictive than the latest edition of ISO Form CG 20 10 (Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization Endorsement). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

General Aggregate	$1,000,000
Products/Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

Fire Damage (any one fire)	$Nil
Medical Expense (any one person)	$Nil

Automobile Liability - Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed. The policy shall cover all owned, non-owned, and hired autos used in connection with the performance of the work and must be endorsed to provide the City with thirty (30) days written notice of cancellation. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence
Bodily Injury and Property Damage Liability Combined $1,000,000

General Conditions - The insurance provided by Contractor shall apply on a primary basis. Any insurance, or self-insurance, maintained by the City shall be excess of, and shall not contribute with, the insurance provided by Contractor.

Except where prior written approval has been obtained hereunder, the insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Contractor shall pay on behalf of the City or its officials, officers, agents and employees any deductible or self- insured retention applicable to a claim against the City or its officials, officers, agents and employees.

The insurance provided by the Contractor shall be endorsed to provide that the Insurer waives its rights against the City and their officials, officers and employees.

Compliance with these insurance requirements shall not limit the liability of Contractor. Any remedy provided to the City by the insurance provided by the Contractor shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Contractor) available to the City under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by Contractor shall relieve Contractor from responsibility to provide insurance as required by this Agreement.

Certificates of Insurance must be completed as follows:

1. Certificate Holder:

   City of Fort Pierce
   Attention: Risk Manager
   100 N. U.S. Hwy 1
   Fort Pierce, FL 34954-1480

2. Additional Insured for General Liability:

   City of Fort Pierce and its officials, officers and employees.

11. Alterations or Additional Work. Contractor shall not make changes in the job scope or perform any additional work or provide any additional material, under this Agreement without first obtaining written authorization from the City for such additional work or materials. Additional labor or materials provided without written authorization shall be done at Contractor's risk and without payment.

12. Waiver of Jury Trial.

BOTH THE CITY AND CONTRACTOR HEREBY KNOWINGLY AND INTENTIONALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY AND ANY ISSUE ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT SHALL BE RESOLVED BY NON-JURY TRIAL.

13. Notice. All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by hand delivery, Unites Sates certified mail, postage prepaid, return receipt requested, or overnight courier services (e.g. FedEx, UPS) to the party to be notified at the addresses set forth below or at such other addresses as the parties shall designate to each other in the manner prescribed for notice herein:

AS TO CITY:
City Manager
100 N US Highway 1
Fort Pierce, FL 34954

WITH A COPY TO:
City Attorney
100 N US Highway 1
Fort Pierce, FL 34954

AS TO CONTRACTOR:
David Hunt
Owner
PO BOX 12605
Fort Pierce, FL 34979

Any notice shall be deemed received on the date of actual receipt or refusal. Changes of address shall be effective when provided in writing to the other party in the manner described herein.

14. Independent Contractor. The Contractor is and shall at all times be deemed to be an independent contractor for all purposes under this Agreement and shall not be deemed to be a representative, agent, or employee of the City in the performance of the Services.

15. Sovereign Immunity. Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

16. Miscellaneous

16.1 Assignment. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.

16.2 Representations and Warranties by Contractor. If Contractor is a corporation or a limited liability company, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Florida, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

16.3 Taxes. The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. Contractor shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

16.4 Entire Agreement; Modifications. This Agreement supersedes all prior agreements, written or oral, between Contractor and the City and will constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by authorized representatives of the City and Contractor.

16.5 Force Majeure. Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, civil unrest, flood, fire, tsunami, volcano, sabotage, air space closure, ground stop(s), a U.S. Department of State Travel Warning or any other circumstances of like character ("force majeure occurrence").

16.6 Venue; Governing Law. St. Lucie County, Florida, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Florida.

16.7 Dispute Resolution. Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the Contractor and the City. Unless otherwise directed by the City, Contractor shall carry on the work and maintain its progress schedule in

accordance with the requirements of the Contract and the determination of the City or its representatives, pending resolution of the dispute. Any dispute which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

16.8 Waivers. No delay or omission in exercising any right accruing upon a default in performance of this Agreement will impair any right or be construed to be a waiver of any right. A waiver of any default under this Agreement will not be construed to be a waiver of any subsequent default under this Agreement.

16.9 Conflict of Interest. Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311 et. seq., Florida Statutes. Contractor further represents that no person having any interest shall be employed for said performance.

16.10 E-Verify. All requirements of Section 448.095, Florida Statutes, shall be complied with by Contractor. In accordance with, Section 448.095, Florida Statutes, Contractor shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Contractor enters into a contract with a subcontractor performing work or providing services on its behalf, Contractor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. Contractor shall, upon request, provide evidence of compliance with this provision to the City. A contract terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the City terminates this contract with Contractor, Contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. Contractor is liable for any additional costs incurred by the City as a result of the termination of this contract under Section 448.095, Florida Statutes.

16.11 Non-Discrimination. Contractor covenants and agrees that Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex or physical handicaps (except where based on a bonafide occupational qualification); or because of marital status, race, color, religion, national origin or ancestry.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement in counterparts each of which shall be treated as an original upon the terms and conditions above stated.

CONTRACTOR,
D & R LANDSCAPE INC
By: David Hunt

Name: David Hunt

Title: owner

Date: 7/8/2025

CITY OF FORT PIERCE:

By: _____
Linda Hudson, Mayor

Date: _____

ATTEST:

By: _____
Linda Cox, City Clerk

(seal)

APPROVED AS TO
FORM AND CORRECTNESS:

By: _____
Sara Hedges, City Attorney

Attached: Exhibit A – Scope of Work
Exhibit B – Contractor's Proposal

EXHIBIT "A"
SCOPE OF WORK

1. **SERVICES TO BE PROVIDED**
The Contractor shall furnish all labor, equipment, supervision, transportation, materials, tools, and incidentals necessary to perform the following nuisance abatement tasks:

   a. **Lot Clearing and Debris Removal**

      i. Removal of overgrown vegetation, including mowing, cutting, and trimming of grass, shrubs, and weeds to the following specifications:

         - Grass is to be neatly cut and mowed to the street edge.
         - Fence lines, trees, houses, etc. are to be weed wacked / trimmed.
         - Edging to be completed when needed.

      ii. Removal and disposal of garbage, litter, junk, tires, and debris.

   b. **Trees – Removal / Trimming**

      i. All trees are to be trimmed up to seven feet (7') above grade and all bushes and shrubbery to be trimmed down to two and a half feet (2.5') above grade.

      ii. Tree removal is to be completed with the trunk cut level with the ground. Stump grinding is not required unless it is specified in the work order request and will be considered an extraordinary expense.

   c. **Securing Structures / Pools**

      i. Secure vacant, abandoned, or unsafe structures as directed.

      ii. Use of materials and methods as directed by the Code Enforcement Officer. (i.e. Plywood vs. clear board)

      iii. Installation of temporary or permanent barriers to restrict access to unsafe or unsecured swimming pools.

      iv. Application of safety covers or fencing that complies with applicable codes and safety regulations.

   d. **Graffiti Abatement**

      i. Removal or painting over graffiti on public or private properties, using approved methods and matching paint colors where possible.

2. **WORK ORDER PROCESS**
Work order requests (also referred to as "Specific Authorizations") shall be provided to the Contractor by the City and shall include the following information:

   a. Services shall be requested through written requests for bid.

   b. Each request will specify the location and nature of services.

i. The address and parcel number for the property to be addressed.

ii. A map of the location of the property, including the property line measurements. If needed, the map will be marked to show more specific details of the work to be performed.

iii. A description of the work required. Ex) Grass in excess of 18"; Trees/shrubs to be lifted and trimmed; Visible large debris; Tires; Secure structure – 2 doors and 4 windows.

iv. The name of the Code Officer responsible for the work order request and contact information.

c. Response to the City's request for services shall not exceed seven (7) days from the time the request is initiated.

d. The Contractor should be on site, capable of starting the work, within three (3) days of acceptance of response.

e. The time required for completion of more extensive work will be established prior to the execution of a work order.

3. STANDARDS OF PERFORMANCE

a. Contractor shall complete all tasks in a timely, professional, and workmanlike manner. Unless specified differently in the request for bid, all work is to be completed within seven (7) days of bid acceptance.

b. Delays due to weather, equipment malfunction, or similar are to be reported to the assigned Code Officer prior to the expiration of the approved work window. Certain delays may need to be approved by management.

c. All work shall be subject to inspection and approval by the Code Enforcement Officer or Department Management.

d. All debris, including all loose, broken, or cut branches, is to be removed by the Contractor daily. Disposal shall be done off the site and the Contractor shall pay all disposal fees.

4. INVOICING AND REPORTING

a. All invoices are to be submitted in a timely manner, no later than seven (7) days after the work has been completed.

b. Invoices shall include detailed descriptions of services performed, including code case #, property address, date of service, and before/after photos.

c. Supporting documentation for certain services, including disposal receipts, may be required for payment approval.

5. CONTRACTOR RESPONSIBILITIES

a. The Contractor is responsible for confirming they are working on property identified in the work order.

   i. Familiarity with the St. Lucie County Property Appraiser's website is required.

   ii. A measuring wheel or similar measuring device is required.

b. Clear before and after photographs of each parcel, submitted electronically and accompanying the invoice.

   i. Photos are to be date/time stamped.

   ii. Before and after photos should be taken from the same spot providing the same view.

   iii. A minimum of two (2) before and two (2) after photos must be submitted for each work order.

   iv. Failure to provide clear before and after photos may result in non-payment of the invoice.

c. If needed, the Contractor or a representative must be available to respond in person to code enforcement hearings resulting from action taken by the City in which the Contractor provided nuisance abatement services. The Contractor may provide supporting testimony regarding the abatement activities taken and to validate documents such as the required photographs and submitted invoices for service.

d. Any damage(s) due to negligence or improper conduct of the Contractor occurring to such properties shall be immediately repaired at the expense of the Contractor to a condition equal to or better than that existing before such damage occurred.

EXHIBIT "B"
CONTRACTOR'S PROPOSAL

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**REQUEST FOR PROPOSALS** **and** **PROPOSER ACKNOWLEDGMENT**
Bid Writer: Madison White, 772-467- 3102	RFP No: 2024-048
Pre-Proposal Conference Date: N/A	RFP Title: NUISANCE ABATEMENT SERVICES (REBID)
Mandatory Pre-Proposal Location: N/A	RFP Opening Location: City of Ft. Pierce Purchasing Division Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
RFP Due Date & Time: 3:00 PM, MONDAY, SEPTEMBER 30, 2024	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Proposer Name: D&R Landscape inc Mailing Address: D&R Landscape P.O. Box 12605 FT. Pierce FL 34979	*I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.* X David Hunt Authorized Signature (Manual)
City, State, Zip Code: FT. Pierce FL 34979	Typed or Printed Name: David Hunt
Type of Entity (Select one): (Corporation) C Partnership Proprietorship	Title: owner
Incorporated in the State of: FL Year: 2016	Delivery in _____ days, ARO
Phone Number: 772-370-9457	Payment Terms: Net 30 Days
Fax Number:	FEIN or SS Number: 81-1906441
E-Mail Address: dwhuntfi@gmail.com	Local Business: X Y ___N MWBE: ___Y ___N
Bid Security is attached, when required, in the amount of $ _____ F.O.B. DESTINATION	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

Tel: (772) 370-9457
Email: dwhuntfi@gmail.com
Website: dnrlandscaping.com
Mailing Address: 12605 Fort Pierce, FL 34979

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Section VI: Tab V - **Equipment Pictures**
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Section VIII: Tab:VI – **Supplemental Data**

Tel: (772) 370-9457
Email: dwhuntfi@gmail.com
Website: dnrlandscaping.com
Mailing Address: 12605 Fort Pierce, FL 34979
Owner/Authorized agent : David Hunt

Letter of Transmittal

To whom it may concern,

D&R Landscape has been in business for over 20 years. We are a licensed and insured Landscape and Excavation company here on the treasure coast. We have a range of clients from HCA Medical, City of Port Saint Lucie Code enforcement, St Lucie county Parks & Recreation and Code enforcement and Okeechobee County schools to name a few of our long list of valuable customers. Our goal is to make you one as well. We take pride in our work, and make sure every job is done at a timely satisfactory manner. Our owner David Hunt is a Lifetime St. Lucie County resident with degrees in Landscape Horticulture, Golf course Operations, Certified arborist, and has numerous State chemical spray License as well as here is a Licensed Excavation Contractor. We understand the full scope of work for the City of Fort Pierce for this Bid.

Enclosed you will find our bid with all the information, licensing, insurance and other valuable information that will help further the process in selection of Nuisance Abatement lot clearing bid submission. We look forward to working with you in the future. If you have any questions feel free to contact owner David Hunt directly at 772-370-9457. Thank you for the opportunity to serve the city we live in.

Thank you,
David Hunt 8/6/24
David Hunt

Tel: (772) 370-9457
Email: dwhuntfi@gmail.com
Website: dnrlandscaping.com
Mailing Address: 12605 Fort Pierce, FL 34979
Owner/Authorized agent : David Hunt

Organizational Profile & Quailifications

To whom it may concern,

D&R Landscape has been in business for over 20 years. We are a licensed and insured Landscape and Excavation company here on the treasure coast. We have a range of clients from HCA Medical, City of Port Saint Lucie Code enforcement, St Lucie county Parks & Recreation as well as Okeechobee County school system just to name a few of our long list of valuable customers. Our goal is to make you one as well.
We take pride in our work, and make sure every job is done at a timely satisfactory manner. Our owner David Hunt is a Lifetime St. Lucie County resident with degrees in Landscape Horticulture, Golf course Operations, Certified arborist, and has numerous State chemical spray License as well as Mr. Hunt is a Licensed Excavation Contractor. We understand the full scope of work for the City of Fort Pierce for this Bid. We have 20 plus years in the Tree service, Landscape, & Excavation industry. We have worked with Code inspectors for years in Port saint Lucie and city of Fort Pierce. Mr. David hunt holds Excavation license in the city of Fort Pierce, St. Lucie County as well as some surrounding counties. We are fully licensed and insured as well as have Workers compensation.

Enclosed you will find our bid with all the information, licensing, insurance and other valuable information that will help further the process in selection of the bid submission. We look forward to working with you in the future. If you have any questions feel free to contact owner David Hunt directly at 772-370-9457. Thank you for the opportunity to serve the county we live in.

Thank you,
David Hunt

Tel: (772) 370-9457
Email: dwhuntfi@gmail.com
Website: dnrlandscaping.com
Mailing Address: 12605 Fort Pierce, FL 34979

Project Bid Submission Bio Sheet

To whom it may concern,

D&R Landscape has been in business for over 20 years. We are a licensed and insured Landscape and Excavation company here on the treasure coast. We have a range of clients from HCA Medical, City of Port Saint Lucie Code enforcement, St Lucie county Parks & Recreation and Code enforcement and Okeechobee County schools to name a few of our long list of valuable customers. Our goal is to make you one as well.
We take pride in our work, and make sure every job is done at a timely satisfactory manner. Our owner David Hunt is a Lifetime St. Lucie county resident with degrees in Landscape Horticulture, Golf course Operations, Certified arborist, and has numerous State chemical spray License as well as here is a Licensed Excavation Contractor.

Enclosed you will find our bid with all the information, licensing, insurance and other valuable information that will help further the process in selection of the bid submission. We look forward to working with you in the future. If you have any questions feel free to contact owner David Hunt Directly at 772-370-9457. Thank you for the opportunity to serve the county we live in.

Thank you,
David Hunt
David Hunt

Tel: (772) 370-9457

Email: dwhuntfi@gmail.com

Website: dnrlandscaping.com

Mailing Address: 12605 Fort Pierce, FL 34979

Scope of work

D&R Landscaping will provide the following scope of work that is required by the City of Fort Pierce. The following scope of work is as follows:

1. **Mowing – mowing grass and minor trash and debris pick up**
2. **Lifting Trees remove underbrush cut the grass and trim bushes**
3. **Bush hog Tall grass clean and remove trash and debris**
4. **Tree Removal, remove trees when needed by City of Fort Pierce**
5. **Tire Disposal, dispose of tires on properties**
6. **Remove large debris from properties**
7. **Securing Vacant Structures, secure windows, doors**
8. **Securing pools. Secure to prevent access to pool & insects breeding**
9. **Junk & Debris Removal, remove debris & junk from properties**

D&R Landscaping will provide the following work to city of Fort Pierce when requested extra we will abide by pricing see our price schedule. Some prices may vary depending on size of trees , tires, lot sizes, debris amounts, dump fee price increases,etc.

Tel: (772) 370-9457

Email: dwhuntfi@gmail.com

Website: dnrlandscaping.com

Mailing Address: 12605 Fort Pierce, FL 34979

Cost and Pricing

D&R Landscaping will provide the following scope of work that is required by the City of Fort Pierce. The following Cost is as follows: Please also see Exhibit A

1. **Mowing – mowing grass/trash and debris pick up - $35.00 per man hour or by lot size**
2. **Lifting Trees remove underbrush cut the grass and trim bushes- $ 65.00 per man hour or by tree and lot size which would be $0.25 per square foot**
3. **Tree Removal, remove trees when needed by City of Fort Pierce -$65.00 per man per hour or $325.00 to $985.00 depends on size of tree.**
4. **Tire Disposal, dispose of tires on properties - $4.75 per tire**
5. **Remove large debris from properties - $30.00 per man hour or $1.00 per pound**
6. **Securing Vacant Structures, secure windows, doors - $35.00 per man per hour plus supplies if neeeded.**
7. **Securing pools. Secure to prevent access to pool & insects breeding - $35.00 per man per hour plus any supplies needed.**
8. **Junk & Debris Removal, remove debris & junk from properties - $30.00 per man per hour and dump fees.**

Note : Please see Next Page Exhibit A

D&R Landscaping will provide the following work to city of Fort Pierce when requested extra we will abide by pricing see our price schedule. Some prices may vary depending on size of trees, tires, lot sizes, debris amounts, dump fee price increases,supplies etc.

PROPOSAL PRICE SHEET

Cost of Work shall cover all work to be performed by the Contractor under this section including all labor, supervision, equipment, machinery, tools, materials, transportation, insurance, and all other incidentals necessary to comply with the specifications required to perform nuisance abatement services requested by the City.

JOB TITLE	DESCRIPTION	PROPOSED PRICE (HOURLY)
Lot Clearing	Lift trees / remove underbrush / cut grass / trim bushes – per man hour.	$65.00 per Man HR OR By tree + Lot size
Junk / Debris Removal	Price per pound or per man hour.	$30.00 per man HR plus Dump fee's
Tree Timming / Removal Services	Cost per tree or per man hour.	$325.00 - $985.00 OR $65 per man HR + Dump fee's
Tire Disposal	Price per tire or per pound.	$4.75 per tire
Securing Vacant Structures	Windows and doors secured either with painted wood supplied by the vendor or with clear board provided by the City – per man hour.	$35.00 per man HR & any supplies needed
Mowing	Grass only / minor trash and debris – per man hour.	$35.00 per man HR or by lot size

The hourly rate is fully burdened to include all costs No additional reimbursement expenses shall be billed.

Company: D+R Landscape Inc.

Address: 6108 Deleon Ave

City, State, Zip code: Ft Pierce FL 34951

Phone Number: 772-370-9457 Email: dwhuntfi@gmail.com

Authorized Signature: DHunt

Printed Name: David Hunt

Title: Owner Date: 9/16/2024

Tel: (772) 370-9457

Email: dwhuntfi@gmail.com

Website: dnrlandscaping.com

Mailing Address: 12605 Fort Pierce, FL 34979

Equipment Overview

D&R Landscaping will provide the following scope of work that is required by the City of Fort Pierce. The following is an overview of the equipment that we use to complete the tasks. All of our equipment is Commercial grade and consists of newer John Deere or Sthl equipment. Bellow you will find a list of equipment as well as photos on a few following pages of our equipment.

Owned Equipment

1. **6 - John Deere Commercial stand up and sit down mowers.**
2. **2023 John Deere 60G Excavator**
3. **2022 John Deere 333G 100hp Skid steer**
4. **2023 Fecon Bull Hog Forestry Mulching head**
5. **2022 Fecon Excavator Mulching Head**
6. **2024 John Deere 70hp Tractor**
7. **2024 John Deere 6 foot type R Bush Hog Mower**
8. **60 Yard Grapple Truck**
9. **10 yard Diamond C Dump trailer**
10. **Sthl chainsaws , string trimmers ,edgers,& blowers**
11. **2021 F550 Dully truck & 2021 2500 GMC truck**
12. **2019 Big Tex Goose neck trailer**

Note : Please see Next couple of Pages for Pictures of Equipment

D&R Landscaping owns and operates the above equipment which is all top of the line commercial grade equipment. Our equipment is serviced regularly and is replaced immediately as we have a long standing relationship with our equipment vendors to keep our equipment serviced and replaced as needed. **Please see photos on next pages.**

Tel: (772) 370-9457
Email: dwhuntfi@gmail.com
Website: dnrlandscaping.com
Mailing Address: 12605 Fort Pierce, FL 34979

Equipment Pictures


JOHN DEERE
Everglades

SGS2
COXREELS
STEELGREEN
MANUFACTURING




D&R


DEERE
60G

606
DEERE


DEERE
60G

60G
DEERE


440R
4066R
NO SMOKING
PROPANE
RC6R
JOHN DEERE

440R
JOHN DEERE
Ag-Pro

DIAMOND C
LPT
1-800-SO-TRAILER
DIAMOND C
DIAMOND C
DIAMOND C
FECON
DEERE


333G
DEERE
FECON

D&R
LANDSCAPE & EXCAVATION

www.dnrlandscaping.com



Are **overgrown trees and dense vegetation** turning your property into a jungle?

Don't worry we got you covered!

FORESTRY, MULCHING TO LAND CLEARING, FULL EXCAVATION TRACTOR SERVICES

Our team specializes in reclaiming overgrown land, making it ready for your next project.

- **RESIDENTIAL**
- **COMMERCIAL**
- **AGRICULTURAL**







We have the expertise to turn your vision into reality!

Call D & R Landscape today - 772-370-9457

Required Signed Forms

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that D&R Landscape inc does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employees community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

David Hunt
Proposer's Signature

9/2/2024
Date

NON-COLLUSION AFFIDAVIT
FOR PRIME BIDDER

STATE OF Florida

COUNTY OF Indian River

David Wade Hunt, being first duly sworn, deposes and says:

That he is Owner
(a partner or officer of the firm, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

D&R Landscape inc
(Firm Name)

By: David Hunt

Title: owner

Subscribed and sworn to before me this 28th
day of, August 2024.

Notary Public

My Commission expires: (Seal)

March 3, 2026

ETHAN JAMES ROBERTS
Notary Public - State of Florida
Commission # HH 235707
My Comm. Expires Mar 3, 2026
Bonded through National Notary Assn.

PUBLIC ENTITY CRIMES AFFIDAVIT

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted by City of Fort Pierce
(Print name of the public entity).

by David Hunt owner
(Print individual's name and title)

for D&R Landscape inc

whose business address is 6108 Deleon Ave FT. Pierce FL 34951

(If applicable) its Federal Employer Identification Number (FEIN) is 81-1906411

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet). Required as per the IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime: or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facia case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

_X_ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July I, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July I, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July I,1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (**Attach a copy of the final order**)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDEN I1F1ED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 F THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FWRIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

David Hunter
(Signature)

9/6/2024
(Date)

STATE OF Florida

COUNTY OF Indian River

PERSONALLY APPEARED BEFORE ME, the undersigned authority David Wade Hunt
(Name of individual signing)

Who, after first being sworn by me, affixed his/her signature in the space provided above on this

day 28th of August, 2024.

(NOTARY PUBLIC)

My Commission Expires: March 3, 2026

ETHAN JAMES ROBERTS
Notary Public - State of Florida
Commission # HH 235707
My Comm. Expires Mar 3, 2026
Bonded through National Notary Assn.

CERTIFICTION REGARDING SCRUTINZED COMPANIES LISTS

Respondent Name: David Hunt

Respondent's Authorized Representative Name and Title: David Hunt - owner

Address: 6108 Deleon Ave

City: FT Pierce State: FL Zip: 34951

Phone Number: 772-370-9457 Respondent FEIN: 81-1906411

Email Address: dwhuntfi@gmail.com

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

Certification:

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name: D+R Landscape inc

Authorized Representative's Name and Title: David Hunt owner

Address: 6108 Deleon ave

City: FT. Pierce State: FL Zip Code: 34951

Phone Number: 772-370-9457 Email Address: dwhuntfi@gmail.com

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: David Hunt David Hunt owner 8/27/2024
Authorized Signature Printed Name and Title Date

STATE OF FLORIDA
COUNTY OF Indian River

Sworn (or affirmed) and subscribed before me by means of

☒ physical presence or ☐ online notarization

this 28th day of August, 2024 by David Wade Hunt, who is

☐ personally known or
☒ produced identification (ID produced: FL DL).

Notary Public Signature: _____ (Seal)

Print Name: Ethan Roberts

My Commission Expires: March 3, 2026

ETHAN JAMES ROBERTS
Notary Public - State of Florida
Commission # HH 235707
My Comm. Expires Mar 3, 2026
Bonded through National Notary Assn.

E-VERIFY
AFFIRMATION STATEMENT

Description: Nuisance Abatement Services (Rebid)

Pursuant to Section 448.095, Florida Statutes, Contractor/Proposer/Responder acknowledges and agrees:

(a) to register with and use the E-Verify System to verify the work authorization status of all persons employed by the Contractor/Proposer/Responder to perform employment duties during the term of the Contract, and

(b) to require any subcontractor (as defined in Section 448.095, Florida Statutes) assigned by Contractor/Proposer/Respondent to perform work pursuant to the Contract to register with and use the E-Verify System to verify the work authorization status of all persons employed by the subcontractor during the term of the Contract, and

(c) if Contractor/Proposer/Responder enters into a contract with a subcontractor, Contractor/Proposer/Responder shall obtain an affidavit from every subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor/Proposer/Responder shall maintain a copy of such affidavit for the term of the Contract, and

(d) the Contractor/Proposer/Bidder shall use the E-Verify System during the term of the Contract, as a condition of the Contract.

Contractor/Proposer/Bidder Company Name: D+R Landscape inc

Authorized Company Person's Signature: David Hunt

Authorized Company Person's Title: owner

Date: 8/28/2024

STATE OF FLORIDA
COUNTY OF Indian River

Sworn (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization this 28th day of August, 2024 by David Wade Hunt, who is ☐ personally known or ☒ produced identification (ID produced: FL DL).

Signature: _____ (Seal)

NOTARY PUBLIC

My Commission Expires: March 3, 2026

ETHAN JAMES ROBERTS
Notary Public - State of Florida
Commission # HH 235707
My Comm. Expires Mar 3, 2026
Bonded through National Notary Assn.

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

REFERENCES

RFP NO. 2024-021
NUISANCE ABATEMENT SERVICES

Contact Person & Title	Jeff Defendrawf
Email Address	Jeff.diefendor@okee.K12.OS
Phone No.	772-333-0622
Company Name	OKeechobee School Board
Mailing Address	700 SW 2nd Ave
City, State, Zip	OKeechobee FL 34974
Type of commercial work contracted	Tree Clearing, Retention pond spraying
Contact Person & Title	Bruce Hopper
Email Address	N/A
Phone No.	772-466-0801
Company Name	Plant Haven Nursery
Mailing Address	4610 Selvitz Road
City, State, Zip	Ft Pierce FL 34981
Type of commercial work contracted	Nursery / Landscape

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above
D+R Landscape inc

Check appropriate box: ☐ Individual/Sole proprietor ☑ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ► .....
☐ Other (see instructions) ►

☐ Exempt payee

Address (number, street, and apt. or suite no.)
PO Box 12605

Requester's name and address (optional)

City, state, and ZIP code
FT Pierce FL 34979

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
: :

or

Employer identification number
81 : 1906411

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | **Signature of U.S. person** ► D Hunt | **Date** ► 9/6/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CITY OF FORT PIERCE CHECKLIST

This checklist is provided to assist each Proposer in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Proposer to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Proposer to read and comply with the Request for Qualifications in its entirety.

Check "Yes" or "No" to each of the following:

	YES	NO
Is Request for Qualifications cover page (page 1) completed, signed and attached?	X	
Include proof of proper insurance as stated in bid documents.	X	
Are all of the Required forms complete and included?	X	
Is each Addendum (when issued) signed and included?	X	
Have you checked your proposal for proper organization, tabs are correct?	X	
Are you in compliance with the page limitations?	X	
Hard Copy Submissions: Confirmation of one (1) original and one (1) copy on USB Drive.	X	
Did you submit your proposal electronically?	/	X
Have you made sure your corporate address matches your Sunbiz information ?	X	
Are you registered on Demandstar to received addendums	X	
Have all areas of the RFP forms and related documents been signed off by and authorized agent of the company and / or witnessed / notarized where applicable?	X	

PLEASE SIGN AND RETURN WITH BID _____

Insurance Forms

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/7/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Florida Insurance Center inc 414 N Alexander St Plant City FL 33563	PHONE (A/C, No, Ext): 813-754-3458	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Southern owners Insurance	10190
INSURER B :	Auto Owners Company	18988
INSURER C :	Technology Insurance company	42376
INSURER D :		
INSURER E :		
INSURER F :		

INSURED

D&R Landscape inc
PO Box 12605
Fort Pierce, FL 34979

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC			20924241	8/21/2024	8/21/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] HIRED AUTOS [X] SCHEDULED AUTOS [ ] NON-OWNED AUTOS			5192424100	8/21/2024	8/21/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		TWC3932936	1/13/2024	1/13/2025	WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

City of Fort Pierce
Attn: Risk Manager
100 N. U.S. Hwy 1
Fort Pierce FL 34954-1450

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Theresa Jenkins

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CHRIS CRAFT Serving Our Neighbors
TAX COLLECTOR
ST. LUCIE COUNTY

P.O. Box 308, Fort Pierce, FL 34954
tcslc.com

2024 - 2025

St. Lucie County Local Business Tax Receipt

Facilities or machines # Rooms # Seats # Employees #1 Receipt #7202-20050136

Type of business 7202 LANDSCAPE/LAWN CARE (LANDSCAPE LAWN TREE TRIM) Expires SEPTEMBER 30, 2025

DBA name

Business: D & R Landscape Inc

Mailing address: D & R Landscape Inc
PO Box 12605
Fort Pierce, FL 34979

Business location: 1008 W 2nd Street
Fort Pierce, FL 34982
GOOD FOR THIS LOCATION ONLY

RENEWAL
Original tax: $15.10 St Lucie County 3404-501-0163-000/7 G06031900382
Penalty:
Collection cost:
Total: $15.10 Paid 07/08/2024 15.10 0025-20240708-050025

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the local business taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession or occupation.

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent for the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector is entitled to a collection fee of $1 to $5. This fee is based on the amount of Local Business Tax, which will be collected from delinquent taxpayers after September 30 of the business year.

This receipt is a Local Business Tax only. It does not permit the local business taxpayer to violate any existing regulatory or zoning laws of the state, county or city. It also does not exempt the local business taxpayer from any other taxes, licenses or permits that may be required by law.

Pursuant to Florida law, Local Business Taxes are subject to change.

D & R Landscape Inc
PO Box 12605
Fort Pierce, FL 34979

Detail by Entity Name

Florida Profit Corporation
D & R LANDSCAPE INC

Filing Information

Document Number	P16000024389
FEI/EIN Number	81-1906411
Date Filed	03/15/2016
Effective Date	03/09/2016
State	FL
Status	ACTIVE

Principal Address

6108 DELEON AVE
FORT PIERCE, FL 34951

Changed: 05/03/2016

Mailing Address

PO BOX 12605
FORT PIERCE, FL 34979

Registered Agent Name & Address

HUNT, DAVID W
1002 WEST 2ND STREET
FORT PIERCE, FL 34982

Officer/Director Detail

Name & Address

Title P

HUNT, DAVID W
PO BOX 12605
FORT PIERCE, FL 34979

Annual Reports

Report Year	Filed Date
2022	02/10/2022
2023	01/20/2023
2024	02/05/2024

County Certification Number: 032965

DAVID W HUNT
D & R LANDSCAPE INC
PO Box 12605
Fort Pierce, FL 34949

Planning & Development Services
Building & Code Regulation Division
2300 Virginia Ave
Ft Pierce, FL 34982
Phone: (772) 462-1672 Fax: (772) 462-1148
http://www.stlucieco.org/planning/contract_licen.htm

Class Code: Land Clearing

License Type: Contractor

City of Fort Pierce, Florida
Certificate of Competency

EXCAVATION CONTRACTOR

Control #0051068 License # 22-00034102

D & R LANDSCAPE INC
HUNT, DAVID WADE
6108 DELEON AVE
FT PIERCE FL 34951

Licensed Pesticide Applicator Detail

Print Close

Applicator's Name	City, State
HUNT, DAVID WADE	FORT PIERCE,FL

License No.	License Status	License Type:
LF351441	Normal	Limited Urban Landscape Commercial Fertilizer

License Categories

Original Issue Date	Last Issue Date	Expiration Date
4/25/2024	4/25/2024	4/25/2028

Company Name

Agent Count: 0

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM21981

HUNT, DAVID WADE
PO BOX 12605
FORT PIERCE, FL 34979

Categories
5A, 21, 6, 3

Issued: May 28, 2024 **Expires: June 30, 2028**

Signature of Licensee WILTON SIMPSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Indian River State College

Fort Pierce Florida

Be It Known That

David Wade Hunt

Being recommended by the Faculty and having completed the requirements for graduation as prescribed by the State of Florida and by the District Board of Trustees is hereby granted the degree of

Associate in Applied Science

Landscape Technology

and is entitled to all the rights and privileges appertaining to that Degree.

Given this twenty-third day of June, two thousand and eleven.

J. Hal Roberts Jr.
Chair, Board of Trustees

Edward R. Haney
President

Indian River State College

Fort Pierce Florida

This is to certify that

David Wade Hunt

has completed a twenty-four credit course of study in

Pest Control Operations

and therefore is awarded this

Applied Technology Diploma

Given this twenty-third day of June, two thousand and eleven.

Division Dean

Vice President

President

Indian River State College

Fort Pierce Florida

This is to certify that

David Wade Hunt

has completed a eighteen credit course of study in

Landscape & Horticulture Professional

and therefore is awarded this

Technical Certificate

Given this twenty-third day of June, two thousand and eleven.

Division Dean

Vice President

President

Indian River State College

Fort Pierce Florida

Be It Known That

David Wade Hunt

Being recommended by the Faculty and having completed the requirements for graduation as prescribed by the State of Florida and by the District Board of Trustees is hereby granted the degree of

Associate in Applied Science

Golf Course Operations

and is entitled to all the rights and privileges appertaining to that Degree.

Given this twenty-third day of June, two thousand and eleven.

Chair, Board of Trustees

President

International Society of Arboriculture
Certified Arborist

David W Hunt

Having successfully completed the requirements set by the Arborist Certification Board of the International Society of Arboriculture, the above named is hereby recognised as an ISA Certified Arborist



Tom Shiera, Executive Director
International Society of Arboriculture

MN-4070A	Oct 22, 2004
Certification Number	Certified Since

D&R
LANDSCAPE & EXCAVATION

www.dnrlandscaping.com



Are **overgrown trees and dense vegetation** turning your property into a jungle?

Don't worry we got you covered!

FORESTRY, MULCHING TO LAND CLEARING, FULL EXCAVATION TRACTOR SERVICES

Our team specializes in reclaiming overgrown land, making it ready for your next project.

- RESIDENTIAL
- COMMERCIAL
- AGRICULTURAL







We have the expertise to turn your vision into reality!

Call D & R Landscape today - 772-370-9457

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER	CONTACT NAME:	
Florida Insurance Center inc 414 N Alexander St Plant City FL 33563	PHONE (A/C, No, Ext): 813-754-3458	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Southern owners Insurance	10190
INSURER B :	Auto Owners Company	18988
INSURER C :	Technology Insurance company	42376
INSURER D :		
INSURER E :		
INSURER F :		

INSURED

D&R Landscape inc
PO Box 12605
Fort Pierce, FL 34979

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	X		20924241	8/21/2024	8/21/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			5192424100	8/21/2024	8/21/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ 1,000,000 $ 1,000,000
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N: [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	TWC3932936	1/13/2025	1/13/2026	WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is included its officers and employers are listed as additional insured when required by written contract. A waiver of surrogation is included in favor of the additional insured with respect to workers comp.

CERTIFICATE HOLDER

City of Fort Pierce
Attn: Purchasing Department
!00 N U.S.Hwy 1
Fort Pierce FL,34950

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lisa Mcloud

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THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: MADISON WHITE, PURCHASING AGENT, FINANCE DEPARTMENT, PURCHASING DIVISION

FROM: FELICIA HOLLOMAN, ASSISTANT CITY ATTORNEY **FH**

THROUGH: SARA HEDGES, CITY ATTORNEY *SH*

RE: CONTRACT - NUISANCE ABATEMENT SERVICES - RFP 2024-048 (3 AWARDED)

CAO RLS FILE: 25-170

DATE: JUNE 18, 2025

I have reviewed the above Requests for Legal Services (RLS) related to RFP No. 2024-048 and the nuisance abatement vendor agreements. Per RLS 25-59, 25-60, and 25-61, the only item needing edit and review was Exhibit A – Scope of Work. I have created a separate Word document for Exhibit A with edits (see redlined copy). Please attach the clean copy of Exhibit A, which is approved as to form and correctness, to each contract. (Exhibit A is a general Scope of Work and is applicable to all three of the nuisance abatement contracts submitted.)

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.

City Commission Regular Meeting **Agenda Item # 11.a.**
Meeting Date: 03/17/2025
Re: Award of RFP No. 2024-048, Nuisance Abatement
Submitted For: Peggy Arraiz, Code Compliance Manager, Code Enforcement

---

SUBJECT:
Approve award of RFP 2024-048 - Nuisance Abatement Services to multiple vendors and authorize staff to initiate contract negotiations.

SUMMARY:
The City solicited proposals from companies to provide nuisance abatement services, abating nuisance conditions as ordered by the Special Magistrate. The Request for Proposals for Nuisance Abatement Services was issued on August 28, 2024 and specified that the City reserved the right to award multiple contracts. Three (3) proposals were received by the deadline of September 30, 2024, and a selection committee reviewed the submittals and determined that all three proposals were fully responsive to the RFP and were qualified to perform the scope of work.

Based upon the review results and considering the wide array of duties that fall under the nuisance abatement program, the evaluation committee recommends awarding the contract to all three companies:

- D & R Landscape Inc.
- Gone Fishing Landscaping & More, LLC
- Mow 4 Less, LLC

Staff's review procedures within the Code Enforcement Department exceeded beyond the expiration date noted in the bid tabulation memo and the delay in presenting to Commission for final approval was not as a result of any issues with the submitted proposers or proposals.

RECOMMENDATION:
Staff recommends that the City Commission approve awarding RFP No. 2024-048 - Nuisance Abatement Services to the three responsive and qualified companies listed below:

- D & R Landscape Inc.
- Gone Fishing Landscaping & More, LLC
- Mow 4 Less, LLC

ALTERNATIVES:
Staff will act as instructed by the Commission.

RESPONSIBLE STAFF:
Margaret M. Arraiz, Community Response Director

COORDINATED WITH:
Purchasing Department
Janey Vanderhorst, Deputy Director of Community Response
Isaac Saucedo, Sr. Code Enforcement Officer

Fiscal Impact

Budgeted Y/N: FY2025
Account: 0012903-552530
OTHER INFORMATION:
Funding is provided by the Clean & Safe Community Initiative.

Attachments

RFP No. 2024-048 - Nuisance Abatement Services
Bid Tabulation Memo
Submittal - D & R Landscape Inc.
Submittal - Gone Fishing Landscaping & More LLC
Submittal - Mow 4 Less, LLC
RFP No. 24-048 Response Checklist

Form Review

Inbox	Reviewed By	Date
City Manager	Peggy Arraiz	02/19/2025 05:11 PM
City Manager	Linda Cox	02/21/2025 12:21 PM
Finance Department	Johnna Morris	03/02/2025 06:02 PM
City Manager	Devoshay Johnson	03/03/2025 03:38 PM
Form Started By: Peggy Arraiz		Started On: 02/19/2025 04:53 PM
Final Approval Date: 03/03/2025		

City Commission Regular Meeting - 5:05 PM **11. R.**

Meeting Date: 09/02/2025

Re: Approval of Nuisance Abatement Contract for Mow 4 Less, LLC - Nuisance Abatement Services - RFP No. 2024-048

Submitted For: Madison White, Purchasing Agent, Finance Department

---

SUBJECT:

Approval of Continuing Services Agreement with Mow 4 Less, LLC. for Nuisance Abatement Services, RFP No. 2024-048, in the amount of $75,000.

SUMMARY:

On March 17, 2025, during the City Commission meeting, the Commission awarded RFP No. 2024-048 for Nuisance Abatement Services. The total annual cost of this service is not to exceed $75,000.

This contract provides for nuisance abatement services, including lot clearing, debris removal, tree trimming, securing unsafe structures and pools, and graffiti abatement on public and private properties. The contractor will respond to specific work orders issued by the City, which will outline the location, scope, and type of work to be completed within a designated timeframe.

RECOMMENDATION:

Staff recommends approval.

ALTERNATIVES:

Staff will proceed as directed by the Commission.

RESPONSIBLE STAFF:

Peggy Arraiz, Director of Community Response
Issac Saucedo, Code Enforcement Officer
Code Enforcement Department

COORDINATED WITH:

Purchasing
City Attorney's Office

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	FY2025
Account:	0012903-552530
Amount:	$75,000

OTHER INFORMATION:

Funding is provided by the Clean & Safe Community Initiative.

Attachments

Agreement
CAO Memo
Agenda Item

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	08/25/2025 05:08 PM
City Manager	Richard Chess	08/27/2025 10:20 AM
Form Started By: Madison White		Started On: 08/21/2025 04:00 PM
Final Approval Date: 08/27/2025		

CITY OF FORT PIERCE
CONTINUING SERVICES AGREEMENT
RFP NO. 2024-048 NUISANCE ABATEMENT SERVICES

This Agreement ("Agreement"), entered into this _____ day of _____, 2025, is made and entered into by and between the City of Fort Pierce, Florida, a municipal corporation ("City"), and MOW 4 LESS LLC, a FLORIDA LIMITED LIABILITY COMPANY, with its principal place of business at 308 South 30th Street, Fort Pierce, FL 34947 ("Contractor").

WHEREAS, on August 28, 2024, pursuant to RFP No. 2024-048, the City solicited the services of qualified vendors to provide nuisance abatement services; and

WHEREAS, the Contractor submitted a proposal that was evaluated by an evaluation committee who recommended award to Contractor; and

WHEREAS, on March 17, 2025, the City Commission authorized the award of RFP No. 2024-048 to Contractor and authorized staff to initiate contract negotiations with Contractor; and

WHEREAS, Contractor is qualified and experienced in providing nuisance abatement services; and

WHEREAS, the City is in need of such continued services for nuisance abatement; and

WHEREAS, Contractor has agreed to furnish nuisance abatement services to the City for the compensation set forth herein and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, the Parties agree as follows:

1. Contractor Services.

1.1 Contractor will provide the services as set forth in **Exhibit A**, Scope of Work, attached hereto and incorporated for all purposes ("the Services"), to the satisfaction of the City.

1.2 Contractor will be available to begin work promptly after receipt of a fully executed copy of this Agreement. It is agreed that this Agreement shall be considered a continuing contract and work will be initiated on an assignment-by-assignment basis through a Specific Authorization. The City will notify all contractors, of which the City has entered a nuisance abatement agreement, of an assignment, and solicit from the contractors their proposed costs and time period for completion of the assignment. The City reserves the right to select the respective contractor who the City believes is in its best interest to perform the specified work. Contractor specifically acknowledges and agrees this Agreement is not a guarantee the City will select Contractor to perform any services, nor is Contractor guaranteed to receive any assignments for which Contractor will be compensated by City pursuant to this Agreement.

1.3 A Specific Authorization from the City will be provided to Contractor for each assignment awarded to Contractor. The Specific Authorization shall set out the Scope of Work for the assignment, time of performance, and any other necessary terms.

1.4 The Community Response Director can approve Specific Authorizations up to the limit established by the City Purchasing Policy for department heads. Specific Authorizations over the limit for department heads and up to $50,000 must be authorized by the City Manager. Specific Authorizations over $50,000 must be presented to the City Commission for authorization.

1.5 Notwithstanding any other provision of this Agreement, the Contractor's performance of the Services will (1) conform to the specifications and requirements contained in the RFP No. 2024-048 – Nuisance Abatement Services and the Contractor's Bid, attached as **Exhibit B**. To the extent that the Bid or Contractor's Bid conflict with the terms of this Agreement, the terms of this Agreement will control.

2. Compensation.

2.1 Total compensation to Contractor will not exceed $75,000 (**Seventy-Five Thousand Dollars and 00/100)** within each fiscal year (October 1 to September 30) of the Agreement. Total compensation shall include all travel and expenses. Payment for the services performed will be processed within thirty (30) days of receipt and approval of an invoice in accordance with the Florida Prompt Payment Act, Florida Statutes § 218.70-79.

2.2 Upon completion of the services and acceptance by the City, Contractor will submit invoices, along with the required documentation, as set forth in **Exhibit A**, Scope of Work.

2.3 The City will, within thirty (30) days from the date it receives an invoice and supporting documentation, approve or disapprove the amount reflected in the invoice. If the City approves the amount or any portion of the amount, the City will promptly pay to Contractor the amount approved so long as Contractor is not in default under this Agreement. If the City disapproves any invoice amount, the City will give Contractor specific reasons for its disapproval in writing.

3. Term. This Agreement is effective as of the date last signed below ("Effective Date") and will terminate two years from the effective date, unless earlier terminated in accordance with Section 8. The City will have the option, in its sole discretion, to renew this Agreement for four (4) additional one (1) year terms.

4. Licenses, Permits, Taxes, Fees, Laws and Regulations.

4.1 Contractor warrants that it will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for Contractor's performance of this Agreement.

4.2 Contractor will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with Contractor's performance of this Agreement.

4.3 Contractor will comply with and will be responsible for requiring its officers and employees to comply with, all applicable federal, state, and local laws and regulations.

5. Ownership and Use of Work Material.

5.1 All drawings, specifications, plans, computations, sketches, data, records, photographs, tapes, renderings, models, publications, statements, accounts, reports, studies, and other materials prepared by Contractor or any Contractor's subcontractor in connection with the Services (collectively, "Work Material"), whether or not accepted or rejected by the City, are the sole property of the City and for its exclusive use and reuse at any time without further compensation and without any restrictions.

5.2 Contractor grants and assigns to the City all rights and claims of whatever nature and whether now or hereafter arising in and to the Work Material.

5.3 Contractor will deliver all Work Material to the City upon expiration or termination of this Agreement. The City will have the right to use the Work Material for the completion of the Services or otherwise. The City may, at all times, retain the originals of the Work Material.

5.4 The Work Material will not be used or published by Contractor or any other party unless expressly authorized by the City in writing. Contractor will treat all Work Material as confidential.

6. Confidentiality and Safeguarding of City Records; Press Releases; Public Information.

6.1 Contractor shall not disclose, publish, or authorize others to disclose or publish Work Material or other information pertaining to the Services assigned to Contractor by the City or other information to which Contractor had access during the term of this Agreement without the prior written approval of the City.

6.2 Contractor will not make any press releases, public statements, or advertisement referring to the services or the engagement of Contractor as an independent Contractor of the City in connection with the Agreement or release any information relative to the Agreement for publication, advertisement or any other purpose without the prior written approval of the City.

6.3 The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.

7. Public Records. The City strictly adheres all statutes, court decisions and the opinions of the Florida Attorney General with respect to disclosure of public information under Chapter 119, Florida Statutes, Contractor shall comply with all public records laws, specifically to:

7.1 Keep and maintain public records required by the City to perform the service.

7.2 Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

7.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to the City.

7.4 Upon completion of the contract, transfer, at no cost, to the City all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfer all public records to the City upon completion of the contract, Contractor shall destroy any duplicate public record that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, PUBLICRECORDS@CITYOFFORTPIERCE.COM, 100 NORTH U.S. HWY 1, FORT PIERCE, FL 34950.

8. Termination.

8.1 If either party is in default of performance of any material obligation under this Agreement, the party that is not in default may give written notice of the default to the other party and if the party notified fails to correct the default within thirty (30) days or within such period fails to satisfy the party giving notice that the default does not exist, the party giving notice may terminate this Agreement upon expiration of the thirty (30) day period.

8.2 The City may terminate this Agreement immediately in the event of the filing by or against Contractor of a petition for relief in bankruptcy or for receivership, or in the event that Contractor becomes insolvent.

8.3 The termination of this Agreement will not affect any right or remedy that has accrued to either party at the time of termination.

8.4 Upon termination of this Agreement, Contractor will deliver to the appropriate representative of the City all Work Material related to the services performed by Contractor in the format requested by the City together with any keys, identification badges, or equipment owned by the City.

8.5 Termination under Sections 8.1 or 8.6 will not relieve Contractor from liability for any default or breach under this Agreement or any other act or omission of Contractor.

8.6 The City may terminate this Agreement, for any reason, without cause, in its sole discretion, upon written notice to Contractor. At such time, Contractor will be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down or other costs incurred due to termination of this Agreement.

9. Indemnification. Contractor will indemnify and hold harmless the City, and its members, officials, officers, attorneys, employees, representatives and agents from all claims, demands, causes of action, and judgments for taxes, license fees, excises, fines, and penalties; for supplies, services, or merchandise purchased by Contractor; for wages and fringe benefits of Contractor's employees; and for injury or death of any person or damage to property that result directly or indirectly from the negligent or intentional acts or omissions of Contractor or its officers, agents, or employees in the performance of this Agreement.

10. Insurance.

Contractor shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the City, the types and amounts of insurance conforming to the minimum requirements set forth herein. Contractor shall not commence work until the required insurance is in force and evidence of insurance has been provided to and approved by the City. As evidence of compliance with the insurance required herein, Contractors shall furnish the City with:

A fully completed satisfactory Certificate of Insurance evidencing all coverage required. Also, a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies) and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of the City and its board members, officials, officers and employees as additional insureds in the Commercial General Liability coverage;

The original of the policy(ies); or

Other evidence satisfactory to the City.

Until such insurance is no longer required by this Agreement, Contractor shall provide the City with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

If requested to do so by the City, Contractor shall, within thirty (30) days after receipt of a written request from the City, provide the City a certified, complete copy of the policies of insurance of insurance providing the coverage required.

Workers' Compensation/Employers' Liability - Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The policy must be endorsed to provide the City with thirty (30) days written notice of cancellation.

The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	$1,000,000	(Each Accident)
	$1,000,000	(Disease-Policy Limit)
	$1,000,000	(Disease-Each Employee)

The Workers' Compensation Policy must be endorsed to waive the insurer's right to subrogate against the City and its respective members, officials, officers, and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with City and their respective members, officials, officers, and employees scheduled thereon.

Commercial General Liability - Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements. other than those required by ISO or the state of Florida or those described below. The policy must be endorsed to provide the City with thirty (30) days written notice of cancellation. The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

- Mold, fungus, or bacteria
- Terrorism
- Sexual molestation

The City and its officials, officers, agents and employees shall be included as "Additional Insureds" on a form no more restrictive than the latest edition of ISO Form CG 20 10 (Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization Endorsement). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

General Aggregate	$1,000,000
Products/Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

Fire Damage (any one fire)	$Nil
Medical Expense (any one person)	$Nil

Automobile Liability - Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed. The policy shall cover all owned, non-owned, and hired autos used in connection with the performance of the work and must be endorsed to provide the City with thirty (30) days written notice of cancellation. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence	
Bodily Injury and Property Damage Liability Combined	$1,000,000

General Conditions - The insurance provided by Contractor shall apply on a primary basis. Any insurance, or self-insurance, maintained by the City shall be excess of, and shall not contribute with, the insurance provided by Contractor.

Except where prior written approval has been obtained hereunder, the insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Contractor shall pay on behalf of the City or its officials, officers, agents and employees any deductible or self- insured retention applicable to a claim against the City or its officials, officers, agents and employees.

The insurance provided by the Contractor shall be endorsed to provide that the Insurer waives its rights against the City and their officials, officers and employees.

Compliance with these insurance requirements shall not limit the liability of Contractor. Any remedy provided to the City by the insurance provided by the Contractor shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Contractor) available to the City under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by Contractor shall relieve Contractor from responsibility to provide insurance as required by this Agreement.

Certificates of Insurance must be completed as follows:

1. Certificate Holder:

   City of Fort Pierce
   Attention: Risk Manager
   100 N. U.S. Hwy 1
   Fort Pierce, FL 34954-1480

2. Additional Insured for General Liability:

   City of Fort Pierce and its officials, officers and employees.

11. Alterations or Additional Work. Contractor shall not make changes in the job scope or perform any additional work or provide any additional material, under this Agreement without first obtaining written authorization from the City for such additional work or materials. Additional labor or materials provided without written authorization shall be done at Contractor's risk and without payment.

12. Waiver of Jury Trial.

BOTH THE CITY AND CONTRACTOR HEREBY KNOWINGLY AND INTENTIONALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY AND ANY ISSUE ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT SHALL BE RESOLVED BY NON-JURY TRIAL.

13. Notice. All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by hand delivery, Unites Sates certified mail, postage prepaid, return receipt requested, or overnight courier services (e.g. FedEx, UPS) to the party to be notified at the addresses set forth below or at such other addresses as the parties shall designate to each other in the manner prescribed for notice herein:

AS TO CITY:
City Manager
100 N US Highway 1
Fort Pierce, FL 34954

WITH A COPY TO:
City Attorney
100 N US Highway 1
Fort Pierce, FL 34954

AS TO CONTRACTOR:
Andrew Kissoon
Owner-President
308 S 30th Street
Fort Pierce, FL 34947

Any notice shall be deemed received on the date of actual receipt or refusal. Changes of address shall be effective when provided in writing to the other party in the manner described herein.

14. Independent Contractor. The Contractor is and shall at all times be deemed to be an independent contractor for all purposes under this Agreement and shall not be deemed to be a representative, agent, or employee of the City in the performance of the Services.

15. Sovereign Immunity. Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

16. Miscellaneous

16.1 Assignment. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.

16.2 Representations and Warranties by Contractor. If Contractor is a corporation or a limited liability company, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Florida, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

16.3 Taxes. The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. Contractor shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

16.4 Entire Agreement; Modifications. This Agreement supersedes all prior agreements, written or oral, between Contractor and the City and will constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by authorized representatives of the City and Contractor.

16.5 Force Majeure. Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, civil unrest, flood, fire, tsunami, volcano, sabotage, air space closure, ground stop(s), a U.S. Department of State Travel Warning or any other circumstances of like character ("force majeure occurrence").

16.6 Venue; Governing Law. St. Lucie County, Florida, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Florida.

16.7 Dispute Resolution. Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the Contractor and the City. Unless otherwise directed by the City, Contractor shall carry on the work and maintain its progress schedule in

accordance with the requirements of the Contract and the determination of the City or its representatives, pending resolution of the dispute. Any dispute which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

16.8 Waivers. No delay or omission in exercising any right accruing upon a default in performance of this Agreement will impair any right or be construed to be a waiver of any right. A waiver of any default under this Agreement will not be construed to be a waiver of any subsequent default under this Agreement.

16.9 Conflict of Interest. Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311 et. seq., Florida Statutes. Contractor further represents that no person having any interest shall be employed for said performance.

16.10 E-Verify. All requirements of Section 448.095, Florida Statutes, shall be complied with by Contractor. In accordance with, Section 448.095, Florida Statutes, Contractor shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Contractor enters into a contract with a subcontractor performing work or providing services on its behalf, Contractor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. Contractor shall, upon request, provide evidence of compliance with this provision to the City. A contract terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the City terminates this contract with Contractor, Contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. Contractor is liable for any additional costs incurred by the City as a result of the termination of this contract under Section 448.095, Florida Statutes.

16.11 Non-Discrimination. Contractor covenants and agrees that Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex or physical handicaps (except where based on a bonafide occupational qualification); or because of marital status, race, color, religion, national origin or ancestry.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement in counterparts each of which shall be treated as an original upon the terms and conditions above stated.

CONTRACTOR,
MOW 4 LESS LLC:

By: _____

Name: Andrew Kissoon

Title: owner

Date: 8-13-2025

CITY OF FORT PIERCE:

By: _____
Linda Hudson, Mayor

Date: _____

ATTEST:

By: _____
Linda Cox, City Clerk

(seal)

APPROVED AS TO
FORM AND CORRECTNESS:

By: _____
Sara Hedges, City Attorney

Attached: Exhibit A – Scope of Work
Exhibit B – Contractor's Proposal

EXHIBIT "A"
SCOPE OF WORK

1. SERVICES TO BE PROVIDED

The Contractor shall furnish all labor, equipment, supervision, transportation, materials, tools, and incidentals necessary to perform the following nuisance abatement tasks:

a. Lot Clearing and Debris Removal

i. Removal of overgrown vegetation, including mowing, cutting, and trimming of grass, shrubs, and weeds to the following specifications:

- Grass is to be neatly cut and mowed to the street edge.
- Fence lines, trees, houses, etc. are to be weed wacked / trimmed.
- Edging to be completed when needed.

ii. Removal and disposal of garbage, litter, junk, tires, and debris.

b. Trees – Removal / Trimming

i. All trees are to be trimmed up to seven feet (7') above grade and all bushes and shrubbery to be trimmed down to two and a half feet (2.5') above grade.

ii. Tree removal is to be completed with the trunk cut level with the ground. Stump grinding is not required unless it is specified in the work order request and will be considered an extraordinary expense.

c. Securing Structures / Pools

i. Secure vacant, abandoned, or unsafe structures as directed.

ii. Use of materials and methods as directed by the Code Enforcement Officer. (i.e. Plywood vs. clear board)

iii. Installation of temporary or permanent barriers to restrict access to unsafe or unsecured swimming pools.

iv. Application of safety covers or fencing that complies with applicable codes and safety regulations.

d. Graffiti Abatement

i. Removal or painting over graffiti on public or private properties, using approved methods and matching paint colors where possible.

2. WORK ORDER PROCESS

Work order requests (also referred to as "Specific Authorizations") shall be provided to the Contractor by the City and shall include the following information:

a. Services shall be requested through written requests for bid.

b. Each request will specify the location and nature of services.

i. The address and parcel number for the property to be addressed.

ii. A map of the location of the property, including the property line measurements. If needed, the map will be marked to show more specific details of the work to be performed.

iii. A description of the work required. Ex) Grass in excess of 18”; Trees/shrubs to be lifted and trimmed; Visible large debris; Tires; Secure structure – 2 doors and 4 windows.

iv. The name of the Code Officer responsible for the work order request and contact information.

c. Response to the City's request for services shall not exceed seven (7) days from the time the request is initiated.

d. The Contractor should be on site, capable of starting the work, within three (3) days of acceptance of response.

e. The time required for completion of more extensive work will be established prior to the execution of a work order.

3. STANDARDS OF PERFORMANCE

a. Contractor shall complete all tasks in a timely, professional, and workmanlike manner. Unless specified differently in the request for bid, all work is to be completed within seven (7) days of bid acceptance.

b. Delays due to weather, equipment malfunction, or similar are to be reported to the assigned Code Officer prior to the expiration of the approved work window. Certain delays may need to be approved by management.

c. All work shall be subject to inspection and approval by the Code Enforcement Officer or Department Management.

d. All debris, including all loose, broken, or cut branches, is to be removed by the Contractor daily. Disposal shall be done off the site and the Contractor shall pay all disposal fees.

4. INVOICING AND REPORTING

a. All invoices are to be submitted in a timely manner, no later than seven (7) days after the work has been completed.

b. Invoices shall include detailed descriptions of services performed, including code case #, property address, date of service, and before/after photos.

c. Supporting documentation for certain services, including disposal receipts, may be required for payment approval.

5. CONTRACTOR RESPONSIBILITIES

a. The Contractor is responsible for confirming they are working on property identified in the work order.

   i. Familiarity with the St. Lucie County Property Appraiser's website is required.

   ii. A measuring wheel or similar measuring device is required.

b. Clear before and after photographs of each parcel, submitted electronically and accompanying the invoice.

   i. Photos are to be date/time stamped.

   ii. Before and after photos should be taken from the same spot providing the same view.

   iii. A minimum of two (2) before and two (2) after photos must be submitted for each work order.

   iv. Failure to provide clear before and after photos may result in non-payment of the invoice.

c. If needed, the Contractor or a representative must be available to respond in person to code enforcement hearings resulting from action taken by the City in which the Contractor provided nuisance abatement services. The Contractor may provide supporting testimony regarding the abatement activities taken and to validate documents such as the required photographs and submitted invoices for service.

d. Any damage(s) due to negligence or improper conduct of the Contractor occurring to such properties shall be immediately repaired at the expense of the Contractor to a condition equal to or better than that existing before such damage occurred.

EXHIBIT "B"
CONTRACTOR'S PROPOSAL

Letter of Transmittal

To whom it may concern,

This letter will summarize in a brief and concise manner our understanding of the Scope of Work.

We at Mow 4 Less LLC have been servicing municipalities for many years. Our staff and management have decades of experience in grounds maintenance and property preservation. We are currently doing this type of work, so we have a clear and concise understanding of the City's requirements. Our reputation speaks for itself. We are committed to quality service which in turn produces an exceptional product. We are goals oriented. Meeting set deadlines are, are first priority. We strive for the innovation our craft.

Andrew Kissoon is the owner and operator. We look forward for the opportunity to continue serve you.

Sincerely,



Mow 4 Less LLC.
Andrew Kissoon, owner
308 S. 30 St
Fort Pierce FL. 34947
772-201-7655

Organizational Profile

Mow 4 Less LLC. is a solely owned corporation by Andrew Kissoon. We are a family run business. Our staff includes field managers, team leaders and hands on ownership. Management and team leaders work together daily with staff, to produce a flawless product.

We have been managing and maintaining large projects for many years. And we have not lost or forfeited any project due to management, quality or lack of funding.

Andrew Kissoon manages and supervises all projects. Our primary work force is locals. This not only benefits our local economy, it also strengthens it. We employ on average 8-12 individuals year round.

We are steps above our competition by implementing our key management strategies.

The key components of our project management plan are as follows:

* *Project Objectives*
* *Schedule Management*
* *Cost Management*
* *Resource Management*
* *Communication Plan*
* *Procurement Management*
* *Project Organization*

We have been awarded and fulfilled several multi-million dollar contracts in and around the county throughout the years. And we have never filed for bankruptcy or hardships. We have the resources and cash flow to handle this project.

We are financially stable, with various streams of income. Below are some key points.

***Current cash flow*:** .Our monthly income and monthly expenses leave us with a surplus. Surplus funds each month are then allocated to various projects the following months.
***Net worth*:** The business is valued over several million dollars.
Goals: As any business profitability and sustainability is what to strive for.
Asset allocation: Includes but not limited to, lines of credit, short term loans and cash surplus.

ANDREW KISSOON

308 S. 30 St. | Fort Pierce Fl. 34947 | 772-201-7655 | Andrewkissoon@aol.com

OBJECTIVE

Promote and implement effective property management practices.

SKILLS PROFILE

- *20 years of residential construction and property management*
- *Commercial Landscape maintenance Holder license #LC216453 Florida Dept. Of Agriculture*
- *Licensed Commercial fertilizer Applicator*
- *FDOT certified traffic maintenance operator*
- *Arborist*
- *Certified in the removal of Brazilian pepper, Tropical Soda apple*
- *Over ten years of experience in the landscaping industry*
- *Heavy Equipment operator*
- *Certified Handyman License St. Lucie County*

EDUCATION

High School of Graphic Communication Arts — *Graduated 1991*
New York City Technical College
Associates Degree in Graphic Communications — *Graduated 1995*
Bachelors Degree in Arts — *Graduated 1998*

EMPOLYMENT HISTORY

Owner, Mow4 Less Lawn Care LLC. — 2008— present
Fort Pierce, Fl

- *Manage daily operations*
- *Scheduling and estimating of projects*
- *Bid procurement*
- *Maintenance and repair of equipment*
- *Employee training and staffing*

Manager, First Choice Enterprises — 1994 — 2006
New York, NY

- *Manage daily operations*
- *Employee scheduling*
- *Sales and service*
- *Equipment repair*

City of Fort Pierce

LOCAL BUSINESS TAX RECEIPT

Please post in a conspicuous place or keep on person.

Business Name / Mailing Address:	Owner:
MOW 4 LESS LAWNCARE LLC 308 S 30TH ST FT PIERCE FL 34950	MOW 4 LESS LAWN CARE LLC

Parcel ID/Business Location*: 2408-806-0008-000/8, 308 S 30TH ST

***This local business tax receipt is valid at this location only.**

Date Issued	Expiration Date	Control Number
November 30, 2023	September 30, 2024	0043527

The business stated above may be engaged in the following business, profession or occupation at the location above-described.

BTR #	Classification	Restrictions
24-00025572	LAWN SERVICE AND CARE	LAWN CARE - HOME OCCUPATION. MUST COMPLY SEC 22-63

Tax Amount	$93.36
New/Renewal Fee	$5.00
Penalty	$14.00
Total	$112.36

Linda W Cox

Linda W. Cox, City Clerk (SEAL)

CITY OF FORT PIERCE CORPORATE SEAL ST. LUCIE COUNTY, FLORIDA

THIS IS A RECEIPT FOR TAX PAID AND IS NOT REGULATORY IN NATURE. This receipt does not warrant that the receipt holder is competent to perform in the business, but that the holder has paid the required tax and provided the necessary documentation (if required) for this business. Valid only when all state and local regulated trade licenses/competency cards are valid for the current fiscal year as required by law. This receipt becomes null and void if business name, classification, ownership or address is changed.

THE SUNRISE CITY FORT PIERCE *Florida*

Scope of Work

We have read over the bid documents in it entirety and have the skills, resources, funding and man power to execute this contract. Our company has been doing this type of work for over a decade.

Technical Approach

Duration- 1 day, (based on an average size lot)
Number of employees- minimum of 6
Skilled positions- Mowers- 2
Supervisor/Staff support/ Driver-1
Trimmers/weedeaters-2
Edgers /Blowers- 1
Trash/ Debris- 1 (more if needed)

All trash on turf areas will be picked up before mowing. Mowing, weed eating and edging will be done simultaneously. After these tasks are completed the crew with clean up all serviced areas. Concluding with blowing and any residual trash removal. This is all based on ideal weather conditions.

Technical Capabilities

As a company we are technically capable managing this project. One of our main attributes is our low turnover rate. This ensuring tenured and competent staffing are employed permanently. Additionally this maintains our core workforce. In house and update training of company techniques, policy and procedures are continuously available for staff. The majority of our equipment is new, ensuring zero down time. Each staff member is proficient in specific and broad technical skills ensuring a high quality of service. A supervisor will be onsite delegating work and positions daily.

Demonstrated Experience

We have been servicing municipalities for many years. Our scheduling and management techniques allow us to stay on schedule and under budget. Quality control is our first priority. All of our staff monitor and maintain job awareness ensuring an excellent final product. Here's a brief list of satisfied customers.

St. Lucie County Road and Bridge
St. Lucie County School District
St. Lucie County Bailing and Recycling
Fort Pierce Utilities Authorities
City Of Fort Pierce /Code Enforcement

Staffing Standards

Training- All staff has a minimum of one year experience in grounds maintenance. We also educate when new techniques and procedures are available. We implement an employee training and development program that helps our employees become better at their jobs and overcome performance gaps that are based on lack of knowledge or skills. This can help us and our teams be more productive and obtain improved business outcomes, leading to a competitive advantage over other companies. In addition our employee training programs and development also helps with succession planning by helping to identify high-performing employees and then assisting those employees with the development of the knowledge and skills they need to advance into more senior roles.

Monitoring- All staff are monitored daily. On the job site a supervisor will observe and enforce safe working conditions, he will also ensuring a high quality of workmanship.

Screening- Staff is screened at the local level to meet company standards. We promote a drug free work place.

Retained- Our retention policy promotes career development, rewards and recognition (R&R), and flexible working arrangements have been put in place to offer a great employee experience. All of our staff is employed from the community. They are given equal opportunity to excel based on performance, attendance, punctuality and teamwork to name a few.

Performance Monitoring

What staff performance monitoring means to us. It is using specific methods to identify whether employees are completing their tasks effectively and to a high standard. It is essential to monitor employee performance to ensure that they are aligned with our goals and objectives.
An onsite supervisor will monitor daily activity. He will report to staff any discrepancies and oversights to get them rapidly resolved. Quality control is our number one goal.

Evaluation format as follows.

1- Reviewing work, either total output or samples.
2 -Observing employee work activities.
3 -Reading reports, charts, time sheets, work records, or logs, etc.
4 -Self-reporting on progress by the employee.
5 -Surveying others, the public, or clients of the services.
6 -Noting and investigating complaints and commendations.

PROPOSAL PRICE SHEET

Cost of Work shall cover all work to be performed by the Contractor under this section including all labor, supervision, equipment, machinery, tools, materials, transportation, insurance, and all other incidentals necessary to comply with the specifications required to perform nuisance abatement services requested by the City.

JOB TITLE	DESCRIPTION	PROPOSED PRICE (HOURLY)
Lot Clearing	Lift trees / remove underbrush / cut grass / trim bushes – per man hour.	$ 35.00 per hr.
Junk / Debris Removal	Price per pound or per man hour.	$ 35.00 per hr.
Tree Timming / Removal Services	Cost per tree or per man hour.	$ 35.00 per hr.
Tire Disposal	Price per tire or per pound.	$ 60.00 per 100lbs
Securing Vacant Structures	Windows and doors secured either with painted wood supplied by the vendor or with clear board provided by the City – per man hour.	$ 65.00 per hr.
Mowing	Grass only / minor trash and debris – per man hour.	$ 35.00 per hr.

The hourly rate is fully burdened to include all costs. No additional reimbursement expenses shall be billed.

Company: Mow4Less LLC.

Address: 308 S. 30St.

City, State, Zip code: Fort Pierce Fl. 34947

Phone Number: 772-201-7655 Email: Mow4Less.AK@gmail.com

Authorized Signature: [signature]

Printed Name: Andrew Kissoon

Title: owner Date: 9.23.24

EQUIPMENT 2024	COST	DEPRECIATED VALUE	PURCHASED CONDITION	Hours Of Use	Comments
John Deere WG36A (2019)	3600		NEW	75	
John Deere BC1324 (2020)	2160		NEW	10	
John Deere Z925A 54 (2022)	6500		USED	1400	
John Deere Z930M (2023)	13099.10		2023		
Dixie Chopper 44 (2015)	5600		NEW	204	
John Deere Z930M 60 (2023)	9800		New	68	
Toro Z master 61	7500		used	1200	
John Deere Z920(2023)	9200		new	605	
John Deere Z920(2020)	9200		new	766	
John Deere Z920(2023)	9200		new	550	
John Deere Z920(2018)	9200		new	805	
John Deere WH48A(2018)	4800		new	100	
John Deere 636 (2017)	8600		new	2	
Enclosed Trailer 7x20	6200		new		
John Deere 5075	28920		New		
7x16 Utility Trailer	2000		new		
Enclosed Trailer 7x18	4500		new		
18 x 6.10 Utility Trailer	2200		new		
7.5 x 12 Utility Trailer	1800		new		
Stihl Hedge Trimmer HL 90	439.95		NEW		
Stihl Hedge Trimmer HL 90	439.95		NEW		
Stihl Pole Saw HT 130	529.95		NEW		
Stihl Edger FC 90	349.95		NEW		
Stihl Edger FC 90	349.95		NEW		
Stihl Edger FC 90	349.95		NEW		
Stihl Edger FC 90	349.95		NEW		
Stihl Chain saw 192 TC	319.95		NEW		
Stihl Blower BG 55	149.95		NEW		
Stihl Trimmer FS 130	399.95		NEW		
Stihl Blower BG 86	249.95		NEW		
Stihl Blower BG 56	209.95		NEW		
Echo Trimmer GT 225	159.99		NEW		
Echo Trimmer GT 230	249.99		NEW		
Echo Edger 225	230.99		new		
Echo Hedge Trimmer HC-235	489.99		NEW		
Echo Hedge Trimmer HC-235	489.99		NEW		
Echo Hedge Trimmer SHC-225	359.99		new		
Echo Hedge Trimmer HC-152	289.99		NEW		
Echo Hedge Trimmer HC-165	469.99		new		
Echo CS310	212.98		new		
Echo CS330T	269.99		new		
Echo CS450	389.99		new		

Echo CS370	279.99		NEW		
Echo CS341	225		USED		
Echo SRM 225 Trimmer	219.99		NEW		
Echo SRM 225 Trimmer	160		USED		
Echo SRM 230 Trimmer	289.99		NEW		
Echo SRM 230 Trimmer	289.99		NEW		
Echo SRM 230 Trimmer	289.99		NEW		
Echo SRM 230 Trimmer	289.99		NEW		
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Echo SRM 230 Trimmer	289.99		NEW		
Echo SRM 230 Trimmer	289.99		NEW		
Echo SRM 230 Trimmer	289.99		NEW		
Echo SRM 230 Trimmer	289.99		NEW		
Echo SRM 266 Trimmer	309.99		NEW		
Echo SRM 266 Trimmer	250		USED		
Echo SRM 230 (2013)	289.99		NEW		
Echo Pas 266	299.99		NEW		
Echo Pas Pole saw	199.99		NEW		
Echo Blower PB 250	199.99		NEW		
Echo Pole Saw PPF210	250		USED		
Echo Edger PE- 266	349.99		NEW		
Echo Blower PB265	269.99		NEW		
Echo Blower PB 500	329.99		NEW		
Echo Blower PB 500	329.99		NEW		
Echo Blower PB755	369.99		new		
Echo Blower PB755	369.99		new		
Ford F250			2003		
Ford F150			2008		
GMC 3500			2004		
Ram 3500			2023		
Ford E350			2010		


05/10/2024
09:57


JOHN DEERE
05/10/2024
09:57


05/10/2024
09:49


05/10/2024
10:00


INDIAN RIVER TRAILERS
1-800-521-4155
05/10/2024
09:58


20
05/10/2024


05/10/2024
10:17


JOHN DEERE
05/10/2024
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16:10


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Additional Services

We are a full service landscape management/ property preservation company. We specialize in neglected properties. Below is a list of some additional services we provide, but not limited too.

Bush Hogging/ extreme mowing
Landscaping
Tree trimming, pruning, removal
Planting
Hurricane Cleanup
Pest control
Fertilization
Weed control
Beautification
Sod Installation
Garbage trash removal
Property securement
Painting

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**REQUEST FOR PROPOSALS** **and** **PROPOSER ACKNOWLEDGMENT**
Bid Writer: Madison White, 772-467- 3102	RFP No: 2024-048
Pre-Proposal Conference Date: N/A	RFP Title: NUISANCE ABATEMENT SERVICES (REBID)
Mandatory Pre-Proposal Location: N/A	RFP Opening Location: City of Ft. Pierce Purchasing Division Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
RFP Due Date & Time: 3:00 PM, MONDAY, SEPTEMBER 30, 2024	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Proposer Name: Mow 4 Less LLC. Mailing Address: 308 S. 30 St.	*I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.* X Andrew Kissoon Authorized Signature (Manual)
City, State, Zip Code: Fort Pierce Fl. 34947	Typed or Printed Name: Andrew Kissoon
Type of Entity (Select one): Corporation X Partnership Proprietorship	Title: owner
Incorporated in the State of: Fl. Year: 2013	Delivery in _____ days, ARO
Phone Number: 772-201-7655	Payment Terms: Net 30 Days
Fax Number: 772-595-6505	FEIN or SS Number: 46-2009882
E-Mail Address: Mow4Less.AK@gmail.com	Local Business: X Y ___N MWBE: ___Y ___N
Bid Security is attached, when required, in the amount of $ _____ F.O.B. DESTINATION	If returning as a "No Bid" state reason:
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that Mow 4 Less LLC. does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employees community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature

9-23-24

Date

NON-COLLUSION AFFIDAVIT
FOR PRIME BIDDER

STATE OF Florida

COUNTY OF St. Lucie

Andrew Kissoon, being first duly sworn, deposes and says:

That he is owner
(a partner or officer of the firm, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Mow 4 Less LLC.
(Firm Name)

By: [signature]

Title: owner

Subscribed and sworn to before me this 23
day of, September 2024.

[signature]
Notary Public

My Commission expires: (Seal)

08/05/2028

CARLOS MARTINEZ
Notary Public - State of Florida
Commission # HH 578499
My Comm. Expires Aug 5, 2028

PUBLIC ENTITY CRIMES AFFIDAVIT

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted by City of Fort Pierce
(Print name of the public entity).

by Andrew Kissoon, owner
(Print individual's name and title)

for Mow 4 Less LLC.

whose business address is 308 S. 30 St. Fort Pierce Fl. 34947

(If applicable) its Federal Employer Identification Number (FEIN) is 46-2009882

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet). Required as per the IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime: or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facia case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

X Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July I, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July I, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July I,1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (**Attach a copy of the final order**)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDEN I1F1ED IN PARAGRAPH **1** (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 F THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FWRIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[signature]
(Signature)

9-23-24
(Date)

STATE OF Florida

COUNTY OF St. Lucie

PERSONALLY APPEARED BEFORE ME, the undersigned authority Andrew Kissoon
(Name of individual signing)

Who, after first being sworn by me, affixed his/her signature in the space provided above on this day 23 of September, 2024.

(NOTARY PUBLIC)

My Commission Expires: 08/05/2028

CARLOS MARTINEZ
Notary Public - State of Florida
Commission # HH 578499
My Comm. Expires Aug 5, 2028

CERTIFICTION REGARDING SCRUTINZED COMPANIES LISTS

Respondent Name: Mow 4 Less LLC.

Respondent's Authorized Representative Name and Title: Andrew Kissoon, owner

Address: 308 S. 30 St.

City: Fort Pierce State: Fl. Zip: 34986

Phone Number: 772-201-7655 Respondent FEIN: 46-2009882

Email Address: Mow4Less.AK@gmail.com

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

Certification:

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name: Mow 4 Less LLC.

Authorized Representative's Name and Title: Andrew Kissoon, owner

Address: 308 S. 30 St.

City: Fort Pierce State: Fl. Zip Code: 34947

Phone Number: 772-201-7655 Email Address: Mow4Less.AK@gmail.com

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By:	Andrew Kissoon, owner	9.23.24
Authorized Signature	Printed Name and Title	Date

STATE OF FLORIDA
COUNTY OF St. Lucie

Sworn (or affirmed) and subscribed before me by means of

☑ physical presence or ☐ online notarization

this 23 day of September, 2024 by Andrew Kissoon, who is

☐ personally known or
☑ produced identification (ID produced: FL Driver License).

Notary Public Signature: _____ (Seal)

Print Name: Carlos Martinez

My Commission Expires: 08/05/2028

CARLOS MARTINEZ
Notary Public - State of Florida
Commission # HH 578499
My Comm. Expires Aug 5, 2028

E-VERIFY
AFFIRMATION STATEMENT

Description: Nuisance Abatement Services (Rebid)

Pursuant to Section 448.095, Florida Statutes, Contractor/Proposer/Responder acknowledges and agrees:

(a) to register with and use the E-Verify System to verify the work authorization status of all persons employed by the Contractor/Proposer/Responder to perform employment duties during the term of the Contract, and

(b) to require any subcontractor (as defined in Section 448.095, Florida Statutes) assigned by Contractor/Proposer/Respondent to perform work pursuant to the Contract to register with and use the E-Verify System to verify the work authorization status of all persons employed by the subcontractor during the term of the Contract, and

(c) if Contractor/Proposer/Responder enters into a contract with a subcontractor, Contractor/Proposer/Responder shall obtain an affidavit from every subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor/Proposer/Responder shall maintain a copy of such affidavit for the term of the Contract, and

(d) the Contractor/Proposer/Bidder shall use the E-Verify System during the term of the Contract, as a condition of the Contract.

Contractor/Proposer/Bidder Company Name: Mow 4 Less LLC.

Authorized Company Person's Signature: Andrew Kissoon

Authorized Company Person's Title: owner

Date: 9-23-24

STATE OF FLORIDA
COUNTY OF St. Lucie

Sworn (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization this 23 day of September, 2024 by Andrew Kissoon, who is ☐ personally known or ☑ produced identification (ID produced: FL Driver License).

Signature: _____ (Seal)

NOTARY PUBLIC

My Commission Expires: 08/05/2028

CARLOS MARTINEZ
Notary Public - State of Florida
Commission # HH 578499
My Comm. Expires Aug 5, 2028

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

REFERENCES

RFP NO. 2024-048
NUISANCE ABATEMENT SERVICES

Contact Person & Title	Dereck Moore
Email Address	MooreDe@StLucieco.org
Phone No.	772-267-0907
Company Name	St. Lucie County
Mailing Address	3071 Oleander Ave.
City, State, Zip	Fort Pierce Fl. 34982
Type of commercial work contracted	Mowing
Contact Person & Title	Joel Spades
Email Address	Jspades@FPUA.com
Phone No.	772-579-0416
Company Name	FPUA
Mailing Address	500 Boston Ave
City, State, Zip	Fort Pierce Fl. 34950
Type of commercial work contracted	Grounds Maintenance

CITY OF FORT PIERCE CHECKLIST

This checklist is provided to assist each Proposer in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Proposer to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Proposer to read and comply with the Request for Qualifications in its entirety.

Check "Yes" or "No" to each of the following:

	YES	NO
Is Request for Qualifications cover page (page 1) completed, signed and attached?	✓	
Include proof of proper insurance as stated in bid documents.	✓	
Are all of the Required forms complete and included?	✓	
Is each Addendum (when issued) signed and included?	✓	
Have you checked your proposal for proper organization, tabs are correct?	✓	
Are you in compliance with the page limitations?	✓	
Hard Copy Submissions. Confirmation of one (1) original and one (1) copy on USB Drive.	✓	
Did you submit your proposal electronically?		✓
Have you made sure your corporate address matches your Sunbiz information ?	✓	
Are you registered on Demandstar to received addendums	✓	
Have all areas of the RFP forms and related documents been signed off by and authorized agent of the company and / or witnessed / notarized where applicable?	✓	

PLEASE SIGN AND RETURN WITH BID _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Anthony Agrillo	
Agrillo Insurance Agency	PHONE (A/C, No, Ext): 772-287-1560	FAX (A/C, No):
49 SW Monterey Rd.	E-MAIL ADDRESS: tony@agrilloins.com	
Stuart, Fl. 34994	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A: Burlington Insurance Company	23620
MOW 4 LESS LAWN CARE LLC	INSURER B: Progressive Express Ins.	10193
	INSURER C: Florida Citrus,Business & Industries Fund (FCBI)	31259
308 S. 30TH STREET	INSURER D:	
Fort Pierce,Fl.34957	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 26-19-8-1 **REVISION NUMBER:** updated Auto,WC, GL

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			164B567585	09/26/2023	09/26/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			02484203-10	11/15/2023	11/15/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? [Y] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		10664799-2023	10/04/2023	10/04/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Lawn maintenance,Tree trimming from the ground-up and spraying.

1. As respect to Insured's General Liability (GL) Insurance # 164B567585 policy terms and conditions;it includes the Blanket Additional Insured; to the benefit of said Certificate Holder per written agreement. See attached Burlington Insurance endorsement terms & conditions (form # CG 20 33 12 19) .

CERTIFICATE HOLDER

City of Fort Pierce

P.O. Box 1480

Fort Pierce, FL 34994

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

11/27/2023

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Mow 4 Less LLC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

308 S. 30 St.

6 City, state, and ZIP code

Fort Pierce Fl. 34947

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

4	6	–	2	0	0	9	8	8	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** Andrew Miller **Date ▶** 5-1-24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/16/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Agrillo Insurance Agency 49 SW Monterey Rd. Stuart, Fl. 34994	**CONTACT NAME:** Anthony Agrillo **PHONE (A/C, No, Ext):** 772-287-1560 **FAX (A/C, No):** **E-MAIL ADDRESS:** tony@agrilloins.com
INSURED MOW 4 LESS LAWN CARE LLC 308 S. 30TH STREET Fort Pierce,Fl.34957	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A:** Western World Insurance Co. — 13196 **INSURER B:** Progressive Express Ins. — 10193 **INSURER C:** Florida Citrus,Business & Industries Fund (FCBI) — 31259 **INSURER D:** Evanston Insurance Company — 35378 **INSURER E:** **INSURER F:**

COVERAGES **CERTIFICATE NUMBER:** 39-26-19-08-01 **REVISION NUMBER:** update Liab, Auto WC

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			NNP6205130	04/07/2025	04/07/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 100,000 $ 5000 $ 2,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			02484203-11	11/15/2024	11/15/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N [Y] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			10664799-2024	10/04/2024	10/04/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Pollution Liability			CPLMOL130663	04/07/2025	04/07/2026	CombinedSingle Lim Deductible	1,000,000 $10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Lawn maintenance;no tree trimming :Project Info:. Bid No. 2025-020 - FPRA Properties Lawn Mowing and Maintenance
1.As respect to the Insured's General Liability (GL) Insurance policy# NNP6205130 terms, definitions & exclusions; it includes the Additional Insured (form #'s CG 2010 04 13 & CG 20 33 04 13),Trans of Rights Form # CG 24 04 05 09; Primary& Noncontributory form# CG 20 01 04 13, WW Projects form# CG 2503 0509 and 30 days Notice of Cancellation form # WW468. See the attached Western World Insurance endorsement terms & conditions forms - ((form # WW 180),(form # CG 20 33 12 19),(form # CG 24 04 05 09) , (form # CG 20 01 04 13), (form# CG 2503 0509) and (form # WW 468)) .
See the attached Mow 4 Less Cert # 39 dated 04/16/25 form # 3101 (2012/02) page 2-Insured's Worker's Comp & Auto Insurance endorsements

CERTIFICATE HOLDER

City of Fort Pierce and
its members,officials,officers and employees.
P.O Box 1480
Fort Pierce, FL 34954-1480

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE 4/16/2025

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ADDITIONAL REMARKS SCHEDULE

Intermediary	Insured
Agency -Agrillo Insurance Agency	MOW 4 LESS LAWN CARE LLC
Policy Number	308 S. 30TH STREET , Fort Pierce,Fl.34957
see Additional Remarks- below	
Insurer	**Effective Date:** 04-16-2025
See dated 04/16/2025 Cert acord 25 page 1- Insurance carriers	

ADDITIONAL REMARKS

This Additional Remarks form is a schedule to ACORD form,

Form Number: 25 **Form Title:** Mow 4 Less_39-26-19-08-01Cert 041625 City of Fort Pierce

Project Info:. Bid No. 2025-020 - FPRA Properties Lawn Mowing and Maintenance

2.As respect to the Insured's Workers' Comp.(WC) policy #10664799-2024 terms, definitions & exclusions; it includes a Blanket Waiver of Subrogation endorsement; an executed written agreement prior to loss . See attached FCBI-(WC) terms & conditions-Form #WC 00 03 13 (ED.4-84).

3. As respect to the Insured's Auto Insurance policy # 02484203-11 terms, definitions and exclusions; it includes the Blanket Additional Insured and Waiver of Subrogation endorsements; an executed written agreement prior to loss. See attached Progressive Insurance endorsement terms & conditions (Additional Insureds (Form 2366 (02/11)) & Waiver of subrogation (Form 2367 (06/10)).

We will endeavor to provide 30 days notice of cancellation to the certificate holder, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
City of Ft Pierce Its members, official, officers and employees	PO Box 1480, Ft Pierce, FL 34994

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

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2. "Bodily injury" or "property damage" occurring after:

a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s): Lawn Care
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A,** and for all medical expenses caused by accidents under Section **I** - Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A,** and for all medical expenses caused by accidents under Section **I** - Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or inderectly to benefit anyone not named in the Schedule.

Schedule

All person or organizations that, in a written contract executed by both parties prior to the date of injury covered by this policy, require you to obtain this agreement with us.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The Information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 1/15/2025 Policy No. 10664799-2024 Endorsement No.

Policy Effective Dates: 10/04/2024 - 10/04/2025 Premium $

Insured: MOW 4 LESS LAWN CARE LLC

Carrier Name / Code: Florida Citrus, Business & Industries Fund

WC 00 03 13
(Ed. 4-84) Countersigned by _____

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Form 2366 (02/11) M_CL

Blanket Additional Insured Endorsement

This endorsement modifies insurance provided by the Commercial Auto Policy, Motor Truck Cargo Legal Liability Coverage Endorsement, and/or Commercial General Liability Coverage Endorsement, as appears on the **declarations page**. All terms and conditions of the policy apply unless modified by this endorsement.

If **you** pay the fee for this Blanket Additional Insured Endorsement, **we** agree with **you** that any person or organization with whom **you** have executed a written agreement prior to any **loss** is added as an additional **insured** with respect to such liability coverage as is afforded by the policy, but this insurance applies to such additional **insured** only as a person or organization liable for **your** operations and then only to the extent of that liability. This endorsement does not apply to acts, omissions, products, work, or operations of the additional **insured**.

Regardless of the provisions of paragraph a. and b. of the "Other Insurance" clause of this policy, if the person or organization with whom **you** have executed a written agreement has other insurance under which it is the first named **insured** and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between **you** and that person or organization, signed and executed by **you** before the **bodily injury** or **property damage** occurs and in effect during the policy period, requires this insurance to be primary and non-contributory.

In no way does this endorsement waive the "Other Insurance" clause of the policy, nor make this policy primary to third parties hired by the **insured** to perform work for the **insured** or on the **insured's** behalf.

ALL OTHER TERMS, LIMITS, AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.

Form 2367 (06/10)M_CL

Blanket Waiver of Subrogation Endorsement

This endorsement modifies insurance provided by the Commercial Auto Policy, Motor Truck Cargo Legal Liability Coverage Endorsement, and/or Commercial General Liability Coverage Endorsement, as appears on the **declarations page**. All terms and conditions of the policy apply unless modified by this endorsement.

If **you** pay the fee for this Blanket Waiver of Subrogation Endorsement, **we** agree to waive any and all subrogation claims against any person or organization with whom a written waiver agreement has been executed by the named insured, as required by written contract, prior to the occurrence of any **loss**.

ALL OTHER TERMS, LIMITS AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: MADISON WHITE, PURCHASING AGENT, FINANCE DEPARTMENT, PURCHASING DIVISION

FROM: FELICIA HOLLOMAN, ASSISTANT CITY ATTORNEY **FH**

THROUGH: SARA HEDGES, CITY ATTORNEY *SH*

RE: CONTRACT - NUISANCE ABATEMENT SERVICES - RFP 2024-048 (3 AWARDED)

CAO RLS FILE: 25-170

DATE: JUNE 18, 2025

I have reviewed the above Requests for Legal Services (RLS) related to RFP No. 2024-048 and the nuisance abatement vendor agreements. Per RLS 25-59, 25-60, and 25-61, the only item needing edit and review was Exhibit A – Scope of Work. I have created a separate Word document for Exhibit A with edits (see redlined copy). Please attach the clean copy of Exhibit A, which is approved as to form and correctness, to each contract. (Exhibit A is a general Scope of Work and is applicable to all three of the nuisance abatement contracts submitted.)

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.

City Commission Regular Meeting **Agenda Item # 11.a.**
Meeting Date: 03/17/2025
Re: Award of RFP No. 2024-048, Nuisance Abatement
Submitted For: Peggy Arraiz, Code Compliance Manager, Code Enforcement

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SUBJECT:
Approve award of RFP 2024-048 - Nuisance Abatement Services to multiple vendors and authorize staff to initiate contract negotiations.

SUMMARY:
The City solicited proposals from companies to provide nuisance abatement services, abating nuisance conditions as ordered by the Special Magistrate. The Request for Proposals for Nuisance Abatement Services was issued on August 28, 2024 and specified that the City reserved the right to award multiple contracts. Three (3) proposals were received by the deadline of September 30, 2024, and a selection committee reviewed the submittals and determined that all three proposals were fully responsive to the RFP and were qualified to perform the scope of work.

Based upon the review results and considering the wide array of duties that fall under the nuisance abatement program, the evaluation committee recommends awarding the contract to all three companies:

- D & R Landscape Inc.
- Gone Fishing Landscaping & More, LLC
- Mow 4 Less, LLC

Staff's review procedures within the Code Enforcement Department exceeded beyond the expiration date noted in the bid tabulation memo and the delay in presenting to Commission for final approval was not as a result of any issues with the submitted proposers or proposals.

RECOMMENDATION:
Staff recommends that the City Commission approve awarding RFP No. 2024-048 - Nuisance Abatement Services to the three responsive and qualified companies listed below:

- D & R Landscape Inc.
- Gone Fishing Landscaping & More, LLC
- Mow 4 Less, LLC

ALTERNATIVES:
Staff will act as instructed by the Commission.

RESPONSIBLE STAFF:
Margaret M. Arraiz, Community Response Director

COORDINATED WITH:
Purchasing Department
Janey Vanderhorst, Deputy Director of Community Response
Isaac Saucedo, Sr. Code Enforcement Officer

Fiscal Impact

Budgeted Y/N: FY2025
Account: 0012903-552530
OTHER INFORMATION:
Funding is provided by the Clean & Safe Community Initiative.

Attachments

RFP No. 2024-048 - Nuisance Abatement Services
Bid Tabulation Memo
Submittal - D & R Landscape Inc.
Submittal - Gone Fishing Landscaping & More LLC
Submittal - Mow 4 Less, LLC
RFP No. 24-048 Response Checklist

Form Review

Inbox	Reviewed By	Date
City Manager	Peggy Arraiz	02/19/2025 05:11 PM
City Manager	Linda Cox	02/21/2025 12:21 PM
Finance Department	Johnna Morris	03/02/2025 06:02 PM
City Manager	Devoshay Johnson	03/03/2025 03:38 PM
Form Started By: Peggy Arraiz		Started On: 02/19/2025 04:53 PM
Final Approval Date: 03/03/2025		

City Commission Regular Meeting - 5:05 PM **11. S.**

Meeting Date: 09/02/2025

Re: Approval of Release and Satisfaction of Unity of Title

Submitted For: Kev Freeman, Planning Director, Planning Department

SUBJECT:

Approve the Release and Satisfaction of Unity of Title in respect of parcels 2412-501-0123-000-7 (1860 Surfside Drive) & 2412-501-0124-000-4 (1840 Surfside Drive).

SUMMARY:

The owner of the properties recorded a document entitled “Unity of Title Declaration – Corrected for Scrivener’s Error” on November 15, 2024, in Official Records Book 5233, Page 1286, of the Public Records of St. Lucie County, Florida.

Owner has requested the City to release the property from the Unity Declaration in connection with Owner’s approved application (Project # PZSUB2025-00002) for a lot split, which seeks to re-establish the properties’ boundaries along their original platted lot lines.

RECOMMENDATION:

Approve the release.

ALTERNATIVES:

Disapprove the release.

RESPONSIBLE STAFF:

Kev Freeman, Planning Director

COORDINATED WITH:

City Attorney's Office.

Fiscal Impact

Budgeted Y/N: N

OTHER INFORMATION:

N/A

Attachments

Release and Termination of Unity of Title

CA memo

Location Map

Unity of Title Declaration

Lot Split Approval
Survey
1840 Property Card
1860 Property Card

Form Review

Inbox	Reviewed By	Date
City Manager	Richard Chess	08/22/2025 04:26 PM

Form Started By: Kev Freeman
Started On: 08/21/2025 03:21 PM
Final Approval Date: 08/22/2025

This Instrument Prepared by:
FRANK H. FEE, IV, ESQUIRE
FEE, YATES & FEE, PLLC
426 Avenue A
Fort Pierce, Florida 34950
Return to:

This Release and Termination of Unity of Title Declaration is made in respect to that certain Unity of Title Declaration recorded in O.R. 4892 at Page 191, and that certain corrected Unity of Title Declaration recorded O.R. 5233 at Page 1286, each of the Public Records of St. Lucie County, Florida

RELEASE AND TERMINATION OF UNITY OF TITLE DECLARATION

This Release and Termination of Unity of Title ("**Release**") is executed this ____ day of _____, 2025, by the **CITY OF FORT PIERCE, FLORIDA**, a municipal corporation (the "**City**"), in favor of **MICHAEL NIGRO, as Trustee of the Michael Nigro Revocable Trust dated July 3, 2019**, and any successors or assigns ("**Owner**").

WITNESSETH:

WHEREAS, Owner recorded a document entitled "Unity of Title Declaration – Corrected for Scrivener's Error" on November 15, 2024, in Official Records Book 5233, Page 1286, of the Public Records of St. Lucie County, Florida (together with any prior versions, the "Unity Declaration"),

WHEREAS, the Unity Declaration encumbers the real property more particularly described in Exhibit "A" attached hereto (the "**Property**"),

WHEREAS, Owner has requested, and the City has agreed, to release the Property from the Unity Declaration in connection with Owner's approved application (Project # PZSUB2405-00002/PZSUB2025-00002) for a lot split, which seeks to reestablish the properties' boundaries along their original platted lot lines, and

WHEREAS, the foregoing recitals are true and correct and incorporated herein as substantive provisions.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the City hereby releases, terminates, and forever discharges the Unity Declaration, and all covenants and restrictions created thereby, as to the Exhibit "A" Property. From and after the recording of this Release, the Property shall be free and clear of the Unity Declaration, and the Unity Declaration shall be of no further force or effect.

IN WITNESS WHEREOF, the City has caused this Release to be executed by its duly authorized officer on the day and year first above written.

CITY OF FORT PIERCE, FLORIDA

By: _____
Linda Hudson, Mayor

Attest: _____
Linda Cox, City Clerk

(City Seal)

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ___ day of _____ 2025, by _____, as _____ of the City of Fort Pierce, Florida, who ☐ is personally known to me or ☐ produced _____ as identification.

Notary Public, State of Florida
Name: _____
Commission No.: _____
My Commission Expires: _____

EXHIBIT "A"

PARCEL ONE:

Lot 4, Block 11, SURFSIDE UNIT ONE, according to the Plat thereof, recorded in Plat Book 10, Page(s) 17, of the Public Records of St. Lucie County, Florida.

Parcel Identification No: 2412-501-0124-000-4

PARCEL TWO:

Lot 3, Block 11, SURFSIDE UNIT ONE, according to the Plat thereof, recorded in Plat Book 10, Page(s) 17, of the Public Records of St. Lucie County, Florida.

Parcel Identification No: 2412-501-0123-000-7

TO: KEV FREEMAN, PLANNING DIRECTOR

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: RELEASE AND SATISFACTION OF UNITY OF TITLE PZSUB2025-00002

CAO RLS FILE: RLS 25-273

DATE: AUGUST 21, 2025

I have reviewed the above Request for Legal Services (RLS) related to the Release of the Unity of Title ("Release") for the property at 1814 Surfside Drive. The Release was prepared by the attorney for the property owner. As drafted, the Release stated the project number for the lot split was PZSUB2405-00002. You indicated in the materials provided that the proper project number should be PZSUB2025-00002. The application approval letter for the lot split from the property owner's attorney that includes the project number as PZSUB2405-00002. In an abundance of caution, since it appears two project numbers were used for the subsequent lot split, I have included them both instead of excluding one. I have uploaded the Release in a Track Changes and Clean Copy format. The Clean Copy is approved as to form and correctness.

Please also note, the lot split approval letter indicated the lot split was on parcel number 2412-501-0123-000-7. I believe this may be in error as well, as that parcel was combined into parcel number 2412-501-0124-000-4 with the Unity of Title and is now being split back into the two separate parcels that existed before the Unity of Title. This discrepancy should be reviewed for any additional action or clarifications needed by the Planning Department to the applicant for the lot split.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.
SH


SUBJECT PROPERTY LOCATION
Mimosa Ave
Jacaranda Dr
Surfside Dr

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5408850 OR BOOK 5233 PAGE 1286, Recorded 11/15/2024 07:36:41 AM

This Instrument Prepared by:
FRANK H. FEE, IV, ESQUIRE
FEE, YATES & FEE, PLLC
426 Avenue A
Fort Pierce, Florida 34950

Return to:

This corrected Unity of Title Declaration is made in respect to that certain Unity of Title Declaration recorded in O.R. 4892 at Page 191, and is intended to correctly recite that the City of Fort Pierce has jurisdiction over the lands described herein.

UNITY OF TITLE DECLARATION

CORRECTED FOR SCRIVENERS ERROR

MICHAEL NIGRO, TRUSTEE OF THE MICHAEL NIGRO REVOCABLE TRUST DATED JULY 3, 2019 ("**Declarant**"), the present owner of the real property situated at 1814 Surfside Drive, Fort Pierce, FL 34945, hereby declares, to wit

WITNESSETH:

WHEREAS, the Declarant is the owner of two contiguous parcels of real property more fully described on Exhibit "A" hereto ("**Property**") pursuant to that recorded Warranty Deed dated March 11, 2022, and recorded in O.R. Book 4790, Page 2458 of the public records of St. Lucie County, Florida; and, that Warranty Deed dated August 19, 2022, and recorded in O.R. Book 4876, Page 1477 of the public records of St. Lucie County, Florida and

WHEREAS, the Property of Declarant is assessed on the tax roll of St. Lucie County, Florida under two separate and distinct parcel identification numbers, to wit: **2412-501-0124-000-4** (Vacant Lot) and **2412-501-0123-000-7** (Vacant Lot);

WHEREAS, the Declarant wishes to conjoin both the parcels of the Exhibit "A" real property as a single separate and distinct Property for residential purposes by this Declaration.

NOW, THEREFORE, in consideration of the premises above set forth, Declarant hereby agrees and declares to restrict its Property in the following manner:

1. All of the Exhibit "A" Property shall hereafter be considered as one plot or parcel of land such that no portion thereof shall be sold, transferred, devised, or assigned separately and distinct from the entire parcel of the Property as described on Exhibit "A".

2. Declarant further agrees and declares that this unity of title condition, restriction and limitation shall be deemed a covenant running with the land at law, and in equity, and the same shall remain in full force and effect and be binding upon the Declarant, and his successors and assigns, until such time as the same may be released by recordable instrument given by **City of Fort Pierce**, a municipal corporation of the State of Florida, or any governmental agency

having jurisdiction.

3. Declarant agrees that this instrument shall be recorded upon the Public Records of St. Lucie County, Florida and that the Exhibit "B" Property shall be identified on the St. Lucie Tax Rolls as Parcel Identification number: **2412-501-0124-000-4**.

IN WITNESS WHEREOF, Declarant has caused these presents to be executed this 5th day of November, 2024.

Signed, Sealed and Delivered

in the Presence of:

"DECLARANT"

MICHAEL NIGRO, TRUSTEE OF THE MICHAEL NIGRO REVOCABLE TRUST DATED JULY 3, 2019

Print Name: Calvin Lechliter
Witness Address: 4521 PGA Blvd, PBG, FL, 33418

Print Name: Sam Spack
Witness Address: 4521 PGA Blvd, PBG, FL, 33418

STATE OF FLORIDA

COUNTY OF ST. LUCIE

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me by means of physical presence this 5th day of November, 2024, by **MICHAEL NIGRO, TRUSTEE OF THE MICHAEL NIGRO REVOCABLE TRUST DATED JULY 3, 2019**, who is personally known to me or who provided FL DL as identification and who did not take an oath.

PHILIPP LEHMANN-SUAREZ
Notary Public - State of Florida
Commission # HH 426505
My Comm. Expires Jul 26, 2027

Phil L. Suarez, NOTARY PUBLIC

My Commission Expires: 07/26/2027

My Commission No.: HH 426505

Exhibit "A"

PARCEL ONE:

Lot 4, Block 11, SURFSIDE UNIT ONE, according to the Plat thereof, recorded in Plat Book 10, Page(s) 17, of the Public Records of St. Lucie County, Florida.

Parcel Identification No: **2412-501-0124-000-4**

PARCEL TWO:

Lot 3, Block 11, SURFSIDE UNIT ONE, according to the Plat thereof, recorded in Plat Book 10, Page(s) 17, of the Public Records of St. Lucie County, Florida.

Parcel Identification No: **2412-501-0123-000-7**

Exhibit "B"

NEW COMBINED LEGAL FOR PARCEL 1 AND 2

Lots 4 and 3, Block 11, SURFSIDE UNIT ONE, according to the Plat thereof, recorded in Plat Book 10, Page(s) 17, of the Public Records of St. Lucie County, Florida.

Parcel Identification No: 2412-501-0124-000-4

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

March 26, 2025

Frank Fee
Fee Yates & Fee, PLLC
426 Avenue A
Fort Pierce, FL 34950

Subject: **Subdivision: Minor Replat/Lot Split**
1814 Surfside Drive, Fort Pierce, FL 34949
Project #: PZSUB2405-00002

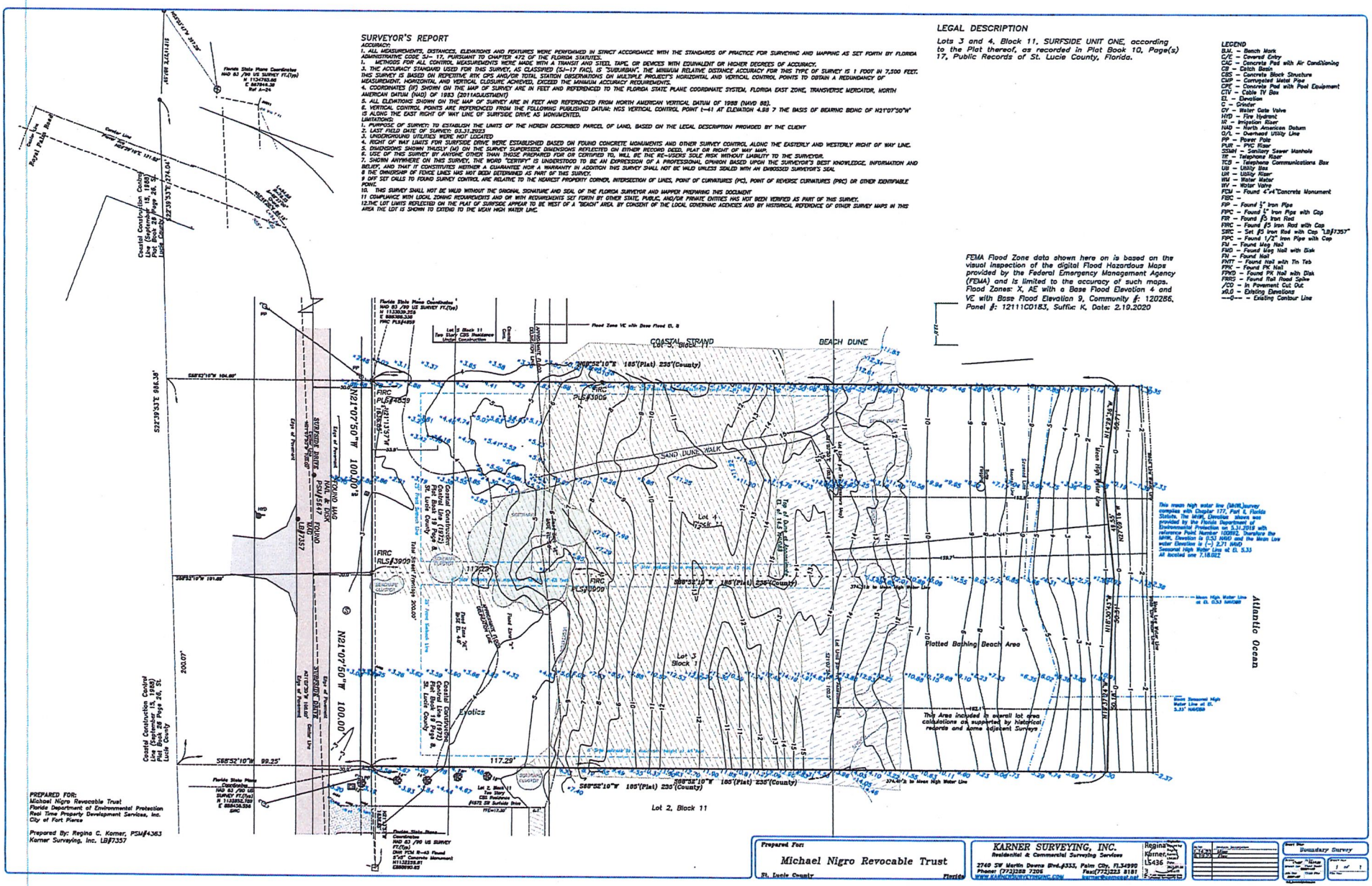
Dear Mr. Fee,

Your application for a minor replat/lot split for one (1) parcel of land has been **Approved** by the Planning Department, effective March 26, 2025. The lot split approval is to apply to parcel number 2412-501-0123-000-7

You may utilize this signed document as evidence of approval so that your new parcels can be recorded, according to the approved, by City of Fort Pierce signature legal descriptions.

Sincerely,

Kerry C. Driver
Senior Planner


SURVEYOR'S REPORT
ACCURACY:
1. ALL MEASUREMENTS, DISTANCES, ELEVATIONS AND FEATURES WERE PERFORMED IN STRICT ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR SURVEYING AND MAPPING AS SET FORTH BY FLORIDA ADMINISTRATIVE CODE 5J-- 17, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES.
2. METHODS FOR ALL CONTROL MEASUREMENTS WERE MADE WITH A TRANSIT AND STEEL TAPE, OR DEVICES WITH EQUIVALENT OR HIGHER DEGREES OF ACCURACY.
3. THE ACCURACY STANDARD USED FOR THIS SURVEY, AS CLASSIFIED (5J--17 FAC), IS "SUBURBAN". THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF SURVEY IS 1 FOOT IN 7,500 FEET. THIS SURVEY IS BASED ON REPETITIVE RTK GPS AND/OR TOTAL STATION OBSERVATIONS ON MULTIPLE PROJECT'S HORIZONTAL AND VERTICAL CONTROL POINTS TO OBTAIN A REDUNDANCY OF MEASUREMENT. HORIZONTAL AND VERTICAL CLOSURE ACHIEVED, EXCEED THE MINIMUM ACCURACY REQUIREMENTS.
4. COORDINATES (IF) SHOWN ON THE MAP OF SURVEY ARE IN FEET AND REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, TRANSVERSE MERCATOR, NORTH AMERICAN DATUM (NAD) OF 1983 (2011ADJUSTMENT)
5. ALL ELEVATIONS SHOWN ON THE MAP OF SURVEY ARE IN FEET AND REFERENCED FROM NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
6. VERTICAL CONTROL POINTS ARE REFERENCED FROM THE FOLLOWING PUBLISHED DATUM: NGS VERTICAL CONTROL POINT (--41 AT ELEVATION 4.98 7 THE BASIS OF BEARING BEING OF N21°07'50"W ALONG THE EAST RIGHT OF WAY LINE OF SURFSIDE DRIVE AS MONUMENTED.
LIMITATIONS:
1. PURPOSE OF SURVEY: TO ESTABLISH THE LIMITS OF THE HEREIN DESCRIBED PARCEL OF LAND, BASED ON THE LEGAL DESCRIPTION PROVIDED BY THE CLIENT
2. LAST FIELD DATE OF SURVEY: 03.31.2023
3. UNDERGROUND UTILITIES WERE NOT LOCATED
4. RIGHT OF WAY LIMITS FOR SURFSIDE DRIVE WERE ESTABLISHED BASED ON FOUND CONCRETE MONUMENTS AND OTHER SURVEY CONTROL ALONG THE EASTERLY AND WESTERLY RIGHT OF WAY LINE.
5. DIMENSIONS SHOWN THUSLY (M) ON THE SURVEY SUPERSEDE DIMENSIONS REFLECTED ON EITHER RECORD DEED, PLAT OR RIGHT OF WAY MAP.
6. USE OF THIS SURVEY BY ANYONE OTHER THAN THOSE PREPARED FOR OR CERTIFIED TO, WILL BE THE RE-USERS SOLE RISK WITHOUT LIABILITY TO THE SURVEYOR.
7. SHOWN ANYWHERE ON THIS SURVEY, THE WORD "CERTIFY" IS UNDERSTOOD TO BE AN EXPRESSION OF A PROFESSIONAL OPINION BASED UPON THE SURVEYOR'S BEST KNOWLEDGE, INFORMATION AND BELIEF, AND THAT IT CONSTITUTES NEITHER A GUARANTEE NOR A WARRANTY IN ADDITION THIS SURVEY SHALL NOT BE VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL
8 THE OWNERSHIP OF FENCE LINES HAS NOT BEEN DETERMINED AS PART OF THIS SURVEY.
9 OFF SET CALLS TO FOUND SURVEY CONTROL ARE RELATIVE TO THE NEAREST PROPERTY CORNER, INTERSECTION OF LINES, POINT OF CURVATURES (PC), POINT OF REVERSE CURVATURES (PRC) OR OTHER IDENTIFIABLE POINTS
10. THIS SURVEY SHALL NOT BE VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF THE FLORIDA SURVEYOR AND MAPPER PREPARING THIS DOCUMENT
11 COMPLIANCE WITH LOCAL ZONING REQUIREMENTS AND OR WITH REQUIREMENTS SET FORTH BY OTHER STATE, PUBLIC, AND/OR PRIVATE ENTITIES HAS NOT BEEN VERIFIED AS PART OF THIS SURVEY.
12.THE LOT LINES REFLECTED ON THE PLAT OF SURFSIDE APPEAR TO BE WEST OF A "BEACH" AREA. BY CONSENT OF THE LOCAL GOVERNING AGENCIES AND BY HISTORICAL REFERENCE OF OTHER SURVEY MAPS IN THIS AREA THE LOT IS SHOWN TO EXTEND TO THE MEAN HIGH WATER LINE

LEGAL DESCRIPTION
Lots 3 and 4, Block 11, SURFSIDE UNIT ONE, according to the Plat thereof, as recorded in Plat Book 10, Page(s) 17, Public Records of St. Lucie County, Florida.

LEGEND
B.M. – Bench Mark
C/E – Covered Entry
C/C – Concrete Pad with Air Conditioning
CB – Catch Basin
CBS – Concrete Block Structure
CMP – Corrugated Metal Pipe
CPE – Concrete Pad with Pool Equipment
CTV – Cable TV Box
EL. – Elevation
G – Grinder
GV – Water Gate Valve
HYD – Fire Hydrant
IR – Irrigation Riser
NAD – North American Datum
O/L – Overhead Utility Line
PP – Power Pole
PVR – PVC Riser
SSMH – Sanitary Sewer Manhole
TR – Telephone Riser
TCB – Telephone Communications Box
UB – Utility Box
UR – Utility Riser
WM – Water Meter
WV – Water Valve
FCM – Found 4"x4"Concrete Monument
FIRC –
FIP – Found 3" Iron Pipe
FIPC – Found 4" Iron Pipe with Cap
FIR – Found 5/8 Iron Rod
FIRC – Found 5/8 Iron Rod with Cap
SIRC – Set 5/8 Iron Rod with Cap "LB#7357"
FPC – Found 1/2" Iron Pipe with Cap
FM – Found Mag Nail
FMD – Found Mag Nail with Disk
FN – Found Nail
FNT – Found Nail with Tin Tab
FPK – Found PK Nail
FPKD – Found PK Nail with Disk
FRRS – Found Rail Road Spike
/CO – In Pavement Cut Out
x0.0 – Existing Elevations
---0--- – Existing Contour Line

FEMA Flood Zone data shown here on is based on the visual inspection of the digital Flood Hazardous Maps provided by the Federal Emergency Management Agency (FEMA) and is limited to the accuracy of such maps. Flood Zones: X, AE with a Base Flood Elevation 4 and VE with Base Flood Elevation 9, Community #: 120286, Panel #: 12111C0183, Suffix: K, Date: 2.19.2020

This mean high water line (MHW) survey complies with Chapter 177, Part II, Florida Statute. The MHW, Elevation shown was provided by the Florida Department of Environmental Protection on 3.31.2023 with reference Point Number 100892. Therefore the MHW, Elevation is (-) 0.53 NAVD and the Mean Low water Elevation is (-) 2.71 NAVD Seasonal High Water Line at EL 5.33 As located over 7.18.022

Mean High Water Line at El. 0.53 NAVD88
Mean Seasonal High Water Line at El. 5.33' NAVD88

Platted Bathing Beach Area

This Area included in overall lot area calculations as supported by historical records and some adjacent Surveys

Atlantic Ocean

COASTAL STRAND
BEACH DUNE
SAND DUNE WALK
SURFSIDE DRIVE
Lot 1, Block 11
Lot 2, Block 11
Lot 3 Block 11
Lot 4 Block 11
Exotics
S88°52'10"W 185'(Plat) 235'(County)
N21°07'50"W 100.00'
S21°39'53"E 974.04'
S88°52'10"W 99.25'
117.29'
200.07'
Florida State Plane Coordinates NAD 83 /90 US SURVEY FT.(Typ)
N 1124765.88
E 567944.38
Ref A-24
Coastal Construction Control Line (1972) Per Plat Book 18 Pgs 8, St. Lucie County
Coastal Construction Control Line (1972) Per Plat Book 18 Pgs 8, St. Lucie County
Flood Zone VE with Base Flood EL. 8
Top of Bank Elevation Varies
Toe of Bank Elevation Varies
Edge of Pavement
Concrete Walk
Wood Fence
Chain Link Fence
Overhead Utility Line
Concrete Block Structure
Concrete Pad with Pool Equipment
Concrete Pad with Air Conditioning
Cable TV Box
Power Pole
Water Meter
Water Valve
Fire Hydrant
Irrigation Riser
Catch Basin
Found 5/8" Iron Rod with Cap "LB#7357"
Found 4"x4" Concrete Monument
Found Nail and Disk
Found Mag Nail
Found Nail with Tin Tab
Found PK Nail
Found Rail Road Spike
Found 1/2" Iron Pipe with Cap
Found 3" Iron Pipe
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Set 5/8" Iron Rod with Cap "LB#7357"
Found 4"x4" Concrete Monument
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Found Nail
Found Nail with Tin Tab
Found PK Nail
Found PK Nail with Disk
Found Rail Road Spike
In Pavement Cut Out
Existing Elevations
Existing Contour Line
PREPARED FOR:
Michael Nigro Revocable Trust
Florida Department of Environmental Protection
Real Time Property Development Services, Inc.
City of Fort Pierce
Prepared By: Regina C. Korner, PSM#4363
Korner Surveying, Inc. LB#7357
Prepared For:
Michael Nigro Revocable Trust
St. Lucie County Florida
KARNER SURVEYING, INC.
Residential & Commercial Surveying Services
2740 SW Martin Downs Blvd.#333, Palm City, Fl.34990
Phone: (772)288 7205 Fax:(772)223 8181
WWW.KARNERSURVEYING.COM
Regina C. Korner, PSM LS436
Boundary Survey
1 of 1

CITY OF FORT PIERCE
Planning & Zoning Dept
APPROVED
Reviewed by:
Date: 3/26/25

SURVEYOR'S REPORT

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LEGAL DESCRIPTION

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LEGEND
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C/E – Covered Entry
CAC – Concrete Pad with Air Conditioning
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CBS – Concrete Block Structure
CMP – Corrugated Metal Pipe
CPC – Concrete Pad with Pool Equipment
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SIRC – Set ⅝ Iron Rod with Cap "LB#7357"
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x0.0 – Existing Elevations
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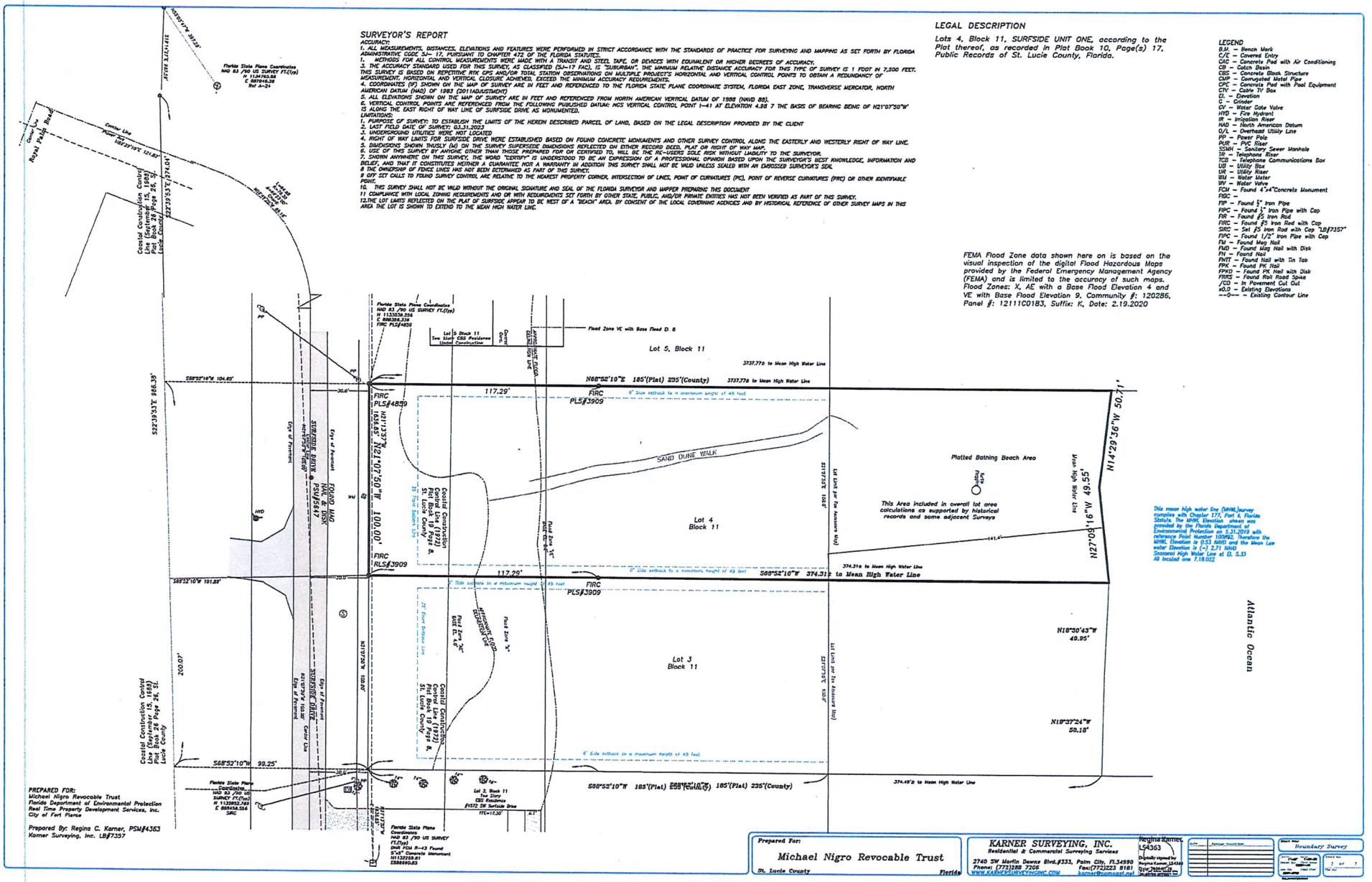

This mean high water line (MHWL) survey complies with Chapter 177, Part II, Florida Statute. The MHWL Elevation shown was provided by the Florida Department of Environmental Protection on 5.31.2019 with reference Point Number 100992. Therefore the MHWL Elevation is 0.53 NAVD and the Mean Low water Elevation is (–) 2.71 NAVD Seasonal High Water Line at El. 5.33 All located one 7.18.022

PREPARED FOR:
Michael Nigro Revocable Trust
Florida Department of Environmental Protection
Real Time Property Development Services, Inc.
City of Fort Pierce

Prepared By: Regina C. Karner, PSM#4363
Karner Surveying, Inc. LB#7357

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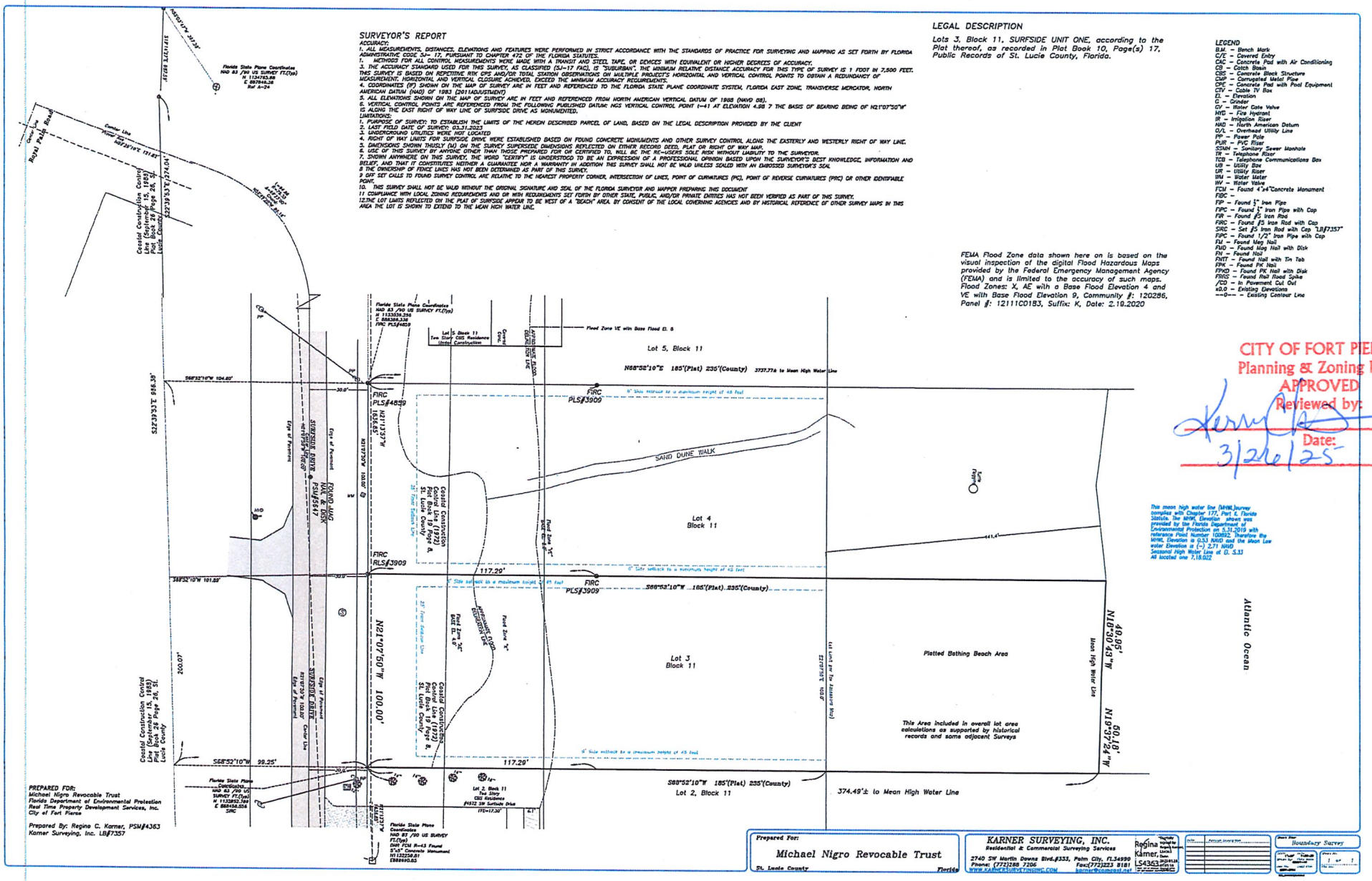
St. Lucie County Florida

KARNER SURVEYING, INC.
Residential & Commercial Surveying Services
2740 SW Martin Downs Blvd.#333, Palm City, Fl.34990
Phone: (772)288 7205 Fax:(772)223 8181
WWW.KARNERSURVEYINGINC.COM karner@comcast.net
Regina Karner, LS4363
Digitally signed by Regina Karner, LS4363
Date: 2024.04.29 14:37:07 -04'00'

Boundary Survey



SURVEYOR'S REPORT

ACCURACY:
1. ALL MEASUREMENTS, DISTANCES, ELEVATIONS AND FEATURES WERE PERFORMED IN STRICT ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR SURVEYING AND MAPPING AS SET FORTH BY FLORIDA ADMINISTRATIVE CODE 5J– 17, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES.
1. METHODS FOR ALL CONTROL MEASUREMENTS WERE MADE WITH A TRANSIT AND STEEL TAPE, OR DEVICES WITH EQUIVALENT OR HIGHER DEGREES OF ACCURACY.
3. THE ACCURACY STANDARD USED FOR THIS SURVEY, AS CLASSIFIED (5J–17 FAC), IS "SUBURBAN". THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF SURVEY IS 1 FOOT IN 7,500 FEET. THIS SURVEY IS BASED ON REPETITIVE RTK GPS AND/OR TOTAL STATION OBSERVATIONS ON MULTIPLE PROJECTS' HORIZONTAL AND VERTICAL CONTROL POINTS TO OBTAIN A REDUNDANCY OF MEASUREMENT. HORIZONTAL AND VERTICAL CLOSURE ACHIEVED, EXCEED THE MINIMUM ACCURACY REQUIREMENTS.
4. COORDINATES (IF) SHOWN ON THE MAP OF SURVEY ARE IN FEET AND REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, TRANSVERSE MERCATOR, NORTH AMERICAN DATUM (NAD) OF 1983 (2011ADJUSTMENT)
5. ALL ELEVATIONS SHOWN ON THE MAP OF SURVEY ARE IN FEET AND REFERENCED FROM NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
6. VERTICAL CONTROL POINTS ARE REFERENCED FROM THE FOLLOWING PUBLISHED DATUM: NGS VERTICAL CONTROL POINT (–41 AT ELEVATION 4.98 7 THE BASIS OF BEARING BEING OF N21°07'50"W IS ALONG THE EAST RIGHT OF WAY LINE OF SURFSIDE DRIVE AS MONUMENTED.

LIMITATIONS:
1. PURPOSE OF SURVEY: TO ESTABLISH THE LIMITS OF THE HEREIN DESCRIBED PARCEL OF LAND, BASED ON THE LEGAL DESCRIPTION PROVIDED BY THE CLIENT
2. LAST FIELD DATE OF SURVEY: 03.31.2023
3. UNDERGROUND UTILITIES WERE NOT LOCATED
4. RIGHT OF WAY LIMITS FOR SURFSIDE DRIVE WERE ESTABLISHED BASED ON FOUND CONCRETE MONUMENTS AND OTHER SURVEY CONTROL ALONG THE EASTERLY AND WESTERLY RIGHT OF WAY LINE.
5. DIMENSIONS SHOWN THUSLY (%) ON THE SURVEY SUPERSEDE DIMENSIONS REFLECTED ON EITHER RECORD DEED, PLAT OR RIGHT OF WAY MAP.
6. USE OF THIS SURVEY BY ANYONE OTHER THAN THOSE PREPARED FOR OR CERTIFIED TO, WILL BE THE RE–USERS SOLE RISK WITHOUT LIABILITY TO THE SURVEYOR.
7. SHOWN ANYWHERE ON THIS SURVEY, THE WORD "CERTIFY" IS UNDERSTOOD TO BE AN EXPRESSION OF A PROFESSIONAL OPINION BASED UPON THE SURVEYOR'S BEST KNOWLEDGE, INFORMATION AND BELIEF, AND THAT IT CONSTITUTES NEITHER A GUARANTEE NOR A WARRANTY IN ADDITION THIS SURVEY SHALL NOT BE VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL
8 THE OWNERSHIP OF FENCE LINES HAS NOT BEEN DETERMINED AS PART OF THIS SURVEY.
9 GIFF SET CALLS TO FOUND SURVEY CONTROL ARE RELATIVE TO THE NEAREST PROPERTY CORNER, INTERSECTION OF LINES, POINT OF CURVATURES (PC), POINT OF REVERSE CURVATURES (PRC) OR OTHER IDENTIFIABLE POINT.
10. THIS SURVEY SHALL NOT BE VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF THE FLORIDA SURVEYOR AND MAPPER PREPARING THIS DOCUMENT
11 COMPLIANCE WITH LOCAL ZONING REQUIREMENTS AND OR WITH REQUIREMENTS SET FORTH BY OTHER STATE, PUBLIC, AND/OR PRIVATE ENTITIES HAS NOT BEEN VERIFIED AS PART OF THIS SURVEY.
12.THE LOT LIMITS REFLECTED ON THE PLAT OF SURFSIDE APPEAR TO BE WEST OF A "BEACH" AREA. BY CONSENT OF THE LOCAL COVERNING AGENCIES AND BY HISTORICAL REFERENCE OF OTHER SURVEY MAPS IN THIS AREA THE LOT IS SHOWN TO EXTEND TO THE MEAN HIGH WATER LINE.

LEGAL DESCRIPTION

Lots 3, Block 11, SURFSIDE UNIT ONE, according to the Plat thereof, as recorded in Plat Book 10, Page(s) 17, Public Records of St. Lucie County, Florida.

FEMA Flood Zone data shown here on is based on the visual inspection of the digital Flood Hazardous Maps provided by the Federal Emergency Management Agency (FEMA) and is limited to the accuracy of such maps. Flood Zones: X, AE with a Base Flood Elevation 4 and VE with Base Flood Elevation 9, Community #: 120286, Panel #: 12111C0183, Suffix: K, Date: 2.18.2020

LEGEND
B.M. – Bench Mark
C/E – Covered Entry
CAC – Concrete Pad with Air Conditioning
CB – Catch Basin
CBS – Concrete Block Structure
CMP – Corrugated Metal Pipe
CPC – Concrete Pad with Pool Equipment
CTV – Cable TV Box
EL. – Elevation
G – Grinder
GV – Water Gate Valve
HYD – Fire Hydrant
IR – Irrigation Riser
NAD – North American Datum
O/L – Overhead Utility Line
PP – Power Pole
PVR – PVC Riser
SSMH – Sanitary Sewer Manhole
TR – Telephone Riser
TCB – Telephone Communications Box
UB – Utility Box
UR – Utility Riser
WM – Water Meter
WV – Water Valve
FCM – Found 4"x4"Concrete Monument
FIBC –
FIP – Found ¾" Iron Pipe
FIPC – Found ½" Iron Pipe with Cap
FIR – Found ⅝ Iron Rod
FIRC – Found ⅝ Iron Rod with Cap
SIRC – Set ⅝ Iron Rod with Cap "LB#7357"
FIPC – Found 1/2" Iron Pipe with Cap
FM – Found Mag Nail
FMD – Found Mag Nail with Disk
FN – Found Nail
FNIT – Found Nail with Tin Tab
FPK – Found PK Nail
FPKD – Found PK Nail with Disk
FRRS – Found Rail Road Spike
/CD – In Pavement Cut Out
x0.0 – Existing Elevations
--0-- – Existing Contour Line

This mean high water line (MHWL)survey complies with Chapter 177, Part II, Florida Statute. The MHW. Elevation shown was provided by the Florida Department of Environmental Protection on 5.31.2019 with reference Flood Number 120822. Therefore the MHW. Elevation is (3.53 NAVD and the Mean Low water Elevation is (–) 2.71 NAVD
Seasonal High Water Line at El. 5.33
All located one 7.18.022

CITY OF FORT PIERCE
Planning & Zoning Dept
APPROVED
Reviewed by:
Date: 3/26/25

PREPARED FOR:
Michael Nigro Revocable Trust
Florida Department of Environmental Protection
Real Time Property Development Services, Inc.
City of Fort Pierce

Prepared By: Regina C. Karner, PSM#4363
Karner Surveying, Inc. LB#7357

Prepared For:
Michael Nigro Revocable Trust
St. Lucie County Florida

KARNER SURVEYING, INC.
Residential & Commercial Surveying Services
2740 SW Martin Downs Blvd.#333, Palm City, FL34990
Phone: (772)288 7206 Fax:(772)223 8181
www.karnersurveying.com karnersurvey@comcast.net
Regina C. Karner, PSM LS4363

Boundary Survey

SURVEYOR'S REPORT

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LEGAL DESCRIPTION

Lots 3 and 4, Block 11, SURFSIDE UNIT ONE, according to the Plat thereof, as recorded in Plat Book 10, Page(s) 17, Public Records of St. Lucie County, Florida.

LEGEND

B.M. – Bench Mark
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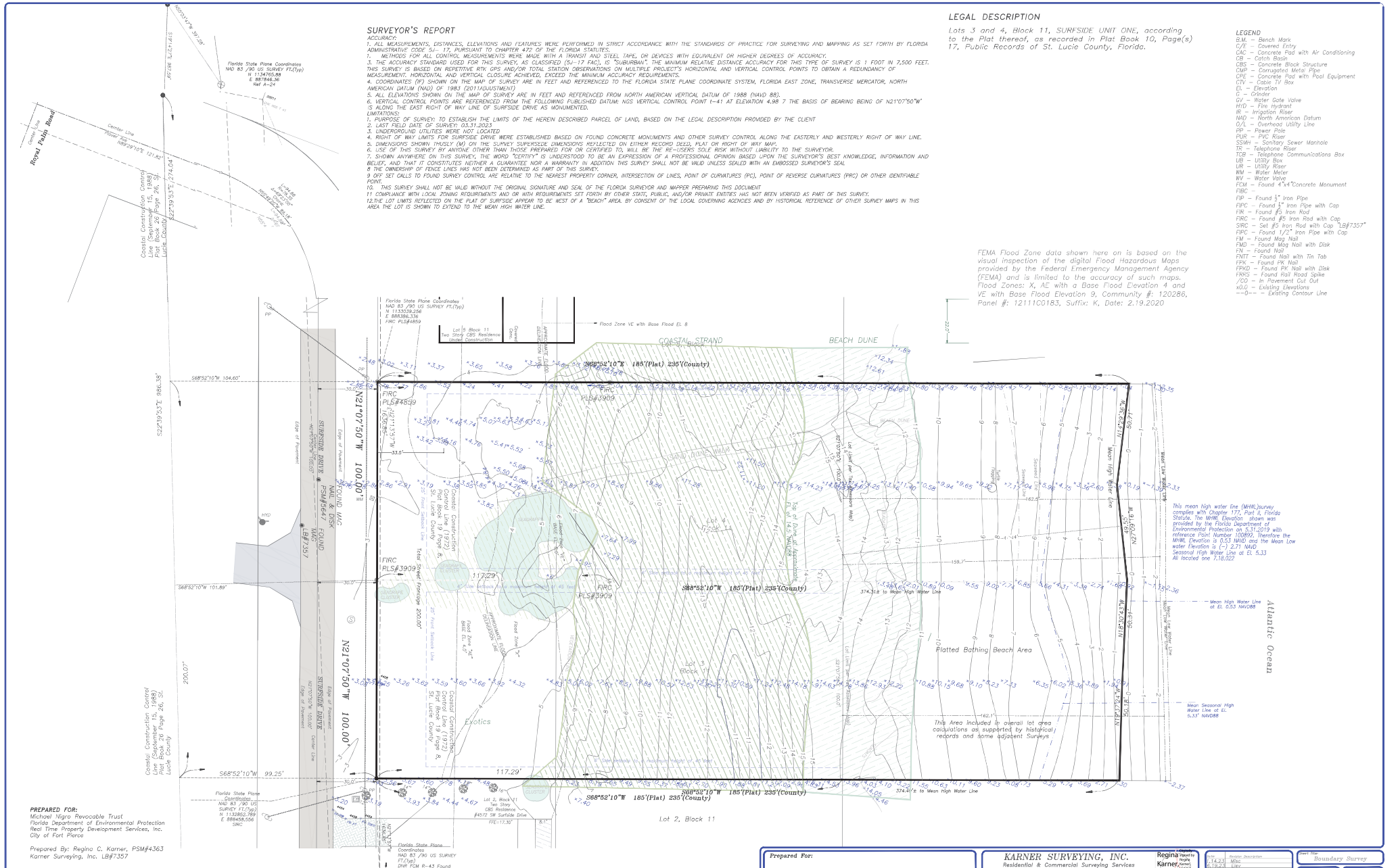
This mean high water line (MHWL)survey complies with Chapter 177, Part II, Florida Statute. The MHWL Elevation shown was provided by the Florida Department of Environmental Protection on 5.31.2019 with reference Point Number 100892. Therefore the MHWL Elevation is 0.53 NAVD and the Mean Low water Elevation is (–) 2.71 NAVD Seasonal High Water Line at El. 5.33 All located one 7.18.022



PREPARED FOR:
Michael Nigro Revocable Trust
Florida Department of Environmental Protection
Real Time Property Development Services, Inc.
City of Fort Pierce

Prepared By: Regina C. Karner, PSM#4363
Karner Surveying, Inc. LB#7357

Prepared For:
Michael Nigro Revocable Trust
St. Lucie County Florida

KARNER SURVEYING, INC.
Residential & Commercial Surveying Services
2740 SW Martin Downs Blvd.#333, Palm City, FL.34990
Phone: (772)288 7206 Fax:(772)223 8181
WWW.KARNERSURVEYING.NC.COM karner@comcast.net

Signed by Regina Karner, Florida License LS4363 2023.07.28 13:39:05 -04'00'
LS4363
3 215643

Date	Revision Description
6.14.23	Misc
6.18.23	Misc

Sheet Title: Boundary Survey
Scale: 1"=20' Drawn by: Jack Date: 03.31.23 Job No.: 2023-27
Sheet No.: 1 of 1
File No.:

Property Identification

Site Address:	1840 SURFSIDE DR
Sec/Town/Range:	07/35S/41E
Parcel ID:	**2412-501-0124-000-4**
Jurisdiction:	Fort Pierce
Land Use Code:	0000 - Vac Residential
Account #:	**24049**
Map ID:	25/07N
Zoning:	SF Low Den

Image or Sketch unavailable for display

Legal Description

SURFSIDE-UNIT ONE (PB 10-17) BLK 11 LOT 4 (0.54 AC - 23,500 SF)

Total Areas

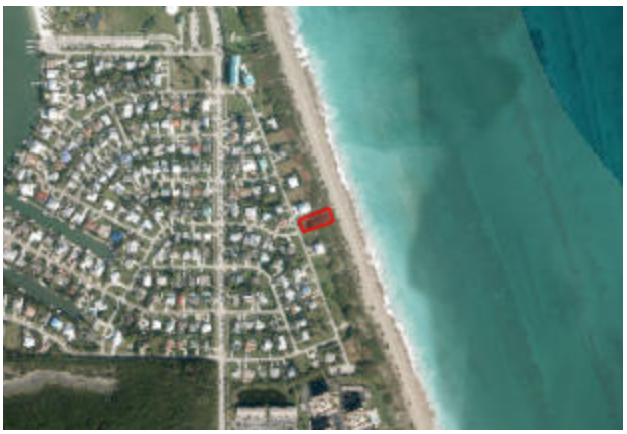
Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	0.54
Land Size (SF):	23,500

Building Wind Speed

Occupancy Category	**I**	**II**	**III & IV**
Speed	140	160	170

Sources/links:

Map



Earthstar Geographics Powered by Esri

Ownership

Michael Nigro (TR)
11670 Lake Shore PL
North Palm Beach, FL 33408

Current Values

Just/Market value:	$1,039,200
Assessed value:	$490,413
Exemption value:	$0
Taxable value:	$490,413

Important

Property taxes are subject to change upon change of ownership.

- **Past taxes are not a reliable projection of future taxes.**
- **The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.**

Links

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this Parcel: Download PDF
File for homestead exemptions.
View associated Tax Map.
Report Homestead Fraud on this parcel.

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Mar 9, 2022	4790/2458	0001	WD	Gottlieb Robert	$1,600,000
Feb 7, 2022	4771/0916	0001	WD	Surfside Equities LLC	$1,100,000
Dec 18, 2018	4221/2051	0001	WD	Abrahamson Steven P	$585,000
Jul 12, 2017	4018/2008	0001	WD	AMCAP Ventures Inc	$490,000
Nov 8, 2010	3249/1711	0001	WD	Rotchford George	$485,000
Jan 4, 2001	1354/1805	XX00	WD	Zucker Hymin	$280,000
Aug 19, 1998	1169/2934	XX00	WD	Wilson L H	$145,000

Special Features and Yard Items

Type	Qty	Units	Year Blt

Building Information

(1 of 1)

Finished Area: 0 SF

Gross Area: 0 SF



Image or Sketch unavailable for display

Exterior

Building Type:	
Quality:	
Number of Units:	0
Year Built:	
Effective Year:	
Story Height:	
Roof Structure:	
Roof Cover:	
Primary Wall:	
Secondary Wall:	
View:	

Interior

Bedrooms:	0
Full Baths:	0
Half Baths:	0
A/C %:	0%
Electric:	
Heat Type:	
Heat Fuel:	
Heated %:	%
Primary Int Wall:	
Primary Floors:	

Values Breakdown

2022

Building and SFYI	$0
Land	$1,039,200
Just/Market	$1,039,200
Ag Credit	$0
Save Our Homes or 10% Cap	$548,787
Assessed	$490,413
Exemptions	$0
Taxable	$490,413

Current Year Exemption Value Breakdown

Tax Year	Grant Year	Description	Amount

Important

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Current Year Special Assessment Breakdown

Start Year	Units	Description	Amount
2001	0.8	Fort Pierce Stormwater Charge	$55.20

This does not necessarily represent the total Special Assessments that could be charged against this property.
The total amount charged for special assessments is reflected on the most current tax statement and information is available with the **SLC Tax Collector's Office**

Permits

Number	Issue Date	Description	Amount	Fees

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in **Fort Pierce**

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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Property Identification

Site Address:	1860 SURFSIDE DR
Sec/Town/Range:	07/35S/41E
Parcel ID:	**2412-501-0123-000-7**
Jurisdiction:	Fort Pierce
Land Use Code:	0000 - Vac Residential
Account #:	**24048**
Map ID:	25/07N
Zoning:	SF Low Den



Legal Description

SURFSIDE-UNIT ONE (PB 10-17) BLK 11 LOT 3 (0.54 AC - 23,500 SF)

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	0.54
Land Size (SF):	23,500

Map



State of Florida, Maxar Powered by Esri

Building Wind Speed

Occupancy Category	I	II	III & IV
Speed	140	160	170

Sources/links:

Ownership

Michael Nigro (TR)
11670 Lake Shore PL
North Palm Beach, FL 33408-3204

Current Values

Just/Market value:	$2,290,100
Assessed value:	$2,290,100
Exemption value:	$0
Taxable value:	$2,290,100

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Links

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this Parcel: Download PDF
File for homestead exemptions.
View associated Tax Map.
Report Homestead Fraud on this parcel.

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Aug 19, 2022	4876/1477	0001	WD	Vergara Fernando	$1,300,000
Mar 9, 2022	4790/2458	0003	WD	Gottlieb Robert	$1,600,000
Jun 25, 2021	4639/2334	0001	WD	Hofer John L	$1,300,000
Jan 7, 2004	1883/1632	XX00	WD	Rega Gene	$700,000
Jan 4, 1999	1196/0486	XX00	WD	ST LUCIE BEACH INVESTMENTS	$150,000
Apr 1, 1972	0238/0514	XX00	CV		$24,300

Special Features and Yard Items

Type	Qty	Units	Year Blt

Values Breakdown

2024

Building and SFYI	$0
Land	$2,290,100
Just/Market	$2,290,100
Ag Credit	$0
Save Our Homes or 10% Cap	$0
Assessed	$2,290,100
Exemptions	$0
Taxable	$2,290,100

Current Year Exemption Value Breakdown

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City Commission Regular Meeting - 5:05 PM **11. T.**

Meeting Date: 09/02/2025

Re:

SUBJECT:

Approval of Letter of Support for the Fort Pierce Housing Authority's to complete a Rental Assistance Demonstration Section 18 blend conversion of the Buell Brown Center.

Attachments

Letter of Support

Form Review

Form Started By: Linda Cox Started On: 08/21/2025 02:26 PM

Final Approval Date: 08/21/2025

THE SUNRISE CITY
FORT PIERCE
Florida
OFFICE OF THE MAYOR
AND CITY COMMISSION

September 2, 2025

Rosetta Washington, Executive Director
The Housing Authority of the City of Fort Pierce, Florida
511 Orange Avenue
Fort Pierce, FL 34950

RE: Support for Buell Brown Center RAD/Section 18 Blend Conversion

Dear Ms. Washington,

On behalf of the City of Fort Pierce, I am pleased to give my full support to The Housing Authority of the City of Fort Pierce, Florida (FPHA) to complete a RAD/Section 18 blend conversion of the 95 public housing units at Buell Brown Center under the U.S. Department of Housing and Urban Development (HUD)'s Rental Assistance Demonstration (RAD) program.

All 95 public housing units will be converted to Project-Based Section 8, a more stable operating subsidy than public housing funding. In addition, all units will be substantially renovated as part of the RAD/Section 18 blend conversion and restricted under the Low-Income Housing Tax Credit (LIHTC) program.

This affordability preservation strategy increases project income, which helps fund property renovations, without any increase in rent from the tenants. Additionally, this strategy improves the operating performance of the property. The combination of improved housing and enhanced operating performance ensures that these units remain in the affordable housing stock for many years to come.

We appreciate HUD's consideration of this project and fully support FPHA's efforts to move forward with this initiative.

Sincerely,

Mayor Linda Hudson
City of Fort Pierce

City Commission Regular Meeting - 5:05 PM **11. U.**

Meeting Date: 09/02/2025

Re:

SUBJECT:

Approval of Letters of Support for Superintendent Jon Prince Recognition as Superintendent of the Year 2026

Attachments

Letter of Support District

Letter of Support FADSS

Form Review

Form Started By: Linda Cox Started On: 08/22/2025 09:56 AM

Final Approval Date: 08/22/2025

THE SUNRISE CITY
FORT PIERCE
OFFICE OF THE MAYOR
AND CITY COMMISSION
Florida

September 2, 2025

District Administration

Dear Florida Educator:

Dr. Jon Prince, St. Lucie County's Superintendent, is very deserving of your consideration to be 2026 Superintendent of the Year for Florida. Superintendent since 2022, Dr. Prince came to our district a decade ago as Deputy Superintendent. As Mayor for 13 years, I can attest to the benefit to our city because of improvements in our St. Lucie County Schools with Dr. Prince as Deputy and now Superintendent.

I nominate him for Florida's Superintendent of the Year not just because in 2025 he led our St. Lucie Public Schools (SLPS) to its first ever A grade; not just because we have no failing schools; not just because SLPS ranks third in Florida; not just because our graduation rate has been over 90% for nine consecutive years; and, not just because 75% of our schools are A or B schools. He should be the 2026 Superintendent of the Year because: He's rebuilding Westwood High School, serving some of my city's most economically challenged students; He's merging small elementary schools in Fort Pierce into K8 to increase student success; He's improved reading proficiency in grades 3-10 by 5%, grades 6-8 by 9%, making SLPS #2; and He's increased industry certifications to 4,368 in 37 pathways through 55 career academies.

SLPS students now number 50,000. Dr. Prince has met this rapid growth with 300 million+ dollars in new construction, expansion, and refurbishment projects benefiting students across the district, including new Legacy High School, 2025; new Western Grove K8, 2026; Fort Pierce Westwood, 2026, and C.A. Moore expansion to K8 and new gym, December 2026. Sixty-seven per cent of voters have twice approved increased taxes to fund capital, technology and facilities investment for our schools.

When I attended St. Lucie Public Schools many years ago, the Superintendent was a remote figurehead who was rarely present in schools. Dr. Jon Prince is engaged, present, dedicated and interacts comfortably with teachers and students alike. He cares and it shows. I am proud to nominate him for 2026 Superintendent of the Year, because he's that and more for our students.

Sincerely,

Mayor Linda Hudson
City of Fort Pierce

THE SUNRISE CITY
FORT PIERCE
OFFICE OF THE MAYOR
AND CITY COMMISSION
Florida

September 2, 2025

Florida Association of District School Superintendents

Dear Florida Educator:

Dr. Jon Prince, St. Lucie County's Superintendent, is very deserving of your consideration to be 2026 Superintendent of the Year for Florida. Superintendent since 2022, Dr. Prince came to our district a decade ago as Deputy Superintendent. As Mayor for 13 years, I can attest to the benefit to our city because of improvements in our St. Lucie County Schools with Dr. Prince as Deputy and now Superintendent.

I nominate him for Florida's Superintendent of the Year not just because in 2025 he led our St. Lucie Public Schools (SLPS) to its first ever A grade; not just because we have no failing schools; not just because SLPS ranks third in Florida; not just because our graduation rate has been over 90% for nine consecutive years; and, not just because 75% of our schools are A or B schools. He should be the 2026 Superintendent of the Year because: He's rebuilding Westwood High School, serving some of my city's most economically challenged students; He's merging small elementary schools in Fort Pierce into K8 to increase student success; He's improved reading proficiency in grades 3-10 by 5%, grades 6-8 by 9%, making SLPS #2; and He's increased industry certifications to 4,368 in 37 pathways through 55 career academies.

SLPS students now number 50,000. Dr. Prince has met this rapid growth with 300 million+ dollars in new construction, expansion, and refurbishment projects benefiting students across the district, including new Legacy High School, 2025; new Western Grove K8, 2026; Fort Pierce Westwood, 2026, and C.A. Moore expansion to K8 and new gym, December 2026. Sixty-seven per cent of voters have twice approved increased taxes to fund capital, technology and facilities investment for our schools.

When I attended St. Lucie Public Schools many years ago, the Superintendent was a remote figurehead who was rarely present in schools. Dr. Jon Prince is engaged, present, dedicated and interacts comfortably with teachers and students alike. He cares and it shows. I am proud to nominate him for 2026 Superintendent of the Year, because he's that and more for our students.

Sincerely,

Mayor Linda Hudson
City of Fort Pierce

City Commission Regular Meeting - 5:05 PM **11. V.**

Meeting Date: 09/02/2025

Re: Purchase Water Truck for Parks and Grounds

Submitted For: Jason Atkinson, Director of Public Works, Public Works

SUBJECT:

Approval of the expenditure in the amount of $96,176.00 for a 2026 Ford F550 Water Truck pursuant to the Florida Sheriff's Association Contract No. FSA 23-VEH-21-RO (bid effective from 10/01/23 through 9/30/25), Specification No. 26; contract approval anticipated at a later date as required.

SUMMARY:

The Public Works Department is requesting approval to piggyback Florida Sheriff's Association Contract No. FSA 23-VEH-21-RO (bid effective from 10/01/23 through 9/30/25), Specification No. 26, for the purchase of a 2026, Ford F550 4X2 Regular Chassis 60" DRW F5G SOUTH (Water Truck) from Duval Ford, Jacksonville, FL., Lexington, NC, in accordance with the attached quote, for the amount not to exceed $96,176.00

The Parks and Grounds Division will use the water truck to deliver water where irrigation systems are limited, unavailable, or temporarily out of service city-wide. The water truck allows staff to provide water directly to newly planted trees, sod, shrubs, and flowers in need of consistent watering until their roots are established. In addition, the water truck provides backup watering, dust control, and efficiency for wide coverage of large areas.

RECOMMENDATION:

Approval to piggyback Florida Sheriff's Association Contract No. FSA 23-VEH-21-RO (bid effective from 10/01/23 through 9/30/25), Specification No. 26, for the purchase of a 2026, Ford F550 4X2 Regular Chassis 60" DRW F5G SOUTH (Water Truck) from Duval Ford, Jacksonville, FL., Lexington, NC, in accordance with the attached quote.

ALTERNATIVES:

Public Works will proceed as directed by the Commission.

RESPONSIBLE STAFF:

Public Works Department

COORDINATED WITH:

Purchasing Department
Finance Department

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2025
Account: 1001111-549870
Amount: 96176
FISCAL IMPACT:

THE FUNDS FOR THIS EXPENDITURE WILL COME FROM THE TREE FUND ACCOUNT: 1001111-549870, PROJECT STRING: TREE

Attachments

DUVAL FORD QUOTE 7.25.25
FSA 23-VEH-21-RO ITEM 26
FSA23-VEH21.0 CONTRACT

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	08/18/2025 04:47 PM
City Manager	Richard Chess	08/22/2025 04:51 PM
Form Started By: Tanya White		Started On: 07/30/2025 05:24 PM
Final Approval Date: 08/22/2025		

DUVAL | Ford
• Since 1918 •

CITY OF FORT PIERCE

Prepared for:

CITY OF FORT PIERCE
LAZARO RABELO
772-467-3815
lrabelo@cityoffortpierce.com

Contract Holder 7/25/25

DUVAL FORD
Bambi Darr
(Work) 904-388-2144
(Fax) 904-387-6816
bambi.darr@duvalmotor.com
405 Lane Avenue North
Jacksonville, FL 32254

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL

FLORIDA SHERIFFS ASSOCIATION COOPERATIVE PURCHASING PROGRAM

We appreciate your interest and the opportunity to quote. Pricing references the FLORIDA SHERIFFS ASSOCIATION HEAVY TRUCKS AND BUSES CONTRACT FSA 23-VEH-21-RO. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.

Labor: Rate/ Hr $100	Parts QTY	Code	Equipment	UNIT PRICE	EXTENDED
	1	F5G SOUTH	Item 26: Ford F550 4x2 Regular Cab Chassis 60" CA DRW F5G SOUTH	$ 62,532.00	$ 62,532.00
	1	GAS	[Does Not Apply to F350/F450 Or F59 stripped chassis option] 7.3L 2V DEVCT NA PFI V8 Gas/TorqShift® Ten-Speed 10R140	$ (5,000.00)	$ (5,000.00)
	1	660A	Equipment Group: XL (Power Windows & Door Locks)	$ -	$ -
	1	F5G.84CA	Wheel Base Option 84" Cab to Axle, 169" wheelbase	$ 1,864.00	$ 1,864.00
	1	872	Rear View Camera and Prep Kit (includes loose camera, wiring bundle)	$ 413.00	$ 413.00
	1	18B	Platform Running Boards	$ 318.00	$ 318.00
	1	68M	PAYLOAD PLUS UPGRADE PACKAGE (68M) Availability: ● Optional on F-550 Not available with: ● 145" wheelbase on gas engine Requires: ● Trailer Tow Pkg – High Capacity (535) on 6.7L Diesel (99T) Includes: ● Increases GVWR from 18,000 lbs. to 19,500 lbs. ● Increases max RGAWR to 14,706 ● Low Deflection/High Capacity Rear Springs ● Upgraded frame ● Upgraded rear-axle Options Available: ● Low Deflection Spacer (86S) NOTE: See Order Guide Supplemental Reference for further details on GVWR.	$ 1,149.00	$ 1,149.00
	1	534	COMPLETE TRAILER TOW PACKAGE – HD Availability: Installed and Certified by Body Modifier ● Optional on XL, XLT, Includes trailer plug 6 or 7 way ● Includes hardware pack: Class IV Ball Mount, 2"" Ball, Sleeve reducer, pin and clip ● Recommend Locking Differential , Includes (52B) electric Brake controller	$ 1,985.00	$ 1,985.00
	1	X8L	4.88 Limited Slip Rear axle	$ 393.00	$ 393.00
	1	NSO:STAMM PKG	925 GALLON WATER TANK SKID FOR WATERING STEEL SKID TANK MATERIAL: POLY 80" LONG 65" WIDE 69" TALL MOUNTED ON SKID 2" PORTS 16" TOP LID HONDA POWERED PUMP GASOLINE HONDA ENGINE WATER PUMP 2- 50' HOSE REELS MOUNTED AT REAR W/ NOZZLES	$ 16,540.00	$ 16,540.00
	1	FB2	STAMM 12' STEEL FLATBED STEEL BULKHEAD DIAMOND PLATE FLOOR RUB RAIL & STAKE POCKETS DOWN BOTH SIDES STEEL ICC BUMPER	$ 12,052.00	$ 12,052.00
	1	SBO 8	Led Taillights	$ 612.00	$ 612.00
	1	LED PKG 1	4 CORNER STROBE (2 IN GRILLE & 2 IN REAR)	$ 817.00	$ 817.00
	2	DBO 10	Dump Body Options: 36" Aluminum Underbody Box	$ 819.00	$ 1,638.00
	1	SBO 1	Factory Camera Install (Requires (872) Camera Kit	$ 238.00	$ 238.00
	1	31*	Ship Thru Qualified body modifier, Discounts Available for Chassis Pre-Payment upon arrival at second stage upfitter. Includes second stage mso, body certification label and pre-delivery inspection. Second Stage MSO required for Tag.	$ 625.00	$ 625.00
	1				
0	1	Z1	Oxford White	No Charge	$ -
0	1	AS	HD Vinyl, 40/20/40 Split Bench w/center armrest, cupholder and storage;	Standard	$ -
0	1		Vinyl Floor	$ -	$ -
0		TOTAL LABOR HOURS			
		Additional Notes	2026 MODEL		
UNIT COST					$ 96,176.00
TOTAL QUANTITY		1		TOTAL PURCHASE	$ 96,176.00

FSA Cooperative Purchasing Program

FLORIDA
SHERIFFS ASSOCIATION
COOPERATIVE
PURCHASING PROGRAM

FSA23-VEH21.1 Heavy Trucks & Buses Extension Packet

PROTECTING, LEADING & UNITING SINCE 1893
FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive
Tallahassee, Florida 32308

p: (850) 877-2165 f: (850) 878-8665
flsheriffs.org

Contract Extension Amendment

Contract FSA23-VEH21.0: Heavy Trucks and Busses

Extension Term: October 1, 2024, through September 30, 2025

The Terms and Conditions of this Contract allow for modification via contract addenda as provided for in Section 1.23. The effective dates of the original contract term for FSA23-VEH21.0 are October 1, 2023, through September 30, 2024. The Florida Sheriffs Association (FSA) shall extend this contract for an additional one (1) year term from October 1, 2024, through September 30, 2025. The Terms and Conditions remain in effect for the contract extension term. Items and pricing may be updated in accordance with Sections 3.05 and 3.06 of the Terms and Conditions.

FSA is amending the original contract to reflect the following modifications:

- Modify the contract number to FSA23-VEH21.1, which reflects the extension; and
- Amend Section 1.03 to recognize the term of the contract extension.

Section 1.03 is amended to include the following language:

1.03 TERM OF CONTRACT

The FSA elected to renew the contract and extend the term of the contract for another twelve (12) months. The contract extension term will begin October 1, 2024, and end September 30, 2025.

For questions regarding this contract extension, please email Hugh Oliver at holiver@flsheriffs.org.

H. Oliver

Hugh Oliver
Florida Sheriffs Association
Director- Cooperative Purchasing Program

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Notice of Final Award
FSA23-VEH21.0: Heavy Trucks & Buses

Date: October 1, 2023

To: Bidders and Purchasers

From: Hugh Oliver, Cooperative Purchasing Program Manger

Re: Notice of Final Award for FSA23-VEH21.0: Heavy Trucks & Buses

Florida Sheriffs Association (FSA) has completed its 21st year of the cooperative purchasing heavy trucks and buses contract. FSA is issuing the Notice of Final Award for contract FSA23-VEH21.0: Heavy Trucks & Buses that will be effective from October 1, 2023, through September 30, 2024. This year's bid included 80 items. The contract will offer class 3-5 cab & chassis trucks and buses.

The competitive process for this award began in May 2023, when stakeholders were surveyed regarding procurement needs. Items were added based on survey results and the Fleet Advisory Committee's review of products.

An advertisement for the Invitation to Bid was published in the Florida Administrative Weekly, as well as the State of Florida's Office of Supplier Diversity and the FSA websites. On May 5, 2023, a direct notification was sent to 716 prospective bidders to participate in a voluntary bidder workshop. The ITB advertisement resulted in 81 pre-bid attendees or waivers. Of these respondents, 30 submitted bids and 29 qualified. FSA has identified intended awardees in the attached Final Award Report. The Final Award Report shows up to three lowest bidders per item, per zone.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions for this procurement. Bidders that become awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

Contract pricing will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida, or to other entities approved by manufacturers to buy from this contract, which can include out-of-state sales. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturer's agreement. All purchasers are bound by state law, local ordinances, rules, and regulations for purchases made under this contract.

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FSA23-VEH21.0: Heavy Trucks and Busses

Contract Renewal

October 1, 2024, through September 30, 2025

The Terms and Conditions of this contract allow for modification via contract amendment as provided for in Section 1.23. The effective dates of the contract term for FSA23-VEH21.0 are October 1, 2023, through September 30, 2024. Per Contract Terms and Conditions, Section 3.05, the contract may be renewed by mutual agreement, initiated at the discretion of the FSA (Florida Sheriffs Association), for up to two additional one-year terms on a year-to-year basis. The Florida Sheriffs Association Cooperative Purchasing Program seeks to renew FSA23-VEH21.0 for a one-year term. The contract term will extend from October 1, 2024, through September 30, 2025.

Please sign and return this contract renewal acknowledgment prior to May 31, 2024. If the FSA does not receive a written response to this decision by May 31, 2024, the contract term will be extended for the additional period.

Any vendor not in agreement may opt out of the extra contract term before September 30, 2024.

For questions regarding this contract extension, please email Hugh Oliver at holiver@flsheriffs.org.

Name of Authorized Agent (Please Print):

RICHARD TACKETT

Signature:



Awarded Vendor Company Name:

DUVAL FORD

Date:

4/10/24

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

Item: 26, Ford, F-550 Regular Cab, F5G

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$61,914.00	Build	Options
Northern	Primary	Duval Ford LLC	$61,480.00	Build	Options
Central	Primary	Duval Ford LLC	$61,786.00	Build	Options
Southern	Primary	Duval Ford LLC	$61,965.00	Build	Options

FSA Cooperative Purchasing Program

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H. Oliver

Hugh Oliver
Florida Sheriffs Association
Director- Cooperative Purchasing Program

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FSA23-VEH21.0: Heavy Trucks & Buses

Date: October 1, 2023

To: Bidders and Purchasers

From: Hugh Oliver, Cooperative Purchasing Program Manger

Re: Notice of Final Award for FSA23-VEH21.0: Heavy Trucks & Buses

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FSA23-VEH21.0: Heavy Trucks and Busses

Contract Renewal

October 1, 2024, through September 30, 2025

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For questions regarding this contract extension, please email Hugh Oliver at holiver@flsheriffs.org.

Name of Authorized Agent (Please Print):

Michael Crawford

Signature:

Michael Crawford

Date:

05/14/2024

Awarded Vendor Company Name:

All Roads Kenworth, LLC

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FSA23-VEH21.0: Heavy Trucks and Busses

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Name of Authorized Agent (Please Print):

Charlie Rodgers

Signature:

Charlie Rodgers Digitally signed by: Charlie Rodgers DN: CN = Charlie Rodgers email = crodgers@palmettofordtrucks.com C = US O = Bachrodt FT, LLC. OU = Palmetto Ford of Miami Date: 2024.04.18 15:10:52 -04'07'

Awarded Vendor Company Name:

Bachrodt FT, LLC. dba Palmetto Ford of Miami

Date:

April 18th, 2024

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FSA23-VEH21.0: Heavy Trucks and Busses

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For questions regarding this contract extension, please email Hugh Oliver at holiver@flsheriffs.org.

Name of Authorized Agent (Please Print): Jeff Young

Signature:

Awarded Vendor Company Name: Bozard Ford CO

Date: 5/6/2024

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FSA23-VEH21.0: Heavy Trucks and Busses

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For questions regarding this contract extension, please email Hugh Oliver at holiver@flsheriffs.org.

Name of Authorized Agent (Please Print): Tammy D Steemken

Signature:

Awarded Vendor Company Name: Brayhill Equipment LLC

Date: 04/19/2024

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FSA23-VEH21.0: Heavy Trucks and Busses

Contract Renewal

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For questions regarding this contract extension, please email Hugh Oliver at holiver@flsheriffs.org.

Name of Authorized Agent (Please Print):

William Young

Signature:

William Young

Awarded Vendor Company Name:

Container Systems & Equip. Co., III

Date:

4-15-24

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FSA23-VEH21.0: Heavy Trucks and Busses

Contract Renewal

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For questions regarding this contract extension, please email Hugh Oliver at holiver@flsheriffs.org.

Name of Authorized Agent (Please Print): Chuck Calhoun

Signature:

Awarded Vendor Company Name: Cumberland International Trucks

Date: 4/11/24

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FSA23-VEH21.0: Heavy Trucks and Busses

Contract Renewal

October 1, 2024, through September 30, 2025

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For questions regarding this contract extension, please email Hugh Oliver at holiver@flsheriffs.org.

Name of Authorized Agent (Please Print):

Howard B. Williams

Signature:

Howard B. Williams

Awarded Vendor Company Name:

DeLand Truck Center, Inc.

Date:

4/12/24

PROTECTING, LEADING & UNITING SINCE 1893
FLORIDA SHERIFFS ASSOCIATION
2617 Mahan Drive
Tallahassee, Florida 32308
p: (850) 877-2165 f: (850) 878-8665
flsheriffs.org

FSA23-VEH21.0: Heavy Trucks and Busses

Contract Renewal

October 1, 2024, through September 30, 2025

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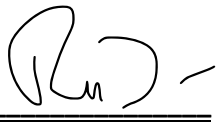
For questions regarding this contract extension, please email Hugh Oliver at holiver@flsheriffs.org.

Name of Authorized Agent (Please Print):

RICHARD TACKETT

Signature:



Awarded Vendor Company Name:

DUVAL FORD

Date:

4/10/24

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2617 Mahan Drive
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FSA23-VEH21.0: Heavy Trucks and Busses

Contract Renewal

October 1, 2024, through September 30, 2025

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For questions regarding this contract extension, please email Hugh Oliver at holiver@flsheriffs.org.

Name of Authorized Agent (Please Print):

RYAN VAN WOLVELAERE

Signature:

Awarded Vendor Company Name:

FLORIDA KENWORTH, LLC

Date:

5/30/24

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FSA23-VEH21.0: Heavy Trucks and Busses

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For questions regarding this contract extension, please email Hugh Oliver at holiver@flsheriffs.org.

Name of Authorized Agent (Please Print):

Robert Frick

Signature:

Digitally signed by Robert Frick
Date: 2024.04.10 15:22:46 -04'00'

Awarded Vendor Company Name:

Florida Transportation Systems

Date:

4/10/24

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Tallahassee, Florida 32308
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FSA23-VEH21.0: Heavy Trucks and Busses

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For questions regarding this contract extension, please email Hugh Oliver at holiver@flsheriffs.org.

Name of Authorized Agent (Please Print):

Ed Costello

Awarded Vendor Company Name:

Kenworth of Jacksonville

Signature:



Date:

4/12/24

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Tallahassee, Florida 32308

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FSA23-VEH21.0: Heavy Trucks and Busses

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Name of Authorized Agent (Please Print):

Douglas Gifford

Signature:

Douglas Gifford

Digitally signed by Douglas Gifford
Date: 2024.05.15 08:50:05 -04'00'

Awarded Vendor Company Name:

Matthews Bus Alliance, Inc.

Date:

5/15/24

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2617 Mahan Drive
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FSA23-VEH21.0: Heavy Trucks and Busses

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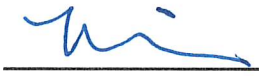
For questions regarding this contract extension, please email Hugh Oliver at holiver@flsheriffs.org.

Name of Authorized Agent (Please Print):

Nick Corley

Signature:



Awarded Vendor Company Name:

Model 1 Commercial Vehicles, Inc.

Date:

4-22-2024

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FSA23-VEH21.0: Heavy Trucks and Busses

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For questions regarding this contract extension, please email Hugh Oliver at holiver@flsheriffs.org.

Name of Authorized Agent (Please Print): Lloyd W Bardridge CFO

Signature:

Awarded Vendor Company Name: NAZARENO

Date: 5-21-24

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2617 Mahan Drive
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FSA23-VEH21.0: Heavy Trucks and Busses

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Name of Authorized Agent (Please Print):

Anthony Abatecola

Signature:

bc646917-97ab-4297-b927-cd662cab4f24 Digitally signed by bc646917-97ab-4297-b927-cd662cab4f24 Date: 2024.04.10 11:09:33 -04'00'

Awarded Vendor Company Name:

Nextran Truck Centers

Date:

4/10/24

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2617 Mahan Drive
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FSA23-VEH21.0: Heavy Trucks and Busses

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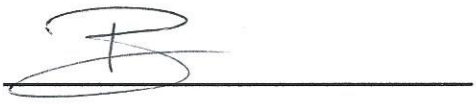
Name of Authorized Agent (Please Print): ROBERT SCHARPNICK

Signature: 

Awarded Vendor Company Name: ORLANDO FREIGHTLINER

Date: 4-12-24

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2617 Mahan Drive
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FSA23-VEH21.0: Heavy Trucks and Busses

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Name of Authorized Agent (Please Print):

Elena Christakis

Signature:

Elena Christakis

Digitally signed by Elena Christakis
Date: 2024.06.11 10:24:51 -07'00'

Awarded Vendor Company Name:

Phoenix Motorcars Leasing LLC

Date:

6/11/24

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2617 Mahan Drive
Tallahassee, Florida 32308

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FSA23-VEH21.0: Heavy Trucks and Busses

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Name of Authorized Agent (Please Print):

Carlos Correa

Signature:

Carlos Correa Digitally signed by Carlos Correa Date: 2024.04.12 14:08:50 -04'00'

Awarded Vendor Company Name:

Rechtien International Trucks

Date:

4/12/24

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FLORIDA SHERIFFS ASSOCIATION

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Tallahassee, Florida 32308

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FSA23-VEH21.0: Heavy Trucks and Busses

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Name of Authorized Agent (Please Print):

Wade Bosarge

Signature:

Wade Bosarge Digitally signed by Wade Bosarge Date: 2024.04.15 11:22:47 -04'00'

Awarded Vendor Company Name:

Rush Truck Centers of Florida

Date:

4/15/24

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Tallahassee, Florida 32308

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FSA23-VEH21.0: Heavy Trucks and Busses

Contract Renewal

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Name of Authorized Agent (Please Print):

Donald Maher

Signature:

DONALD MAHER

Digitally signed by DONALD MAHER
Date: 2024.04.23 16:59:38 -04'00'

Awarded Vendor Company Name:

SBL FREIGHTLINER, LLC

Date:

4/23/24

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FSA23-VEH21.0: Heavy Trucks and Busses

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For questions regarding this contract extension, please email Hugh Oliver at holiver@flsheriffs.org.

Name of Authorized Agent (Please Print):

Shane Polson

Signature:



Awarded Vendor Company Name:

Southern States ToyotaLift

Date:

5/20/24

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2617 Mahan Drive
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FSA23-VEH21.0: Heavy Trucks and Busses

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For questions regarding this contract extension, please email Hugh Oliver at holiver@flsheriffs.org.

Name of Authorized Agent (Please Print): DAVID C. METCALF

Signature: David C. Metcalf

Awarded Vendor Company Name: Sun State International Trucks

Date: 4/10/2024

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FLORIDA SHERIFFS ASSOCIATION

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FSA23-VEH21.0: Heavy Trucks and Busses

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For questions regarding this contract extension, please email Hugh Oliver at holiver@flsheriffs.org.

Name of Authorized Agent (Please Print):

Scott Endris

Signature:

Scott Endris

Awarded Vendor Company Name:

Tampa Truck Center LLC

Date:

4/10/24

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FLORIDA SHERIFFS ASSOCIATION

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For questions regarding this contract extension, please email Hugh Oliver at holiver@flsheriffs.org.

Name of Authorized Agent (Please Print): Blake R. Ebben

Signature: 

Awarded Vendor Company Name: Ten-8 Fire & Safety

Date: 4/10/24

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p: (850) 877-2165 f: (850) 878-8665
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FSA23-VEH21.0: Heavy Trucks and Busses

Contract Renewal

October 1, 2024, through September 30, 2025

The Terms and Conditions of this contract allow for modification via contract amendment as provided for in Section 1.23. The effective dates of the contract term for FSA23-VEH21.0 are October 1, 2023, through September 30, 2024. Per Contract Terms and Conditions, Section 3.05, the contract may be renewed by mutual agreement, initiated at the discretion of the FSA (Florida Sheriffs Association), for up to two additional one-year terms on a year-to-year basis. The Florida Sheriffs Association Cooperative Purchasing Program seeks to renew FSA23-VEH21.0 for a one-year term. The contract term will extend from October 1, 2024, through September 30, 2025.

Please sign and return this contract renewal acknowledgment prior to May 31, 2024. If the FSA does not receive a written response to this decision by May 31, 2024, the contract term will be extended for the additional period.

Any vendor not in agreement may opt out of the extra contract term before September 30, 2024.

For questions regarding this contract extension, please email Hugh Oliver at holiver@flsheriffs.org.

Name of Authorized Agent (Please Print):

Lucus Witzke

Signature:

Lucus Witzke Digitally signed by Lucus Witzke Date: 2024.04.11 15:35:16 -04'00'

Awarded Vendor Company Name:

Terradyne Armored Vehicles

Date:

4/11/24

PROTECTING, LEADING & UNITING SINCE 1893
FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive
Tallahassee, Florida 32308

p: (850) 877-2165 f: (850) 878-8665
flsheriffs.org

FSA23-VEH21.0: Heavy Trucks and Busses

Contract Renewal

October 1, 2024, through September 30, 2025

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For questions regarding this contract extension, please email Hugh Oliver at holiver@flsheriffs.org.

Name of Authorized Agent (Please Print): Andy Hallums

Signature:

Awarded Vendor Company Name: The Peterbilt Store South Florida LLC

Date: 4/10/24

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FLORIDA SHERIFFS ASSOCIATION

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Tallahassee, Florida 32308

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FSA23-VEH21.0: Heavy Trucks and Busses

Contract Renewal

October 1, 2024, through September 30, 2025

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For questions regarding this contract extension, please email Hugh Oliver at holiver@flsheriffs.org.

Name of Authorized Agent (Please Print): Guillermo Chez

Signature:

Awarded Vendor Company Name: TRUCKMAX, INC

Date: 5-21-24

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FLORIDA SHERIFFS ASSOCIATION

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Tallahassee, Florida 32308

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FSA23-VEH21.0: Heavy Trucks and Busses

Contract Renewal

October 1, 2024, through September 30, 2025

The Terms and Conditions of this contract allow for modification via contract amendment as provided for in Section 1.23. The effective dates of the contract term for FSA23-VEH21.0 are October 1, 2023, through September 30, 2024. Per Contract Terms and Conditions, Section 3.05, the contract may be renewed by mutual agreement, initiated at the discretion of the FSA (Florida Sheriffs Association), for up to two additional one-year terms on a year-to-year basis. The Florida Sheriffs Association Cooperative Purchasing Program seeks to renew FSA23-VEH21.0 for a one-year term. The contract term will extend from October 1, 2024, through September 30, 2025.

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For questions regarding this contract extension, please email Hugh Oliver at holiver@flsheriffs.org.

Name of Authorized Agent (Please Print): GUILLERMO CHEZ.

Signature:

Awarded Vendor Company Name: TRUCKMAX ISUZU

Date: 5-21-24.

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FLORIDA SHERIFFS ASSOCIATION

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Tallahassee, Florida 32308

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FSA23-VEH21.0: Heavy Trucks and Busses

Contract Renewal

October 1, 2024, through September 30, 2025

The Terms and Conditions of this contract allow for modification via contract amendment as provided for in Section 1.23. The effective dates of the contract term for FSA23-VEH21.0 are October 1, 2023, through September 30, 2024. Per Contract Terms and Conditions, Section 3.05, the contract may be renewed by mutual agreement, initiated at the discretion of the FSA (Florida Sheriffs Association), for up to two additional one-year terms on a year-to-year basis. The Florida Sheriffs Association Cooperative Purchasing Program seeks to renew FSA23-VEH21.0 for a one-year term. The contract term will extend from October 1, 2024, through September 30, 2025.

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Any vendor not in agreement may opt out of the extra contract term before September 30, 2024.

For questions regarding this contract extension, please email Hugh Oliver at holiver@flsheriffs.org.

Name of Authorized Agent (Please Print): Andrew T. Bennett

Signature:

Awarded Vendor Company Name: Truckworx of DeLand Spring

Date: 5-15-24

FSA Cooperative Purchasing Program



FSA23-VEH21.1 Addition of Repair and Replacement Parts

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Tallahassee, Florida 32308
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Contract Amendment
FSA23-VEH21.1: Heavy Trucks and Buses
Addition of Repair and Replacement Parts

The Terms and Conditions of this Contract allow for modification via contract amendment as provided for in Section 1.23. Per Contract Terms and Conditions, Section 3.04, the FSA CPP reserves the right to add or delete any items from the contract when deemed to be in the best interest of FSA and purchasers, at its discretion.

FSA is amending the original contract to add a new section to Section 3.0 – General Conditions:

3.26 – REPAIR AND REPLACEMENT PARTS

FSA authorizes awarded vendors to sell repair and replacement parts. Parts and components pricing must include the administrative fee. If a vendor wishes to offer parts under this contract, the vendor must provide a price list to FSA and offer a discount below MSRP or list price for parts and components.

Vendors may provide pricing by submitting a parts pricing sheet to cpp@flsheriffs.org. Vendors are encouraged, but not required to use the template.

Items listed below are required for the submission of the pricing sheet:

- *Description*
- *MSRP or List Price discount percentage*
- *Exceptions to discount provided*
- *Quantity discounts*

For questions regarding this contract amendment, please email cpp@flsheriffs.org

For questions regarding this contract amendment, please email Hugh Oliver at holiver@flsheriffs.org.

☑ **Yes, we wish to offer parts. Please see our completed pricing sheet.**

☐ **No, we do not wish to offer parts.**

Name of Authorized Agent (Please Print): Jerry Williams

Signature:

Awarded Vendor Company Name: Orlando Freightliner Inc.

Date: 2/26/25

FSA Cooperative Purchasing Program

FLORIDA
SHERIFFS ASSOCIATION
COOPERATIVE
PURCHASING PROGRAM

FSA23-VEH21.1 Bid Awards

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Buses Electric: 19 to 20 Passenger Capacity Range, Van-Type Cutaway Chassis

Item: 1, Endera, B-Series, B-Series

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary Alternate	Florida Transportation Systems, Inc. Model 1 Commercial Vehicles, Inc.	$306,847.00 $322,025.00	Build Build	Options Options
Northern	Primary Alternate	Florida Transportation Systems, Inc. Model 1 Commercial Vehicles, Inc.	$306,847.00 $322,025.00	Build Build	Options Options
Central	Primary Alternate	Florida Transportation Systems, Inc. Model 1 Commercial Vehicles, Inc.	$306,847.00 $322,025.00	Build Build	Options Options
Southern	Primary Alternate	Florida Transportation Systems, Inc. Model 1 Commercial Vehicles, Inc.	$306,847.00 $322,025.00	Build Build	Options Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Buses Electric: 19 to 20 Passenger Capacity Range, Van-Type Cutaway Chassis

Item: 5, Phoenix Motorcars, Z600 Type A School Bus, Z600

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Phoenix Motorcars Leasing LLC	$271,450.00	Build	Options
Northern	Primary	Phoenix Motorcars Leasing LLC	$271,450.00	Build	Options
Central	Primary	Phoenix Motorcars Leasing LLC	$271,450.00	Build	Options
Southern	Primary	Phoenix Motorcars Leasing LLC	$271,450.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Buses Electric: 20 to 52 Passenger Capacity Range, Conventional-Type Chassis

Item: 2, Bluebird, Vision Electric, Vision Electric

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Florida Transportation Systems, Inc.	$413,756.00	Build	Options
Northern	Primary	Florida Transportation Systems, Inc.	$413,756.00	Build	Options
Central	Primary	Florida Transportation Systems, Inc.	$413,756.00	Build	Options
Southern	Primary	Florida Transportation Systems, Inc.	$413,756.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Buses Electric: 20 to 52 Passenger Capacity Range, Conventional-Type Chassis

Item: 3, Bluebird, All-American Electric, T3RE

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Florida Transportation Systems, Inc.	$431,490.00	Build	Options
Northern	Primary	Florida Transportation Systems, Inc.	$431,490.00	Build	Options
Central	Primary	Florida Transportation Systems, Inc.	$431,490.00	Build	Options
Southern	Primary	Florida Transportation Systems, Inc.	$431,490.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Buses Electric: 44 To 80 Passenger Capacity Range, Commercial-Type Chassis

Item: 6, BYD, The Dreamer, Type D Electric School Bus

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Model 1 Commercial Vehicles, Inc.	$442,168.00	Build	Options
Northern	Primary	Model 1 Commercial Vehicles, Inc.	$442,168.00	Build	Options
Central	Primary	Model 1 Commercial Vehicles, Inc.	$442,168.00	Build	Options
Southern	Primary	Model 1 Commercial Vehicles, Inc.	$442,168.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Buses: 14 to 25 Passenger Capacity Range, Van-Type Cutaway Chassis

Item: 7, Endera, B-Series, B-Series

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Florida Transportation Systems, Inc.	$122,856.00	Build	Options
Northern	Primary	Florida Transportation Systems, Inc.	$122,856.00	Build	Options
Central	Primary	Florida Transportation Systems, Inc.	$122,856.00	Build	Options
Southern	Primary	Florida Transportation Systems, Inc.	$122,856.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Buses: 14 to 25 Passenger Capacity Range, Van-Type Cutaway Chassis

Item: 8, Starcraft, Allstar, Allstar

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Model 1 Commercial Vehicles, Inc.	$86,125.00	Build	Options
Northern	Primary	Model 1 Commercial Vehicles, Inc.	$86,125.00	Build	Options
Central	Primary	Model 1 Commercial Vehicles, Inc.	$86,125.00	Build	Options
Southern	Primary	Model 1 Commercial Vehicles, Inc.	$86,125.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Buses: 14 to 25 Passenger Capacity Range, Van-Type Cutaway Chassis

Item: 93, StarTrans, The Senator II, Senator SII 22

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Matthews Bus Alliance Inc.	$102,622.00	Build	Options
Northern	Primary	Matthews Bus Alliance Inc.	$102,622.00	Build	Options
Central	Primary	Matthews Bus Alliance Inc.	$102,622.00	Build	Options
Southern	Primary	Matthews Bus Alliance Inc.	$102,622.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Buses: 20 to 52 Passenger Capacity Range, Conventional Truck-Type Cutaway Chassis

Item: 9, Bluebird, Vision, Vision

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Florida Transportation Systems, Inc.	$153,047.00	Build	Options
Northern	Primary	Florida Transportation Systems, Inc.	$153,047.00	Build	Options
Central	Primary	Florida Transportation Systems, Inc.	$153,047.00	Build	Options
Southern	Primary	Florida Transportation Systems, Inc.	$153,047.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Buses: 20 to 52 Passenger Capacity Range, Conventional Truck-Type Cutaway Chassis

Item: 11, Starcraft, Allstar, Allstar

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Model 1 Commercial Vehicles, Inc.	$150,930.00	Build	Options
Northern	Primary	Model 1 Commercial Vehicles, Inc.	$150,930.00	Build	Options
Central	Primary	Model 1 Commercial Vehicles, Inc.	$150,930.00	Build	Options
Southern	Primary	Model 1 Commercial Vehicles, Inc.	$150,930.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Buses: 20 to 52 Passenger Capacity Range, Conventional Truck-Type Cutaway Chassis

Item: 94, StarTrans, The Senator II HD, Senator HD 28

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Matthews Bus Alliance Inc.	$147,140.00	Build	Options
Northern	Primary	Matthews Bus Alliance Inc.	$147,140.00	Build	Options
Central	Primary	Matthews Bus Alliance Inc.	$147,140.00	Build	Options
Southern	Primary	Matthews Bus Alliance Inc.	$147,140.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Buses: 33 to 54 Passenger Capacity Range, Commercial-Type, Rear Engine Chassis

Item: 12, Bluebird, T3RE, T3RE

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Florida Transportation Systems, Inc.	$184,494.00	Build	Options
Northern	Primary	Florida Transportation Systems, Inc.	$184,494.00	Build	Options
Central	Primary	Florida Transportation Systems, Inc.	$184,494.00	Build	Options
Southern	Primary	Florida Transportation Systems, Inc.	$184,494.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Buses: 36 to 52 Passenger Capacity Range, Commercial-Type, Front Engine Chassis

Item: 13, Bluebird, T3FE, T3FE

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Florida Transportation Systems, Inc.	$167,017.00	Build	Options
Northern	Primary	Florida Transportation Systems, Inc.	$167,017.00	Build	Options
Central	Primary	Florida Transportation Systems, Inc.	$167,017.00	Build	Options
Southern	Primary	Florida Transportation Systems, Inc.	$167,017.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks Electric: 54,000 lbs. GVWR 4x6 Semi Tractor

Item: 14, Kenworth, T680E, T680E

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary	Kenworth of Jacksonville	$467,936.00	Build	Options
Central	Primary Alternate	Florida Kenworth, LLC All Roads Kenworth, LLC.	$471,912.00 $500,286.00	Build Build	Options Options
Southern	Primary Alternate	Florida Kenworth, LLC All Roads Kenworth, LLC.	$471,912.00 $500,286.00	Build Build	Options Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks Electric: 54,000 lbs. GVWR 4x6 Semi Tractor

Item: 15, Peterbilt, 579EV, 579EV

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	$516,074.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	$516,074.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	$516,074.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	$484,000.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks Electric: 54,000 lbs. GVWR 4x6 Semi Tractor

Item: 16, Volvo, VNR, VNR

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	$399,036.00	Build	Options
Northern	Primary	Nextran Truck Centers	$399,036.00	Build	Options
Central	Primary	Nextran Truck Centers	$399,036.00	Build	Options
Southern	Primary	Nextran Truck Centers	$399,036.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks Electric: Conventional Cab 33,000 lbs. GVWR (DRW) 4x2

Item: 18, International, EMV, MV60E

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	$278,256.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	$276,210.00	Build	Options
Central	Primary Alternate	Cumberland International Trucks of Florida Sun State International Trucks	$276,210.00 $276,466.00	Build Build	Options Options
Southern	Primary	Rechtien International Trucks	$276,903.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks Electric: Conventional Cab 33,000 lbs. GVWR (DRW) 4x2

Item: 19, Mack, MD7 Electric, MDe7

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	$250,028.00	Build	Options
Northern	Primary	Nextran Truck Centers	$250,028.00	Build	Options
Central	Primary	Nextran Truck Centers	$250,028.00	Build	Options
Southern	Primary	Nextran Truck Centers	$250,028.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks Electric: Tilt Cab 26,000 lbs. GVWR (DRW) 4x2

Item: 20, Battle Motors, LNT, LNT

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	All Roads Kenworth, LLC.	$428,600.00	Build	Options
	Alternate	Container Systems & Equipment Co., Inc.	$437,500.00	Build	Options
	Alternate	TRUCKMAX, INC.	$536,127.00	Build	Options
Northern	Primary	All Roads Kenworth, LLC.	$426,600.00	Build	Options
	Alternate	Container Systems & Equipment Co., Inc.	$437,500.00	Build	Options
	Alternate	TRUCKMAX, INC.	$536,127.00	Build	Options
Central	Primary	Container Systems & Equipment Co., Inc.	$437,500.00	Build	Options
	Alternate	TRUCKMAX, INC.	$536,127.00	Build	Options
Southern	Primary	All Roads Kenworth, LLC.	$423,600.00	Build	Options
	Alternate	TRUCKMAX, INC.	$536,127.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks Electric: Tilt Cab 26,000 lbs. GVWR (DRW) 4x2

Item: 21, Peterbilt, 220EV, 220

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	$360,338.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	$360,338.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	$360,338.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	$358,082.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

Item: 23, Ford, F-550 Crew Cab, W5G

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$63,456.00	Build	Options
	Alternate	Duval Ford LLC	$64,067.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$63,156.00	Build	Options
	Alternate	Duval Ford LLC	$63,635.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$62,956.00	Build	Options
	Alternate	Duval Ford LLC	$63,941.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$62,956.00	Build	Options
	Alternate	Duval Ford LLC	$64,119.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

Item: 24, Ford, F-550 Super Cab, X5G

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$62,619.00	Build	Options
	Alternate	Duval Ford LLC	$63,686.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$62,319.00	Build	Options
	Alternate	Duval Ford LLC	$63,253.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$62,119.00	Build	Options
	Alternate	Duval Ford LLC	$63,559.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$62,119.00	Build	Options
	Alternate	Duval Ford LLC	$63,737.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

Item: 25, Ford, F-600 Super Cab, F6K

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$64,652.00	Build	Options
	Alternate	Duval Ford LLC	$65,276.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$64,352.00	Build	Options
	Alternate	Duval Ford LLC	$64,844.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$64,152.00	Build	Options
	Alternate	Duval Ford LLC	$65,150.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$64,152.00	Build	Options
	Alternate	Duval Ford LLC	$65,328.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

Item: 26, Ford, F-550 Regular Cab, F5G

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$61,914.00	Build	Options
Northern	Primary	Duval Ford LLC	$61,480.00	Build	Options
Central	Primary	Duval Ford LLC	$61,786.00	Build	Options
Southern	Primary	Duval Ford LLC	$61,965.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

Item: 27, International, CV, 515

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	$69,422.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	$68,392.00	Build	Options
Central	Primary Alternate	Sun State International Trucks Cumberland International Trucks of Florida	$68,263.00 $68,392.00	Build Build	Options Options
Southern	Primary	Rechtien International Trucks	$68,364.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

Item: 28, Kenworth, T180, T180

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary	Kenworth of Jacksonville	$95,559.00	Build	Options
Central	Primary	All Roads Kenworth, LLC.	$95,909.00	Build	Options
Southern	Primary	All Roads Kenworth, LLC.	$95,909.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

Item: 29, Peterbilt, 535, 535

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	$104,352.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	$104,352.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	$104,352.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	$106,067.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

Item: 31, Ford, F-550 Super Cab, X5H

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$65,675.00	Build	Options
	Alternate	Duval Ford LLC	$66,310.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$65,375.00	Build	Options
	Alternate	Duval Ford LLC	$65,878.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$65,175.00	Build	Options
	Alternate	Duval Ford LLC	$66,184.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$65,175.00	Build	Options
	Alternate	Duval Ford LLC	$66,362.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

Item: 32, Ford, F-550 Crew Cab, W5H

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$66,639.00	Build	Options
	Alternate	Duval Ford LLC	$67,285.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$66,339.00	Build	Options
	Alternate	Duval Ford LLC	$66,852.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$66,139.00	Build	Options
	Alternate	Duval Ford LLC	$67,158.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$66,139.00	Build	Options
	Alternate	Duval Ford LLC	$67,336.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

Item: 33, Ford, F-550 Regular Cab, F5H

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$63,966.00	Build	Options
	Alternate	Duval Ford LLC	$64,583.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$63,966.00	Build	Options
	Alternate	Duval Ford LLC	$64,150.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$63,466.00	Build	Options
	Alternate	Duval Ford LLC	$64,456.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$63,466.00	Build	Options
	Alternate	Duval Ford LLC	$64,635.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

Item: 34, Ford, F-600 Regular Cab, F6L

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$67,298.00	Build	Options
	Alternate	Duval Ford LLC	$67,946.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$66,993.00	Build	Options
	Alternate	Duval Ford LLC	$67,514.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$66,793.00	Build	Options
	Alternate	Duval Ford LLC	$67,819.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$66,793.00	Build	Options
	Alternate	Duval Ford LLC	$67,997.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

Item: 35, International, CV, 515

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	$73,130.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	$72,095.00	Build	Options
Central	Primary Alternate	Sun State International Trucks Cumberland International Trucks of Florida	$71,971.00 $72,095.00	Build Build	Options Options
Southern	Primary	Rechtien International Trucks	$72,283.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

Item: 36, Ford, F-650 Regular Cab, F6D

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami BOZARD FORD	$69,110.00 $70,751.00	Build Build	Options Options
Northern	Primary Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami BOZARD FORD	$68,810.00 $70,751.00	Build Build	Options Options
Central	Primary Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami BOZARD FORD	$68,610.00 $70,751.00	Build Build	Options Options
Southern	Primary Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami BOZARD FORD	$68,610.00 $70,751.00	Build Build	Options Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

Item: 37, Freightliner, M2, 106

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary Alternate	SBL Freightliner, LLC Tampa Truck Center	$79,500.00 $81,694.00	Build Build	Options Options
Northern	Primary Alternate	SBL Freightliner, LLC Tampa Truck Center	$79,500.00 $81,694.00	Build Build	Options Options
Central	Primary Alternate	SBL Freightliner, LLC Tampa Truck Center	$79,500.00 $81,694.00	Build Build	Options Options
Southern	Primary Alternate	SBL Freightliner, LLC Tampa Truck Center	$79,500.00 $81,694.00	Build Build	Options Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

Item: 38, Hino, L6, L6

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	TRUCKMAX, INC.	$75,821.00	Build	Options
Northern	Primary Alternate	TRUCKMAX, INC. Nextran Truck Centers	$75,821.00 $80,036.00	Build Build	Options Options
Central	Primary	TRUCKMAX, INC.	$75,821.00	Build	Options
Southern	Primary	TRUCKMAX, INC.	$75,821.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

Item: 39, International, MV, 607

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	$82,432.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	$81,408.00	Build	Options
Central	Primary Alternate	Sun State International Trucks Cumberland International Trucks of Florida	$81,331.00 $81,408.00	Build Build	Options Options
Southern	Primary	Rechtien International Trucks	$81,883.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

Item: 40, Kenworth, T280, T280

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary	Kenworth of Jacksonville	$102,073.00	Build	Options
Central	Primary Alternate	Florida Kenworth, LLC All Roads Kenworth, LLC.	$93,667.00 $97,413.00	Build Build	Options Options
Southern	Primary Alternate	Florida Kenworth, LLC All Roads Kenworth, LLC.	$93,667.00 $97,413.00	Build Build	Options Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

Item: 41, Mack, MD6, MD6

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	$87,179.00	Build	Options
Northern	Primary	Nextran Truck Centers	$87,179.00	Build	Options
Central	Primary	Nextran Truck Centers	$87,179.00	Build	Options
Southern	Primary	Nextran Truck Centers	$87,179.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

Item: 42, Peterbilt, 536, 536

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	$107,305.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	$107,305.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	$107,305.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	$109,703.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

Item: 43, Ford, F-750 Regular Cab, F7D

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami BOZARD FORD	$70,737.00 $72,136.00	Build Build	Options Options
Northern	Primary Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami BOZARD FORD	$70,437.00 $72,136.00	Build Build	Options Options
Central	Primary Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami BOZARD FORD	$70,237.00 $72,136.00	Build Build	Options Options
Southern	Primary Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami BOZARD FORD	$70,237.00 $72,136.00	Build Build	Options Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

Item: 44, Freightliner, M2, 106

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tampa Truck Center	$81,489.00	Build	Options
	Alternate	Orlando Freightliner	$81,514.00	Build	Options
	Alternate	SBL Freightliner, LLC	$81,700.00	Build	Options
Northern	Primary	Orlando Freightliner	$81,229.00	Build	Options
	Alternate	Tampa Truck Center	$81,489.00	Build	Options
	Alternate	SBL Freightliner, LLC	$81,700.00	Build	Options
Central	Primary	Orlando Freightliner	$80,922.00	Build	Options
	Alternate	Tampa Truck Center	$81,489.00	Build	Options
	Alternate	SBL Freightliner, LLC	$81,700.00	Build	Options
Southern	Primary	SBL Freightliner, LLC	$80,600.00	Build	Options
	Alternate	Tampa Truck Center	$81,489.00	Build	Options
	Alternate	Orlando Freightliner	$81,514.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

Item: 45, Hino, L7, L7

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	TRUCKMAX, INC.	$80,327.00	Build	Options
Northern	Primary Alternate	TRUCKMAX, INC. Nextran Truck Centers	$80,327.00 $81,939.00	Build Build	Options Options
Central	Primary	TRUCKMAX, INC.	$80,327.00	Build	Options
Southern	Primary	TRUCKMAX, INC.	$80,327.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

Item: 46, International, MV, 607

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	$83,917.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	$82,893.00	Build	Options
Central	Primary Alternate	Sun State International Trucks Cumberland International Trucks of Florida	$82,816.00 $82,893.00	Build Build	Options Options
Southern	Primary	Rechtien International Trucks	$83,205.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

Item: 47, Kenworth, T380, T380

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary	Kenworth of Jacksonville	$102,925.00	Build	Options
Central	Primary Alternate	Florida Kenworth, LLC All Roads Kenworth, LLC.	$96,463.00 $98,800.00	Build Build	Options Options
Southern	Primary Alternate	Florida Kenworth, LLC All Roads Kenworth, LLC.	$96,463.00 $98,800.00	Build Build	Options Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

Item: 48, Mack, MD7, MD7

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	$92,593.00	Build	Options
Northern	Primary	Nextran Truck Centers	$92,593.00	Build	Options
Central	Primary	Nextran Truck Centers	$92,593.00	Build	Options
Southern	Primary	Nextran Truck Centers	$92,593.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

Item: 49, Peterbilt, 537, 537

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	$111,720.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	$111,720.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	$111,720.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	$115,029.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

Item: 50, Western Star, 47X, 47X

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tampa Truck Center	$114,258.00	Build	Options
Northern	Primary	Tampa Truck Center	$114,258.00	Build	Options
Central	Primary	Tampa Truck Center	$114,258.00	Build	Options
Southern	Primary	Tampa Truck Center	$114,258.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

Item: 51, Freightliner, M2, 112

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Orlando Freightliner	$114,240.00	Build	Options
	Alternate	SBL Freightliner, LLC	$114,800.00	Build	Options
	Alternate	Tampa Truck Center	$115,057.00	Build	Options
Northern	Primary	Orlando Freightliner	$114,240.00	Build	Options
	Alternate	SBL Freightliner, LLC	$114,800.00	Build	Options
	Alternate	Tampa Truck Center	$115,057.00	Build	Options
Central	Primary	Orlando Freightliner	$113,660.00	Build	Options
	Alternate	SBL Freightliner, LLC	$113,800.00	Build	Options
	Alternate	Tampa Truck Center	$115,057.00	Build	Options
Southern	Primary	SBL Freightliner, LLC	$112,800.00	Build	Options
	Alternate	Orlando Freightliner	$114,240.00	Build	Options
	Alternate	Tampa Truck Center	$115,057.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

Item: 52, International, HV, 613

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	$118,746.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	$117,721.00	Build	Options
Central	Primary Alternate	Sun State International Trucks Cumberland International Trucks of Florida	$117,665.00 $117,721.00	Build Build	Options Options
Southern	Primary	Rechtien International Trucks	$118,336.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

Item: 53, International, HX, 62F

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	$133,958.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	$132,946.00	Build	Options
Central	Primary Alternate	Sun State International Trucks Cumberland International Trucks of Florida	$132,819.00 $132,946.00	Build Build	Options Options
Southern	Primary	Rechtien International Trucks	$133,958.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

Item: 54, Kenworth, T880, T880

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary	Kenworth of Jacksonville	$142,390.00	Build	Options
Central	Primary Alternate	Florida Kenworth, LLC All Roads Kenworth, LLC.	$141,784.00 $142,158.00	Build Build	Options Options
Southern	Primary Alternate	Florida Kenworth, LLC All Roads Kenworth, LLC.	$141,784.00 $142,158.00	Build Build	Options Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

Item: 55, Mack, AN or G Series, AN or G Series

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	$136,427.00	Build	Options
Northern	Primary	Nextran Truck Centers	$136,427.00	Build	Options
Central	Primary	Nextran Truck Centers	$136,427.00	Build	Options
Southern	Primary	Nextran Truck Centers	$136,427.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

Item: 56, Peterbilt, 567, 567

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	$161,416.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	$161,416.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	$161,416.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	$163,188.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

Item: 57, Volvo, V Series, V Series

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	$136,489.00	Build	Options
Northern	Primary	Nextran Truck Centers	$136,489.00	Build	Options
Central	Primary	Nextran Truck Centers	$136,489.00	Build	Options
Southern	Primary	Nextran Truck Centers	$136,489.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

Item: 58, Western Star, 47X, 47X

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tampa Truck Center	$132,716.00	Build	Options
	Alternate	Orlando Freightliner	$133,306.00	Build	Options
Northern	Primary	Tampa Truck Center	$132,716.00	Build	Options
	Alternate	Orlando Freightliner	$133,306.00	Build	Options
Central	Primary	Tampa Truck Center	$132,716.00	Build	Options
	Alternate	Orlando Freightliner	$132,736.00	Build	Options
Southern	Primary	Tampa Truck Center	$132,737.00	Build	Options
	Alternate	Orlando Freightliner	$133,306.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

Item: 59, Freightliner, M2, 112

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Orlando Freightliner	$108,265.00	Build	Options
	Alternate	SBL Freightliner, LLC	$108,600.00	Build	Options
	Alternate	Tampa Truck Center	$113,309.00	Build	Options
Northern	Primary	Orlando Freightliner	$108,265.00	Build	Options
	Alternate	SBL Freightliner, LLC	$108,900.00	Build	Options
	Alternate	Tampa Truck Center	$113,309.00	Build	Options
Central	Primary	Orlando Freightliner	$108,265.00	Build	Options
	Alternate	SBL Freightliner, LLC	$108,600.00	Build	Options
	Alternate	Tampa Truck Center	$113,309.00	Build	Options
Southern	Primary	SBL Freightliner, LLC	$106,600.00	Build	Options
	Alternate	Orlando Freightliner	$108,265.00	Build	Options
	Alternate	Tampa Truck Center	$113,309.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

Item: 60, International, HX, 62F

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	$130,924.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	$129,914.00	Build	Options
Central	Primary Alternate	Sun State International Trucks Cumberland International Trucks of Florida	$129,850.00 $129,914.00	Build Build	Options Options
Southern	Primary	Rechtien International Trucks	$130,335.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

Item: 61, International, HV, 613

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	$117,875.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	$116,850.00	Build	Options
Central	Primary Alternate	Sun State International Trucks Cumberland International Trucks of Florida	$116,812.00 $116,850.00	Build Build	Options Options
Southern	Primary	Rechtien International Trucks	$118,380.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

Item: 62, Kenworth, T880, T880

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Truckworx Kenworth	$173,342.00	Build	Options
Northern	Primary	Kenworth of Jacksonville	$146,040.00	Build	Options
Central	Primary Alternate	All Roads Kenworth, LLC. Florida Kenworth, LLC	$136,917.00 $137,927.00	Build Build	Options Options
Southern	Primary Alternate	All Roads Kenworth, LLC. Florida Kenworth, LLC	$136,917.00 $137,927.00	Build Build	Options Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

Item: 63, Mack, AN or G Series, AN or G Series

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	$143,570.00	Build	Options
Northern	Primary	Nextran Truck Centers	$143,570.00	Build	Options
Central	Primary	Nextran Truck Centers	$143,570.00	Build	Options
Southern	Primary	Nextran Truck Centers	$143,570.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

Item: 64, Peterbilt, 5671, 5671

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	$161,015.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	$161,015.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	$161,015.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	$165,308.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

Item: 65, Volvo, V Series, V Series

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	$138,213.00	Build	Options
Northern	Primary	Nextran Truck Centers	$138,213.00	Build	Options
Central	Primary	Nextran Truck Centers	$138,213.00	Build	Options
Southern	Primary	Nextran Truck Centers	$138,213.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

Item: 66, Western Star, 49X, 49X

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Orlando Freightliner	$130,391.00	Build	Options
	Alternate	Tampa Truck Center	$133,340.00	Build	Options
	Alternate	SBL Freightliner, LLC	$144,599.00	Build	Options
Northern	Primary	Orlando Freightliner	$130,391.00	Build	Options
	Alternate	Tampa Truck Center	$133,340.00	Build	Options
	Alternate	SBL Freightliner, LLC	$144,599.00	Build	Options
Central	Primary	Orlando Freightliner	$129,803.00	Build	Options
	Alternate	Tampa Truck Center	$133,340.00	Build	Options
	Alternate	SBL Freightliner, LLC	$144,599.00	Build	Options
Southern	Primary	Orlando Freightliner	$130,391.00	Build	Options
	Alternate	Tampa Truck Center	$133,340.00	Build	Options
	Alternate	SBL Freightliner, LLC	$137,599.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis: Tilt Cab (DRW) 4x2

Item: 67, Battle Motors, LNT, LNT-21

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	All Roads Kenworth, LLC.	$177,207.00	Build	Options
	Alternate	Container Systems & Equipment Co., Inc.	$178,411.00	Build	Options
Northern	Primary	All Roads Kenworth, LLC.	$177,207.00	Build	Options
	Alternate	Container Systems & Equipment Co., Inc.	$178,411.00	Build	Options
Central	Primary	Container Systems & Equipment Co., Inc.	$178,411.00	Build	Options
Southern	Primary	All Roads Kenworth, LLC.	$177,207.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis: Tilt Cab (DRW) 4x2

Item: 68, Isuzu, NPR-HD, N3F1

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	DeLand Truck Center, Inc.	$51,824.00	Build	Options
	Alternate	TRUCKMAX ISUZU	$52,500.00	Build	Options
	Alternate	Nextran Truck Centers	$55,915.00	Build	Options
Northern	Primary	DeLand Truck Center, Inc.	$51,824.00	Build	Options
	Alternate	TRUCKMAX ISUZU	$52,500.00	Build	Options
	Alternate	Nextran Truck Centers	$55,915.00	Build	Options
Central	Primary	DeLand Truck Center, Inc.	$51,824.00	Build	Options
	Alternate	TRUCKMAX ISUZU	$52,500.00	Build	Options
	Alternate	Nextran Truck Centers	$55,915.00	Build	Options
Southern	Primary	DeLand Truck Center, Inc.	$51,824.00	Build	Options
	Alternate	TRUCKMAX ISUZU	$52,500.00	Build	Options
	Alternate	Nextran Truck Centers	$55,915.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis: Tilt Cab (DRW) 4x2

Item: 69, Isuzu, FTR Chassis, MT1/G1

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	DeLand Truck Center, Inc.	$77,591.00	Build	Options
	Alternate	TRUCKMAX ISUZU	$84,000.00	Build	Options
	Alternate	Nextran Truck Centers	$85,944.00	Build	Options
Northern	Primary	DeLand Truck Center, Inc.	$77,591.00	Build	Options
	Alternate	TRUCKMAX ISUZU	$84,000.00	Build	Options
	Alternate	Nextran Truck Centers	$85,944.00	Build	Options
Central	Primary	DeLand Truck Center, Inc.	$77,591.00	Build	Options
	Alternate	TRUCKMAX ISUZU	$84,000.00	Build	Options
	Alternate	Nextran Truck Centers	$85,944.00	Build	Options
Southern	Primary	DeLand Truck Center, Inc.	$77,591.00	Build	Options
	Alternate	TRUCKMAX ISUZU	$84,000.00	Build	Options
	Alternate	Nextran Truck Centers	$85,944.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis: Tilt Cab (DRW) 4x2

Item: 70, Kenworth, K270, K270

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary	Kenworth of Jacksonville	$99,510.00	Build	Options
Central	Primary Alternate	Florida Kenworth, LLC All Roads Kenworth, LLC.	$96,870.00 $99,516.00	Build Build	Options Options
Southern	Primary Alternate	Florida Kenworth, LLC All Roads Kenworth, LLC.	$96,870.00 $99,516.00	Build Build	Options Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis: Tilt Cab (DRW) 4x2

Item: 71, Peterbilt, 2201, 220

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	$119,856.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	$119,856.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	$119,856.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	$122,502.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Mobile Command Unit/Critical Response Unit

Item: 76, Frontline Communications, CRU-22, CRU-22

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ten-8 Fire & Safety, LLC	$341,795.00	Build	Options
Northern	Primary	Ten-8 Fire & Safety, LLC	$341,795.00	Build	Options
Central	Primary	Ten-8 Fire & Safety, LLC	$341,795.00	Build	Options
Southern	Primary	Ten-8 Fire & Safety, LLC	$341,795.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Refuse Truck Electric: 60,000 lbs. GVWR 4x6 (cab and chassis only)

Item: 78, Battle Motors, LET II, LET II

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Container Systems & Equipment Co., Inc.	$435,000.00	Build	Options
	Alternate	All Roads Kenworth, LLC.	$466,590.00	Build	Options
	Alternate	TRUCKMAX, INC.	$537,981.00	Build	Options
Northern	Primary	Container Systems & Equipment Co., Inc.	$435,000.00	Build	Options
	Alternate	All Roads Kenworth, LLC.	$463,590.00	Build	Options
	Alternate	TRUCKMAX, INC.	$537,981.00	Build	Options
Central	Primary	Container Systems & Equipment Co., Inc.	$435,000.00	Build	Options
	Alternate	TRUCKMAX, INC.	$537,981.00	Build	Options
Southern	Primary	All Roads Kenworth, LLC.	$460,590.00	Build	Options
	Alternate	TRUCKMAX, INC.	$537,981.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Refuse Truck Electric: 60,000 lbs. GVWR 4x6 (cab and chassis only)

Item: 80, Mack, Mack LR Electric, Mack LR Electric

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	$489,564.00	Build	Options
Northern	Primary	Nextran Truck Centers	$489,564.00	Build	Options
Central	Primary	Nextran Truck Centers	$489,564.00	Build	Options
Southern	Primary	Nextran Truck Centers	$489,564.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Refuse Truck Electric: 60,000 lbs. GVWR 4x6 (cab and chassis only)

Item: 81, Peterbilt, 520EV, 520EV

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	$513,746.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	$513,746.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	$513,746.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	$509,545.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)

Item: 82, Autocar, ACX64, ACX64

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$204,315.00	Build	Options
	Alternate	Florida Kenworth, LLC	$204,974.00	Build	Options
	Alternate	Nacarato Trucks General Partnership	$206,413.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$202,915.00	Build	Options
	Alternate	Florida Kenworth, LLC	$204,974.00	Build	Options
	Alternate	Nacarato Trucks General Partnership	$206,413.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$200,415.00	Build	Options
	Alternate	Florida Kenworth, LLC	$204,974.00	Build	Options
	Alternate	Nacarato Trucks General Partnership	$206,413.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$199,715.00	Build	Options
	Alternate	Florida Kenworth, LLC	$204,974.00	Build	Options
	Alternate	Nacarato Trucks General Partnership	$206,413.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)

Item: 83, Battle Motors, LET2, LET2-44

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	All Roads Kenworth, LLC.	$212,088.00	Build	Options
	Alternate	Container Systems & Equipment Co., Inc.	$212,700.00	Build	Options
	Alternate	TRUCKMAX, INC.	$293,575.00	Build	Options
Northern	Primary	All Roads Kenworth, LLC.	$212,088.00	Build	Options
	Alternate	Container Systems & Equipment Co., Inc.	$212,700.00	Build	Options
	Alternate	TRUCKMAX, INC.	$293,575.00	Build	Options
Central	Primary	Container Systems & Equipment Co., Inc.	$212,700.00	Build	Options
	Alternate	TRUCKMAX, INC.	$293,575.00	Build	Options
Southern	Primary	All Roads Kenworth, LLC.	$212,088.00	Build	Options
	Alternate	TRUCKMAX, INC.	$293,575.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)

Item: 85, Mack, TE Series, TE Series

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	$185,003.00	Build	Options
Northern	Primary	Nextran Truck Centers	$185,003.00	Build	Options
Central	Primary	Nextran Truck Centers	$185,003.00	Build	Options
Southern	Primary	Nextran Truck Centers	$185,003.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)

Item: 86, Peterbilt, 520, 520

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	$206,815.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	$206,815.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	$206,815.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	$209,896.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Refuse Truck: Compact 9.5 Cubic Yds. Self-Loading Refuse Truck

Item: 87, Broyhill, TD3.6, TD3.6

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Broyhill Equipment LLC	$262,159.00	Build	Options
Northern	Primary	Broyhill Equipment LLC	$262,159.00	Build	Options
Central	Primary	Broyhill Equipment LLC	$262,159.00	Build	Options
Southern	Primary	Broyhill Equipment LLC	$262,159.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Tactical Armored Vehicles

Item: 88, Terradyne, Gurkha MPV, Gurkha MPV

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Terradyne Armored Vehicles Inc.	$220,821.00	Build	Options
Northern	Primary	Terradyne Armored Vehicles Inc.	$221,316.00	Build	Options
Central	Primary	Terradyne Armored Vehicles Inc.	$220,821.00	Build	Options
Southern	Primary	Terradyne Armored Vehicles Inc.	$221,316.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Terminal Tractor

Item: 89, Autocar, ACTT42, ACTT42

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary Alternate	Southern States ToyotaLift SBL Freightliner, LLC	$142,995.00 $151,389.00	Build Build	Options Options
Northern	Primary Alternate	Southern States ToyotaLift SBL Freightliner, LLC	$142,995.00 $151,389.00	Build Build	Options Options
Central	Primary Alternate	Southern States ToyotaLift SBL Freightliner, LLC	$142,995.00 $149,389.00	Build Build	Options Options
Southern	Primary	SBL Freightliner, LLC	$147,389.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Terminal Tractor

Item: 90, Kalmar Ottawa, T2, 71056

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Kenworth of Jacksonville	$139,341.00	Build	Options
	Alternate	Rechtien International Trucks	$146,959.00	Build	Options
Northern	Primary	Kenworth of Jacksonville	$139,240.00	Build	Options
	Alternate	Rechtien International Trucks	$146,959.00	Build	Options
Central	Primary	Kenworth of Jacksonville	$139,442.00	Build	Options
	Alternate	Rechtien International Trucks	$146,959.00	Build	Options
Southern	Primary	Kenworth of Jacksonville	$139,643.00	Build	Options
	Alternate	Rechtien International Trucks	$146,959.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Terminal Tractor

Item: 91, Kalmar Ottawa, T2 4x2 Offroad, 71055

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Kenworth of Jacksonville	$135,551.00	Build	Options
	Alternate	Rechtien International Trucks	$144,950.00	Build	Options
Northern	Primary	Kenworth of Jacksonville	$135,450.00	Build	Options
	Alternate	Rechtien International Trucks	$144,950.00	Build	Options
Central	Primary	Kenworth of Jacksonville	$135,652.00	Build	Options
	Alternate	Rechtien International Trucks	$144,950.00	Build	Options
Southern	Primary	Kenworth of Jacksonville	$135,853.00	Build	Options
	Alternate	Rechtien International Trucks	$144,950.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Terminal Tractor

Item: 92, Tico, Pro-Spotter, Pro-Spotter

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tampa Truck Center	$148,121.00	Build	Options
	Alternate	Nacarato Trucks General Partnership	$149,167.00	Build	Options
Northern	Primary	Tampa Truck Center	$148,121.00	Build	Options
	Alternate	Nacarato Trucks General Partnership	$149,167.00	Build	Options
Central	Primary	Tampa Truck Center	$148,121.00	Build	Options
	Alternate	Nacarato Trucks General Partnership	$149,167.00	Build	Options
Southern	Primary	Tampa Truck Center	$148,121.00	Build	Options
	Alternate	Nacarato Trucks General Partnership	$149,167.00	Build	Options

FSA Cooperative Purchasing Program



FSA23-VEH21.1: Heavy Trucks & Buses Terms & Conditions

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

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1.0 GENERAL CONDITIONS

1.01 BID CORRESPONDENCE

All correspondence regarding this bid should be directed to the Florida Sheriffs Association, "FSA". Please be sure to reference the bid number and title and provide your contact information. Communication for this Invitation to Bid should be identified by contract number and title and directed to:

Florida Sheriffs Association
Attn: Cooperative Purchasing Program Coordinator
2617 Mahan Drive
Tallahassee, FL 32308
E-mail: CPP@flsheriffs.org

1.02 PURPOSE

The Florida Sheriffs Association invites interested Bidders, including manufacturers and dealers or authorized representatives to submit responses in accordance with these solicitation documents. The FSA Cooperative Purchasing Program will conduct the solicitation process and administer the resulting contract. The purpose of this bid is to establish contracts with manufacturers and manufacturer's authorized dealers for contract terms specified under Section 1.03 for the purchase of items on a "no trade-in basis."

1.03 TERM OF CONTRACT

The term for Contracts FSA23-VEL31.0 Pursuit, Administrative and Other Vehicles and FSA23-VEH21.0 Heavy Trucks and Buses shall remain in effect for one year from date of contract execution by the FSA, and may be extended by mutual agreement, at the sole option and discretion of the FSA. The initial term of these contracts begins October 1, 2023, and ends September 30, 2024.

The term for Contract FSA23-EQU21.0 Equipment shall remain in effect for two years from date of contract execution by the FSA, and may be extended by mutual agreement, at the sole option and discretion of the FSA. The initial term of this contract begins October 1, 2023, and ends September 30, 2025.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

1.04 JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue shall lie in the appropriate court in and for Leon County, Florida.

1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, Florida Statutes, exempts the sheriffs' offices from the provisions of the Florida Statute that would otherwise require sealed and competitive bidding procedures.

The Office of the Sheriff is not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Bidders are solely responsible for their own bid preparation costs and nothing in this solicitation in any way obligates the participating sheriffs' offices for any payment for any activity or costs incurred by any Bidder in responding to this solicitation.

1.06 FUNDING

In the case of certain purchasers, including state agencies, funds expended for the purposes of the contract must be appropriated by the Florida Legislature, the individual participating agency or the agency's appropriating authority for each fiscal year included within the contract period. For such agencies, their performances and obligations to pay for products or services under any resulting contract, or purchase order, are contingent upon such an annual appropriation by the Legislature, individual agency or by the appropriating authority. Therefore, any contract or purchase order with such an agency shall automatically terminate without penalty or termination costs in the event of non-appropriation.

1.07 CURRENCY

All transaction amounts, bids, quotes, provisions, payments or any part of this contract relating to currency are to be made in United States Dollars.

1.08 GENERAL DEFINITIONS

The terms used in this contract are defined as the following:

A. Base Specification: Written descriptions of the minimum requirements for each item or item group developed by the FSA CPP for Bidders to bid on. These item requirements may be unique to FSA CPP and require additional components to the manufacturer's standard item.

B. Bid System: The online forum used for the submission of bids and review of bid results for the specifications connected to this Invitation to Bid. VendorLink is the software used for this bid.

C. Bidder: A bidder or enterprise that submits a formal bid to the Florida Sheriffs Association Cooperative Purchasing Program in accordance with the Florida Sheriffs Association Cooperative Purchasing Program Terms and Conditions. A bidder, that is not the manufacturer, must be authorized by the manufacturer to market and sell an item for which they are bidding.

D. Build sheet: A document from the Bidder that confirms that the item submitted by Bidders meets or exceeds the FSA CPP Base Specification. Build sheets include, but are not limited to, the factory options list and door data plate information for vehicles that include details such as engine size and transmission, paint codes, production date, axle code, etc.

E. Dealer: An enterprise authorized by the manufacturer to market, sell, provide, and service the items for the Florida Sheriffs Association Cooperative Purchasing Program. Dealers may be Vendor-owned and controlled, in whole or in part, or independently owned and controlled.

F. End User: A term used to distinguish the person who ultimately uses or is intended to use a product or for whom a product is designed for use.

G. Factory: Refers to the manufacturer produced products.

H. Fleet Advisory Committee (committee): An employee of a sheriff's office or other local governmental agency, or person who FSA CPP identifies as a subject matter expert who assists with the development of bid specifications and evaluation of bid responses. The committee makes recommendations to the FSA CPP and is not responsible for final awards.

I. Florida Sheriffs Association Cooperative Purchasing Program (FSA CPP): The entity that administers the Invitation to Bid and contract administration functions for the resulting contract(s).

J. Invitation to Bid: A competitive solicitation and award process established through the issuance of an invitation to Bidders, vendors, dealers and manufacturers to submit a price offer on a specific product to be provided. This term shall include the Bid Specifications available to Bidders on the Bid System and references to solicitation documents. The term shall not include requests for proposals, requests for quotes, requests for letters of interest, or the solicitation of purchase orders based on oral or written quotations.

K. Manufacturer: The original producer or provider of items offered on this contract.

L. Manufacturer's Suggested Retail Price (MSRP): Manufacturer's Suggested Retail Price (MSRP) represents the Manufacturer's recommended retail selling price, list price, published list price, or other usual and customary price that would be paid by the purchaser. The following are acceptable sources of current MSRPs and MSRP Lists for use in submission of the bid solicitation and the resulting contract:
    a. Manufacturer's Computer Printouts
    b. Chrome Systems, Inc.'s PC Carbook Plus and PC Carbook Fleet Edition
    c. Manufacturer's Annual U.S. Price Book
    d. Manufacturer's official website

M. Non-Scheduled Option: Any optional new or unused component, feature or configuration that is not included or listed in the Base Specifications or options provided by the Vendor.

N. Production Cutoff: A date used by manufacturers to notify vendors and dealers that the manufacturer has reached maximum capacity for orders or are discontinuing the production of an item. Vehicle manufacturers use this term when referring to any given model year for production.

O. Published List Price: A standard "quantity of one" price currently available to government and educational purchasers, excluding cooperative or volume discounts.

P. Purchase Order: A request for order from a purchaser to an awarded Vendor for an item that has been awarded on this contract. Purchase Orders placed using this contract formalize the terms and conditions of this contract under which a Vendor furnishes items to a purchaser.

Q. Purchaser: A purchaser is an entity that seeks to obtain items awarded on this contract by meeting the eligible user criteria.

R. Qualification Packet: This document contains the required forms, attestations, authorizations, and organizational information needed by Bidders to submit a successful and complete bid.

S. Terms & Conditions: This document, which serves as the governing Invitation to Bid and contract for the identified FSA CPP Invitation to Bid and resulting contract(s). Standard regulations, processes, procedures, and compliance requirements are identified herein. Bidders complete a qualification packet during the bid process indicating they agree to comply with the Terms & Conditions, and that this will serve as a contract for both parties, should the Bidder(s) receive award.

T. Third Party Supplier: Businesses external to a Bidder or Vendor that provide products and services which contribute to the overall finished item in this contract. Third Party Suppliers are contractors under the direction and responsibility of the Bidder or Vendor.

U. Vendor: The Bidder(s) that receive award, who agree to provide the contract items that meet the requirements and Base Specifications of the contract. The Vendor must agree to the Terms & Conditions, which will serve as the governing contract. If the Vendor is not the manufacturer, the Vendor must be authorized by the manufacturer to market, sell, provide, and service all awarded items.

V. Vendor Installed: A product or service provided by the Vendor or other third party; not the factory.

1.09 ELIGIBLE PURCHASERS OF CONTRACT

Awarded bid contract prices, will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida. This includes, but is not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, other special districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida. Eligible purchaser also includes all Eligible Users as defined in F.A.C. 60A-1.001(2).

All purchasers are bound by applicable Federal and State law, local ordinances, rules and regulations for purchases made under this contract. Participating agencies cannot guarantee any order other than those ordered by the individual agency.

In addition, awarded bids can be extended and guaranteed to other entities, which can include out-of-state sales, in accordance with Vendors' individual manufacturers' agreements. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturers' agreements and must agree to the Terms & Conditions.

1.10 LEGAL REQUIREMENTS

Federal, State, and local laws, ordinances, rules and regulations, including any applicable motor vehicle dealer laws, that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder of applicable legal requirements will in no way be a cause for relief from responsibility.

Bidders have the option to certify that they are willing to accept purchase orders funded in whole or in part with federal funds. By opting in, Bidders certify that they are willing to comply with the requirements outlined in Appendix D upon receipt of a federally funded purchase order. This is not a requirement of the Invitation to Bid or contract. Bidders are not required to opt-in; however, they are required to indicate whether they will opt-in or opt-out of receiving federally funded purchase orders. FSA CPP has taken actions to provide and develop information, materials, and resources for Bidders, Vendors and purchasers that will assist in the use of federal funding with this

contract. It is the responsibility of the purchaser to determine compliance for each Vendor, if they wish to use federal funds for purchase or intend to request reimbursements using federal funds.

1.11 PATENTS & ROYALTIES

The Bidder/Vendor, without exception, shall indemnify and hold harmless the Florida Sheriffs Association (FSA) and its employees from liability of any nature or kind, including costs and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the FSA or a purchaser.

If the Bidder/Vendor uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or costs in any way arising, directly or indirectly, from the use of such design, device, or materials in any way involved in the work.

1.12 FEDERAL AND STATE STANDARDS

It is the intent of FSA CPP that all specifications herein are in full and complete compliance with all Federal and State of Florida laws, requirements, and regulations applicable to the type and class of commodities and contractual services being provided.

In addition, any applicable Federal or State legal or regulatory requirements that become effective during the term of the Terms & Conditions, regarding the items and services specifications, safety, and environmental requirements shall immediately become a part of the Terms & Conditions. The Vendor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Vendor shall contact the FSA CPP immediately.

1.13 UNDERWRITERS' LABORATORIES

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be Underwriters' Laboratories, or U.L., listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

1.14 AMERICANS WITH DISABILITIES ACT

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, or any accommodation to review any document or participate in any FSA sponsored proceeding, please contact FSA Human Resources at (850) 877-2165 five business days in advance to initiate your request. TTY users may also call the Florida Relay Service at 711.

1.15 REASONABLE ACCOMMODATION

In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation because of a disability at the bid opening must contact the FSA Human Resources at (850) 877-2165.

1.16 DISADVANTAGED BUSINESSES

As part of the solicitation process FSA CPP makes information publicly available to potentially qualified entities, and conducts additional outreach to qualified:

- Small businesses,
- Minority-owned small businesses,
- Women-owned small business enterprises, and
- Disadvantaged business enterprises.

FSA CPP takes necessary affirmative steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used, when possible, as recommended by 2 C.F.R. § 200.321. FSA CPP will:

- Evaluate whether small, minority, and women's businesses are potential sources,
- Place those qualified small and minority businesses and women's business enterprises on solicitation lists, and
- Search the Small Business Administration, Minority Business Development Agency, and Labor Surplus Area reports for additional potential sources.

Bidders self-certify in the qualification packet whether they meet the state and federal definitions of a small business, minority-owned small business, women-owned small business enterprise, and disadvantaged business.

1.17 ANTI-DISCRIMINATION

The Bidder certifies that they are in compliance as applicable by federal or state law with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

1.18 BEST COMMERCIAL PRACTICES

The apparent silence or omission of any description from the specifications shall be regarded as meaning that only the best commercial practices, size, and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be upon the basis of this statement.

1.19 PUBLIC ENTITY CRIMES (PEC)

In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of Management Services following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a vendor, supplier, sub-vendor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.20 TAX EXEMPTION

Purchasers making a purchase pursuant to the awarded bid are generally exempt from Federal Excise and State Sales Tax. It is the responsibility of the Vendor to verify that the purchaser is exempt by obtaining the purchaser's Federal Excise and State Taxes and Use Certificate Number.

The Florida Sheriffs Association is a 501(c)3 organization and is exempt from all Federal Excise and State Taxes. The FSA State Sales Tax and Use Certificate Number is 85-8012646919C-3.

1.21 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT

In the event of conflict, the conflict may be resolved in the following order of priority (highest to lowest):

- Addenda to Contract Terms & Conditions, if issued
- Contract Conditions
- General Conditions
- Addenda to Bid Specifications, if issued
- Bid Specifications
- Bidder Instructions

1.22 COMMUNICATIONS

Communications between a Bidder, lobbyist or consultant and FSA are limited to matters of process or procedure and shall be made in writing to the FSA CPP Staff.

Bidders should not rely on representations, statements, or explanations other than those made in this Invitation to Bid or in any written addendum to this Invitation to Bid, and no oral representations, statements, or explanations shall be deemed to bind the FSA or eligible users.

1.23 CLARIFICATION AND ADDENDA

Any questions or clarifications concerning the Invitation to Bid shall be submitted to FSA CPP by e-mail to CPP@flsheriffs.org with the bid title and number referenced on all correspondence. Final questions must be received by the date for Request for Clarification stated on the Bid Calendar. Questions and answers will be posted to the FSA CPP website on the date indicated on the Bid Calendar. Questions received during the cone of silence date listed on the bid calendar will not be addressed, except as provided herein.

Interpretation of the specifications or any solicitation documents will **not** be made to the Bidder verbally, and if any verbal clarifications are provided, they are without legal effect. FSA CPP will make every attempt to e-mail updates to registered Bidders. However, posting to the FSA CPP website or the Bid System constitutes proper notice of addenda.

The FSA CPP shall issue a Formal Addendum if substantial changes that impact the submission of bids are required. Any such addenda shall be binding on the Bidder and shall become a part of the solicitation document. In the event of conflict with the original specifications, addenda shall govern to the extent specified. Subsequent Formal Addenda shall govern over prior Formal Addenda only to the extent specified. The FSA will not be responsible for any explanation or interpretation made verbally or in writing except those made through the posting of a Formal Addendum.

The bid submission constitutes acknowledgment of addenda to the Bid Specifications. Bids that fail to account for the specification addenda shall be determined to be nonresponsive; however, the FSA CPP may waive this requirement when in its best interest.

After the start of the contract term, FSA CPP will notify all Vendors of any addenda and will require acknowledgement of the new terms and conditions. If the Vendor does not agree to the new terms and conditions, the Vendor's award can be removed or replaced by another Vendor or qualified responsive bidder.

1.24 SIGNED BID CONSIDERED AN OFFER

The signed bid shall be considered an offer on the part of the Bidder, which offer shall be deemed accepted upon approval by the FSA CPP. The bid submission must be signed by an authorized representative. Submission of a bid in the FSA CPP Bid System constitutes a signed bid for purposes of bid evaluation. An electronic signature may be used and shall have the same force and effect as a written signature.

1.25 ASSIGNMENT OF CONTRACT

No right or interest in this contract may be assigned, transferred, conveyed, sublet or otherwise disposed of, without prior written consent of the FSA CPP.

If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor-in-interest must perform all obligations under this contract. FSA CPP reserves the right to reject the acquiring entity as Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

In the event a manufacturer reassigns the product line to an alternate company, the Vendor is required to notify the FSA CPP in writing of the change within 10 business days of the reassignment. If the Vendor is not already an approved FSA CPP Vendor, the alternate company is required to submit a Qualifications Packet to the FSA CPP to become an approved Vendor *prior to* conducting any qualified sales. FSA CPP may approve such assignments of existing or new vendors at its discretion. The Vendor is required to honor the contract pricing and all of the applicable Terms & Conditions throughout the remaining term of the contract.

1.26 TERMINATION OF PRODUCT LINE

If a Vendor terminates a product line (manufacturer or brand), the Vendor is required to notify the FSA CPP within 10 business days of the decision not to retain the product line. FSA CPP may remove the terminated products from the contract.

1.27 DEMONSTRATION OF COMPETENCY

Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to ensure they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated.

The terms "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the FSA CPP.

The FSA CPP may consider any evidence available and may require submission of supporting documentation regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance with the FSA CPP in making the award.

FSA CPP may inspect the Bidder's facility prior to the award of contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods or services described in this Invitation to Bid.

Information submitted in the bid may not be plagiarized and, except in the case of materials quoted from this solicitation or developed by the manufacturer, must be the original work of the individual or company that submits the bid for evaluation.

1.28 VENDOR ABILITY TO PERFORM

The FSA CPP may require Bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the FSA CPP may also require information from the source of supply regarding the quality, packaging and characteristics of the products. Any conflicts between this material information provided by the source of supply and the information contained in the bid submission may render the bid nonresponsive.

During the contract period, FSA CPP may review the Vendor's record of performance and may require submission of supporting documentation to ensure that the Vendor is providing sufficient financial support, equipment and organization.

If the FSA CPP determines that the Vendor no longer possesses the financial support, equipment and organization in order to comply with this section, FSA has the authority to immediately terminate the contract.

By responding to this Invitation to Bid, the Vendor warrants that, to the best of his or her knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Vendor's ability to satisfy the obligations of a resulting contract. The Vendor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statues, or on any similar list maintained by any other state or the federal government. The Vendor shall immediately notify the FSA CPP and purchaser in writing if its ability to perform is compromised in any manner during the term of the contract.

1.29 FINANCIAL RESPONSIBILITY

Bidder affirms by the submission of the bid and by signature on the contract signature form that the Bidder:

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this bid and has adequate facilities and personnel to fulfill such requirements.
- Accepts the financial responsibility associated with this bid and declares that they have the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award.
- Has assessed the financial responsibility required to serve the contract as bid, including such details as the obligations to perform all items bid, zones bid, and quantities that could be ordered, as well as timing of payment from purchasers, which can be 45 calendar days from receipt of invoice.

1.30 QUALITY AND SAFETY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest-grade workmanship that meet or exceed federal safety standards.

Items requiring certification should require certification of options in cases where non-certified options could result in the decertification of the original product or warranty. In all cases where options are not certified, the Vendor must disclose to the end user that the non-certified options are not required to be certified. All options must meet or exceed federal safety standards.

1.31 NONCONFORMANCE

Items may be tested for conformance with specifications. Items delivered that do not conform to specifications may be rejected and returned at the Vendor's expense.

Any violation of these stipulations may also result in:

- Vendor's name being removed from the awarded vendor list.
- FSA and purchasers being advised not to do business with Vendor.

1.32 GRATUITIES

Bidders shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the FSA, for the purpose of influencing consideration of this bid. Bidders shall disclose in writing any conflicts of interest to FSA prior to any award, or as soon as practicable after learning of any such conflict, including any contractual or employment relationships with FSA or potential purchasers of Bidders' products or services.

1.33 TIE BIDS

FSA CPP has the right to award multiple Bidders the primary or alternate award in the event of a tie. In the event the FSA CPP desires to break tie bids, and businesses have qualifying drug-free work programs, the award will be made using the following criteria:

- Bidder within the State of Florida
- Vendors' performance record with purchasers
- Coin Toss

1.34 RIGHT TO AUDIT

Vendor shall establish and maintain a reasonable accounting system that enables FSA CPP to readily identify Vendor's sales. FSA CPP and its authorized representatives shall have the right to audit and to make copies of all related records pertaining to this contract, including all government sales and eligible user information, whether kept by or under the control of the Vendor, including, but not limited to those kept by its employees, agents, assigns, successors, sub-vendors, or third-party suppliers in whatever form they may be kept – written or electronic. Such records shall include, but not be limited to:

- Accounting records, including but not limited to purchase orders, confirmation of orders or invoices, paid vouchers, cancelled checks, deposit slips, ledgers, and bank statements;
- Written policies and procedures;
- Subcontract files (including proposals of successful and unsuccessful Bidders, bid recaps, etc.);
- Original estimates, quotes, or work sheets;
- Contract amendments and change order files;
- Insurance documents; or
- Memoranda or correspondence.

Vendor shall maintain such records during the term of this contract and for a period of three (3) years after the completion of this contract. At the Vendor's expense and upon written notice from FSA CPP, the Vendor shall provide such records for inspection and audit by FSA CPP or its authorized representatives. Such records shall be made available to FSA CPP during normal business hours within three business days of receipt of the written notice. FSA CPP may select the Vendor's place of business or offsite location for the audit. The FSA CPP may also request the Vendor provide requested records via e-mail.

Vendor shall ensure FSA has these rights with Vendor's employees, agents, assigns, successors, and third-party suppliers, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Vendor and any sub-vendors to the extent that those subcontracts or agreements relate to fulfillment of the Vendor's obligations to FSA.

Professional fees, personnel costs and travel costs incurred by FSA under its authority to audit and not addressed elsewhere will be the responsibility of the FSA. However, if the audit identifies underreporting, overpricing or overcharges (of any nature) by the Vendor to FSA or a purchaser in excess of three percent (3%) of the total contract billings, the Vendor shall reimburse FSA for the total costs of the audit not to exceed $5,000. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, FSA may recoup all the costs of the audit work from the Vendor.

Any adjustments or payments that must be made as a result of any such audit or inspection of the Vendor's invoices or records shall be made within a reasonable amount of time (not to exceed 60 calendar days) from presentation of FSA's findings to Vendor.

FSA has the right to assess damages or seek reimbursements or refunds based on audit results.

1.35 LICENSES AND PERMITS

The Bidder shall obtain and pay for all licenses, permits and inspection fees for this bid submission and any resulting contract. Where Vendors are required to enter or go onto FSA or purchaser property to deliver materials or perform work or services as a result of a bid award, the Vendor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance.

The Bidder must, by the time of award, be registered to do business in the State of Florida on SunBiz.gov.

1.36 PERFORMANCE BONDS

Purchasers may request a performance bond from a Vendor. Performance bonds are recommended with pre-payment and will be at the expense of the requesting agency. Purchasers should determine the best practice in comparing performance bond expense against any prior discounts that may be available.

1.37 ELIMINATION FROM CONSIDERATION

This Invitation to Bid shall not be awarded to any person or Bidder who has outstanding debts to the FSA, whether in relation to current or previous bid awards or for other business purposes.

1.38 INDEPENDENT PREPARATION

A Bidder shall not, directly or indirectly, collude, consult, communicate or agree with any other Bidder as to any matter related to the bid each is submitting. Additionally, a Bidder shall not induce any other Bidder to modify, withdraw, submit, or not submit a bid.

Bidders or Vendors who are found to have engaged in these acts will be considered nonresponsive and will be suspended or barred from bid participation. Any contract award resulting from these acts may be terminated for

default. Further, any such acts detected by the FSA may be reported to relevant law enforcement and/or prosecutorial agencies.

Bidders may submit multiple bids without violating this provision if the bid submitted is not from the same manufacturer and product line. Dealers that share the same ownership may submit multiple bids without violating this provision if the Bidders are not in the same region featuring the same manufacturer and product line.

1.39 DEFAULT

In case of default on the part of Vendor, the FSA CPP may take necessary steps to otherwise procure the products sought, including but not limited to procuring the products or services from the next highest ranked Bidder or from other sources. A defaulting Vendor may be held liable for costs incurred by the FSA in procuring replacement products.

1.40 PROTESTS AND ARBITRATION

Any person who is adversely affected by the decision or intended decision to award shall file a "Notice of Protest" in writing to the FSA CPP within three (3) business days after the posting of the Intent to Award and shall file a formal written protest within five (5) business days after filing the Notice of Protest. Failure to file both a notice of protest and a formal written protest within the above referenced timelines shall constitute a waiver of proceedings.

The burden is on the party protesting the award of the bid to establish grounds for invalidating the award(s). The formal written protest must state with particularity the facts and law upon which the protest is based. Options are for informational purposes only and will not serve as a basis for protest. Failure to do so will result in a denial of protest. Formal written protest which states with particularity the facts and law upon which the protest is based will be reviewed by FSA legal counsel for legal soundness and validity, and corrective action will be taken as needed contingent upon the validity of such claims. However, any additional time required and cost incurred by the FSA to substantiate a protesting party's claim(s) beyond the normal scope of its legal review due to the vague or inconclusive nature of the protesting party's filing will be reimbursable to the FSA and deducted from the protesting party's bond or security which must accompany their filing.

Any Bidder who files an action protesting a decision or intended decision pertaining to this contract shall post a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the item being protested. The bond, cashier's check or money order must be filed at the time of filing the formal written protest or within the five (5) business day period allowed for filing the formal written protest. FSA CPP will provide the amount required within two (2) business days of the notice of protest received. This bond or security will be conditioned upon the payment of all costs which may be adjudged against the protesting party in a court of law and/or to reimburse the FSA for additional legal expenses incurred and required to substantiate the protesting party's claim(s). Failure to post the bond or security requirement within the time allowed for filing will result in a denial of protest. The filing of the protest shall not stay the implementation of the bid award by the Florida Sheriffs Association.

Should the unsuccessful Bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA CPP within three (3) business days of the FSA bid protest decision regarding their intent to request arbitration. A demand for arbitration with the American Arbitration Association's (AAA) commercial panel under its rules and regulations must be made within ten (10) business days of the FSA bid protest decision. Any person who files for an arbitration with the AAA shall post with the Florida Sheriffs Association at the time of filing the formal written arbitration request, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the

amount equal to ten percent of the product line being protested. This amount will be the same amount as the FSA CPP provided at the time of filing the initial protest. Failure to provide written notice to FSA CPP, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute a waiver of arbitration proceedings. By responding to this procurement, the Bidder expressly agrees to the use of mandatory binding arbitration to resolve any appeals of the decision of the FSA, and any claims arising from or in any way relating to the procurement process, and expressly waives any and all rights that it may otherwise have to pursue such claims in any other forum, judicial or otherwise.

If the party filing for arbitration does not prevail, it shall pay all costs, legal expenses and attorney fees of the prevailing party incurred in connection with the arbitration. However, if the filing party prevails, the parties shall share equally the fees and expenses of the arbitration and AAA and each shall bear the cost of their own attorney fees. The filing for arbitration shall not stay the implementation of the bid award by the Florida Sheriffs Association.

1.41 NONPERFORMANCE

By virtue of the bid submission, Bidder acknowledges its obligation to sell items in all zones for which it is awarded. Upon award, failure of the Vendor to comply with these requirements may result in the imposition of liquidated damages of up to $1,000 per item, which amount the Vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA CPP's discretion.

The Vendor shall at all times during the contract term remain responsive and responsible. In determining Vendor's responsibility, the FSA CPP shall consider all information or evidence that demonstrates the Vendor's ability or willingness to fully satisfy the requirements of the Terms & Conditions.

Vendors that are not in compliance with any of the provisions of this contract can be assessed liquidated damages, suspended or terminated from the contract. The FSA CPP at its sole discretion may remove a noncompliant Vendor from future competitive bid solicitations; or take other actions including suspension from the contract until compliance issues are resolved, limit current or future vendor participation by items or zones, or other actions as determined by FSA CPP at its sole discretion.

At FSA CPP's discretion, Vendors may be required to develop corrective action plans to address contract compliance. Failure to abide by corrective action plans will result termination from the existing contract and future competitive bid solicitations at the discretion of the FSA CPP.

In situations where there is evidence that the Vendor has engaged in egregious breaches of the contract with respect to either the FSA CPP and/or the purchaser, the contract can be terminated and the Vendor will be removed from future solicitations for a period of up to three (3) years, or a permanent ban from the bid process at the sole discretion of FSA CPP.

Specific conditions for termination include, but are not limited to; failure to perform, refusal to accept orders during the contract period while manufacturer orders are still being accepted for current model year or the new year if the vehicle is price protected by the factory, charging amounts exceeding MSRP on factory or Vendor installed items and packages, requiring the purchase of additional options over and above the base vehicle as a condition of acceptance of order, providing aftermarket options where factory options are available without the consent of the purchaser, any misrepresentation of optional equipment or service as being factory that fails to meet the definition as described in this document, and any other practice deemed to be inconsistent with the intent of the contract.

Any Vendor presented with a valid Purchase Order consistent with Vendor bid quotes or other agreed upon terms and pricing is required by this contract to accept such purchase order and deliver the product. Purchase Orders must be fulfilled whether or not the Purchase Order includes options. The Vendor must deliver this product in accordance with the Terms & Conditions – regardless of whether doing so will provide the Vendor with a profit or loss.

Failure to deliver the item may result in the purchaser seeking damages for the difference of cost to issue a new Purchase Order with another Vendor plus any legal fees and damages that may be incurred in the process to facilitate a completed order. Additionally, FSA CPP may seek damages for nonpayment of administrative fees, to which FSA CPP is entitled, according to Section 3.28, and any attorney's fees incurred in the recovery of these damages.

1.42 SEVERABILITY

In the event any provision of this contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the contract, which shall remain in full force and effect and enforceable in accordance with its terms.

1.43 TERMINATION FOR CAUSE

If through any cause within the reasonable control of the Vendor, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this contract, the FSA CPP shall have the right to terminate the services remaining to be performed. Written notice of the deficiencies shall be given to the Vendor and unless the deficiencies are corrected within 10 business days, the contract may be terminated for cause immediately. The right to exercise the option to terminate for cause shall be in the sole discretion of the FSA CPP, and the failure to exercise such right shall not be deemed to constitute a waiver of this right.

In the event of a termination for cause, the purchaser shall compensate the successful Bidder in accordance with the contract for all services performed by the successful Bidder prior to termination, net of any costs incurred by the purchaser and FSA as a consequence of the default.

Notwithstanding the above, the Vendor shall not be relieved of liability to the FSA for damages sustained by the FSA by virtue of any breach of the contract by the Vendor, and the FSA CPP may reasonably withhold payments to the Vendor for the purposes of offset until such time as the exact amount of damages due the FSA from the Vendor is determined.

1.44 TERMINATION WITHOUT CAUSE

The FSA CPP can terminate the contract in whole or part without cause by giving written notice to the Vendor of such termination, which shall become effective 30 calendar days following receipt by Vendor of such notice.

In the event of a termination without cause, all finished or unfinished documents and other materials shall be properly delivered to the FSA CPP.

The Vendor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The Vendor shall not be entitled to recover any lost profits that the Vendor expected to earn on the balance of the contract or cancellation charges.

Any payments to the Vendor shall be only to the total extent of the purchaser liability for goods or services delivered prior to the date of notice to terminate the contract.

1.45 CONTRACT ADVERTISEMENT AND USE OF FSA LOGO

The FSA logo is an official logo of the Florida Sheriffs Association designed to promote the program. The logo may be used by Vendors in accordance with this policy. Use of the logo is limited to the original version received from the FSA. Modifications are not permitted.

Methods of use include, but are not limited to:

- Electronic mediums such as websites, digital marketing campaigns, social media and e-mail; or
- Print media such as forms, marketing campaigns, business cards, posters, banners, brochures, flyers and postcards.

Vendors may request use of the logo by contacting cpp@flsheriffs.org, and should include a brief description of how the Vendor intends to use the logo. The official FSA sheriff's star and wreath logo may not be used without prior written permission.

2.0 BIDDER INSTRUCTIONS

2.01 QUALIFICATION

Bidders are required to complete the qualification packet as part of the bid submission. A Bidder becomes a qualified bidder if they comply with this section and Section 2.11, Mandatory Pre-Bid Meeting.

Qualification Packet information required for bid qualification include:

- Qualification form
    - Contact Information
    - Business Profile
    - References
    - Disqualifications & Defaults
    - Warranty Service Plan Attestation
    - Emergency Technician Attestation
- Compliance Attestations
    - E-Verify
    - Drug-Free Workplace
    - Workers Compensation
    - Compliance with Applicable Federal, State, and Local Laws and Ordinances
- Federal Compliance
- If willing to comply with the requirements applicable to federally funded purchase orders, Federal Compliance Certifications
    - Certification Regarding Debarment and Suspension
    - Certification Regarding Lobbying
- Contract Signature Form
- Insurance Checklist
    - Certificates of Insurance due five days prior to award

The qualification packet is located on the Bid System.

2.02 LICENSING AND FACILITIES

Bidders are required to obtain all required licenses, including any applicable motor vehicle dealer licenses, and registrations, and comply with all applicable Federal, State, and local laws and ordinances, including any applicable motor vehicle dealer laws, in order to bid on any motor vehicle.

Bidders must maintain a repair facility within the State of Florida to provide warranty service for the items bid. If Bidders do not have a facility, the Bidder must be able to assist purchasers in obtaining warranty work as authorized by the manufacturer.

If a Bidder does not maintain a facility within the State of Florida, the Bidder must have a plan as to how the Bidder would service Florida purchasers if awarded the contract. This warranty service plan must demonstrate that the warranty work will be timely and satisfactorily performed and should include:

- Whether the warranty service provider is approved by the manufacturer;
- If the Bidder plans to contract out for service, a copy of the service agreement; and
- Zone specific service plans to include:
    - Response time to initial call from purchaser,

- Number of personnel available to service the contract,
- Qualifications of personnel providing warranty work, and
- Any additional information that would detail how warranty service would be provided.

The sufficiency of the Warranty Service Plan may be evaluated by the FSA CPP. The FSA CPP reserves the right to request additional information from a Bidder regarding the facility during the solicitation and the term of the contract, if awarded. The FSA CPP may also exercise discretion in examining such facility as deemed necessary.

2.03 INSURANCE AND INDEMNIFICATION

Bidder/Vendor shall be fully liable for the actions of its agents, employees, partners, or third party suppliers and shall fully indemnify, defend, and hold harmless the Florida Sheriffs Association, the participating agencies, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including legal counsels' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Bidder/Vendor, its agents, employees, partners, or third party suppliers; provided, however, that the Bidder/Vendor shall not indemnify for that portion of any loss or damages resulting directly from the negligent acts or omissions of the Florida Sheriffs Association and participating agencies or proximately caused by intentional wrongful acts or omissions of the Florida Sheriffs Association and participating agencies.

The Florida Sheriffs Association and/or participating agencies shall give the Bidder/Vendor (2) the opportunity to take over and settle or defend any such action at Bidder's/Vendor's sole expense. When reasonable, the Florida Sheriffs Association will give the Bidder/Vendor written notice of an action or threatened action. Bidder/Vendor shall not be liable for any unreasonable cost, expense or compromise incurred by the Florida Sheriffs Association, or participating agencies, in any legal action without Bidder's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

The Insurance Checklist summarizes the Bidder's/Vendor's insurance coverage obligations, if awarded. Certificates of Insurance, evidencing such coverages and endorsements as required herein, shall be provided no later than five (5) business days prior to the contract award date. The Vendor may not begin performance under the contract until such Certificates have been approved by the FSA CPP.

The certificate must state Bid Number and Title. FSA must be named as an additional insured for the duration of the contract.

The Vendor shall maintain comprehensive general liability insurance and general aggregate insurance in the amount and coverage levels specified on the Insurance Checklist.

The Vendor shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the Vendor is acting as an independent contractor. The Vendor shall be responsible for the work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular contract. The Vendor at all times during the full duration of work under this contract, including extra work in connection with this contract, shall meet the requirements of this section.

The Vendor shall maintain automobile liability insurance including property damage covering all owned, non-owned, hired and scheduled automobiles, when used in connection with the delivery or service of this contract.

The Vendor shall maintain insurance to cover garage operations in the amount specified on the Insurance Checklist when the garage is used to complete work on this contract.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of B+ or better per the AM Best Rating.

FSA CPP required insurance coverages must be maintained through the duration of the contract. Upon expiration of the required insurance, the Vendor must email updated certificates of insurance for as long a period as any work is still in progress. No change or cancellation in insurance shall be made without 30 calendar days written notice to the FSA CPP.

It is understood and agreed that all policies of insurance provided by the Vendor are primary coverage to any insurance or self-insurance the FSA possesses that may apply to a loss resulting from the work performed in this contract. All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

> *The Vendor hereby agrees to indemnify and hold harmless the FSA, a 501(c)3, its officers, agents, and employees from all claims for bodily injuries to the public and for all damages to the property per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the Vendor, his agents, servants, or employees, or through the mere existence of the project under contract.*

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the FSA, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The Vendor will notify the insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The Vendor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the FSA under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The Vendor will secure and maintain policies of third-party suppliers. All policies shall be made available to the FSA upon demand. Compliance by the Vendor and all third-party suppliers with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the Vendor and all third-party suppliers of their liabilities and obligations under any section or provisions of this contract. Vendor shall be as fully responsible to the FSA for the acts and omissions of the third-party suppliers and of persons employed by them as they are for acts and omissions of persons directly employed by the Vendor.

The FSA can request, and the Vendor shall furnish proof of insurance within seven (7) calendar days of receipt of the written request from FSA. Should the Vendor fail to provide acceptable evidence of current insurance during the contract term, the FSA CPP shall have the right to consider the contract breached and justifying the

termination thereof. If Bidder does not meet the insurance requirements; the FSA may consider alternate insurance coverage.

2.04 SPECIFICATIONS

All items covered by this Invitation to Bid and any resulting contract, and the specifications shall be the manufacturer's current basic production model, and shall, as a minimum, be equipped with all standard factory equipment in accordance with the manufacturer's latest literature unless otherwise noted in the Bid System or FSA CPP item group specification.

The Base Item Specifications are contained in the FSA CPP Bid System, may be requested from FSA CPP, and are retained within FSA CPP's archive. As part of the bid submission, Bidders will be required to provide confirmation that the item bid meets the FSA CPP Base Specification. FSA CPP may reject bids that fail to provide confirmation that the item(s) bid meet the FSA CPP Bid Specifications.

FSA CPP develops the specifications with subject matter experts and publicly available information. However, FSA CPP does not have access to full details from the manufacturer and relies on Bidders to assist in this process. Bidders should immediately notify the FSA CPP of any inaccuracies in the specifications. All notifications of inaccuracies must be in writing.

If awarded a contract, Vendor(s) must offer and supply an item that either meets or exceeds all the requirements included in the applicable Bid Specifications, unless a purchaser specifically issues a Purchase Order for a base item and Option that differs from the Base Specifications. Failure of a Bidder to comply with these provisions will result in Bidders being held responsible for all costs required to bring the item into compliance with the contract specifications.

2.05 SEALED BIDS

For purposes of this solicitation, a sealed bid is considered a bid submitted using the FSA CPP Bid System.

2.06 MISTAKES

Bidders are expected to examine the Base Item specifications, delivery schedules, bid prices and all information pertaining to servicing this contract before submitting a bid. Failure to do so will be at the Bidder's risk.

2.07 EXCEPTIONS

Any requested exceptions, deviations, or contingencies a Bidder may have to the Terms & Conditions must be documented in Bidder's submission. Exceptions to the Base Specifications at the time of the bid submission shall reference the item number, make and model. FSA CPP has the discretion to grant or deny, in whole or in part, the Bidder's requested exception, deviation or contingency to the specifications or Terms &Conditions. Bidder acknowledges that the bid may be disqualified if FSA CPP rejects the proposed exceptions.

2.08 EQUIVALENTS

Prior to the opening of the Bid System, Bidders may request item equivalents. The Bidder must submit the manufacturer name and model number (or product identifier) of each equivalent requested to FSA CPP. Complete,

descriptive, technical literature should demonstrate that the equivalent conforms with specification. If a bid uses equivalents without prior approval, the bid may be disqualified.

2.09 MANDATORY PRE-BID MEETING

Prospective Bidders are required to attend or participate in the **mandatory** Pre-Bid Meeting. The Pre-Bid Meeting is designed for vendors, the Fleet Advisory Committee and the FSA CPP to clarify questions on the Terms & Conditions and to confirm all Base Item specifications. Questions relating to the items, specifications, the bid process, or award can be asked at the Pre-Bid Meeting. Bidders have the opportunity to suggest technical modifications or corrections before the Base Item specifications are finalized.

FSA CPP reserves the right to grant attendance exceptions to the mandatory meeting if the Bidder has requested authorization, agrees in writing to meet all the Terms & Conditions without exception and further waives their right to protest the bid process in its entirety or any portion thereof.

2.10 PRICES QUOTED – HEAVY TRUCKS AND BUSES AND EQUIPMENT INVITATIONS TO BID

Items and options should reflect the most complete price and be below MSRP and at a minimum should cover the cost of the item or option bid.

Prices quoted in the bid submission should reflect the final amount the Bidder can expect to receive for payment for the items bid for the duration of the contract, unless otherwise provided in the contract. Prices submitted as indicated in the sealed bid are final. Bidders acknowledge that prices quoted will be valid for a period of sixty (60) calendar days from the date of bid opening.

Each item, make, and model must be priced and bid separately. Prices must be inclusive of all the components included in the Base Specification.

Prices bid must include the administrative fee FSA CPP charges to administer the contract, as outlined in these Terms & Conditions. The administrative fee is three quarters of one percent (.0075).

Prices bid must be at least cost, be Free On Board (FOB) destination, and must include delivery to the purchaser.

Upon award, the Vendor has the authority to offer additional discounts based on prompt payment, quantity, as well as additional manufacturer or vendor discounts.

2.11 PRICES QUOTED – PURSUIT, ADMINISTRATIVE AND OTHER VEHICLES INVITATION TO BID

Due to the changing market conditions, the FSA CPP has temporarily moved to a percent above cost, or "cost-plus", model for the Pursuit, Administrative and Other Vehicles Contract. The cost-plus model allows for Vendors to sell items immediately when order windows open up for next year's model, when the manufacturer changes price during the contract term, or when new items come to market.

Bidders shall provide a Bid Price and a Percent for each item bid. The Bid Price will be used to evaluate the lowest, responsive and responsible Bidder for each item and zone. The Percent will be used under an awarded contract to determine the cost-plus pricing for new year's models, when the manufacturer changes price during the contract

term, or when new items come to market. The FSA CPP will use the percent feature of the Bid System as the field to capture the percent above cost that the Vendor can expect to receive from the purchaser for the purchase of an awarded item.

The FSA CPP has the discretion to disqualify Bidders if the proposed Percent is excessive. In order to determine if Percent is excessive, FSA will compare the Percents proposed by Bidders for each item in each zone.

Prices and Percents bid for items and options should reflect the most complete item price, be below MSRP, and at a minimum should at least cover the cost of the item or option bid.

Prices and Percents bid must be at least "Item Cost", be Free On Board (FOB) destination, and must include delivery to the purchaser.

As used in this provision, “Item Cost” is defined as the factory invoice price for the item, the Original Equipment Manufacturer (OEM) destination and delivery to dealer, and the FSA Administrative fee, minus the OEM government pricing concessions specific to this bid, all manufacturer incentives, discounts, rebates, concessions and holdbacks.

As used in this provision, “Total Cost” is defined as the Item Cost, plus costs of dealer’s floorplan estimated operational expense, and costs of dealer for preparation, cleaning, and assembling, gas, and delivery to zone.

As used in this provision, “Bid Price” is defined as the Total Cost and profit.

As used in this provision, “Percent” is defined as the markup over Item Cost.

Bid Prices will be used as the initial publish pricing for awarded items. As windows open up for next year’s model, the manufacturer changes price during the contract term, or as new items come to market, FSA CPP will work with Vendors to update the published pricing for such items based on the awarded Percent, within a reasonable period of time. Vendors may accept Purchase Orders for such items in accordance with these Terms & Conditions before submitting updated published pricing to FSA CPP.

2.12 PURSUIT, ADMINISTRATIVE, AND OTHER VEHICLES CONTRACT COST-PLUS-PERCENT PRICING

Due to the changing market conditions, the FSA CPP has temporarily moved to a percent above cost, or “cost-plus”, model for the Pursuit, Administrative and Other Vehicles Contract. The cost-plus model allows for Vendors to sell items immediately when order windows open up for next year’s model, when the manufacturer changes price during the contract term, or when new items come to market.

The Bid System provides each Vendors’ percent above cost at which the Vendor will sell such items. The Percent provided in the Bid System does not provide a percent discount for items bid.

If Vendor fulfills a Purchase Order at other than published pricing, at purchasers’ request, Vendor must provide documentation substantiating the Item Cost, as defined in section 2.11.

2.13 OPTION PRICING – EQUIPMENT INVITATION TO BID

The Bidder shall offer discount below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any factory options included in the bid submission and quotes to purchasers, if awarded. FSA CPP requests Vendors include most frequently purchased scheduled, factory and aftermarket options in the bid.

Options are intended to add or delete equipment or features from the Base Specification. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base vehicle or equipment. Options may only provide a downgrade to a manufacturer's model when specifically requested in a Purchase Order issued in accordance with the Terms & Conditions by a purchaser. Bidders shall NOT use options to create equipment that is entirely different than the FSA CPP Base Specification or are available as another specification bid on this Invitation to Bid.

Bidder must use proper factory codes for all factory options. Options available through the factory may be bid and supplied to purchaser as "factory" options, unless otherwise requested in writing by the purchaser.

The FSA CPP has the discretion to disqualify Bidders if the option pricing is excessive or if options listed are not available for the item bid. In order to determine if pricing is excessive, Bidders agree to provide documentation to FSA CPP to verify cost at any time during the solicitation process or during the contract term. This information is for comparison purposes only when determining if pricing is excessive and will not be published.

Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately within the bid. For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet upload in the Bid System. Section 2.15 contains specific instructions and exceptions for Emergency Lights and Sirens.

If a Bidder will offer registration and title services as a fee for service, the Bidder must include the administrative fee as a separate option (i.e., line item) for each item bid. *See* Section 3.21 for additional details. Government imposed fees should not be included in this option pricing.

No other additional charges or fees are admissible.

If options are not available as a stand-alone option, the Bidder must indicate in their bid submission any option requiring the purchase of other options, and also indicate options that are a part or dependent of another option. Factory package options are allowable under this contract. Factory package options must be included in the options within the bid document and detailed specifically as to what components the package includes.

When calculating the price for a manufacturer's option requested in this bid that is not listed as an option in the manufacturer's order guide (i.e., model or engine upgrade), the Bidder must calculate the option price as the net difference between vendor cost on the representative base vehicle and the total MSRP of the requested option modifying the vehicle. A Bidder may bid less than this price, but at no time charge more than the calculation provided here.

The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the written Base Specification will be determined nonresponsive and the bid will be rejected in whole or part by the FSA CPP.

Example: Bidder CANNOT include option upgrades that result in the selling of a vehicle or truck on one specification that is offered as a separate specification in

the Invitation to Bid. For example, a Vendor who is awarded the bid for 25,500 lb. GVWR Cab & Chassis cannot upgrade this item through an add option to a 30,000 lb. GVWR Cab & Chassis in order to circumvent the bid award winner for the 30,000 lb. GVWR Cab & Chassis.

Purchasers are encouraged to negotiate option pricing with Vendors. Discounts can be provided beyond option prices listed in the contract. The additional discounts for each add option shall be decided by the Vendor.

The options will correspond to the specification or item number. Multiple options may be listed for each specification or item number bid. Therefore, Bidders that do not indicate the correct item number with the option information bid will not have options displayed for the item bid. If option pricing is not uploaded correctly, FSA CPP may require Bidders to correct the formatting of the options, but pricing may not be modified. Failure of the Bidder to make corrections may cause the bid to be rejected.

If the Bidder wishes to offer credit to the purchaser for an option that is standard on the FSA CPP Base Specification, the Bidder should include the word "Credit" at the beginning of the description and continue to describe the option being credited. For example, "Credit: one key fob" that corresponds with the price the Bidder will credit the purchaser.

Loose Equipment can be bid as an option and made available to purchasers for items originally purchased from this contract. For purposes of this provision, "Loose Equipment" is any item of equipment that attaches to the heavy equipment item(s) included in the awarded bid, such as different sized blades. Loose Equipment does not include accessories, such as additional keys.

2.14 OPTION PRICING – HEAVY TRUCKS AND BUSES AND PURSUIT, ADMINISTRATIVE AND OTHER VEHICLES INVITATIONS TO BID

FSA CPP requests Bidders include most frequently purchased options in the Bid System. Option pricing must include the administrative fee. Bidders must provide a price for each option in addition to a percent below MSRP for factory-installed options or a percent above cost for other options.

The FSA CPP has the discretion to disqualify Bidders if the option pricing is excessive. In order to determine if pricing is excessive, Bidders agree to provide documentation to FSA CPP to verify cost at any time during the solicitation process or during the contract term. This information is for comparison purposes and will not be published.

Options are intended to add or delete equipment or features from the Base Specification. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base vehicle or equipment. Options may only provide a downgrade to a manufacturer's model when specifically requested in a Purchase Order issued in accordance with the Terms & Conditions by a purchaser. Bidders shall NOT use options to create an item that is available as another item bid on this Invitation to Bid. The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the Base Specification will be determined nonresponsive and the bid will be rejected in whole or part by the FSA CPP. Bidders must disclose which options require the purchase of other options or are dependent on another option in their bid submission. Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately.

Bidder must use proper manufacturer codes for factory options. Options available through the factory should be bid and supplied to purchaser as factory options, unless otherwise requested in writing by the purchaser. Factory

package options are permitted under this contract. Factory package options included in the bid submission must detail what components the package includes.

If a Bidder will offer registration and title services as a fee for service, government-imposed fees should be listed at the exact cost and shall not include the FSA administrative fee.

If the Bidder wishes to offer credit to the purchaser for an option that is standard on the FSA CPP Base Specification, the Bidder should include the word "Credit" at the beginning of the description field and continue to describe the option being credited. For example, "Credit: one key fob" and enter the price the Bidder will credit the purchaser.

For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet and option upload in the Bid System. Section 2.15 contains specific instructions and exceptions for Emergency Lights and Sirens.

2.15 EMERGENCY LIGHTS AND SIRENS

Under Florida Statute 316.003(1), authorized emergency vehicles are defined as:

> Vehicles of the fire department (fire patrol), police vehicles, and such ambulances and emergency vehicles of municipal departments, public service corporations operated by private corporations, the Fish and Wildlife Conservation Commission, the Department of Environmental Protection, the Department of Health, the Department of Transportation, and the Department of Corrections as are designated or authorized by their respective departments or the chief of police of an incorporated city or any sheriff of any of the various counties.

Bidders that will provide or contract to provide emergency light and siren installation must only use installers that possess a current Emergency Vehicle Technician Certification, or an approved equivalent. FSA CPP may request certificates for a Vendor's installers at any time during the contract term. Labor may be charged for the installation of emergency lights and sirens. Labor rates must be disclosed as part of the bid submission. Bidders may not charge for labor for vehicles that are manufactured with emergency lights and sirens, including motorcycles. Prices submitted for emergency lights and sirens shall include all applicable government-imposed fees.

Bidders that install emergency lights and sirens are required to provide and install products that are Society of Automotive Engineers (SAE) certified. SAE Certifications must include Class 1, Class 2 and Class 3 in order to be eligible for participation in the contract. If a lighting or siren product installed on an emergency vehicle is not SAE Certified, the Vendor can be found in default of the contract.

<u>Bid Submission of Emergency Lights and Sirens</u>
If offering emergency lights and sirens, Bidders will be asked to provide pricing by submitting a pricing sheet. An emergency vehicle lights and siren option pricing template is offered in the Bid System. Bidders are encouraged, but not required to use the template. If item or specification group is helpful to display light and siren options, Bidders may categorize the pricing sheet by item group.

Items listed below are required for the submission of the pricing sheet:

- Order code
- Description
- Price (part only)

- Estimated labor hours
- Labor cost per hour

2.16 BID SUBMISSION

Bidders must submit a bid electronically using the Bid System. Bid submissions include a price for each item and option bid in accordance with Section 2.10, 2.11, 2.13, 2.14, and 2.15. Each Bidder must submit a qualifications package for each bid. The bid must be received by the date and time specified on the Bid Calendar in Appendix B. Failure to meet all submission requirements by the date indicated on the Bid Calendar will result in rejection of the bid.

Bid System: VendorLink
The Bid System is located at https://www.myvendorlink.com. Bidders are encouraged to participate in training provided. Usernames and passwords will be issued to Bidders after registering in the Bid System. Contact VendorLink at support@evendorlink.com if technical issues arise during bid submission.

Prices are to be rounded to the nearest whole dollar. If a Bidder submits bid pricing using cents, the following formula will be applied to round the bid pricing to the nearest whole dollar: $.01-.49 will be rounded down to the dollar bid (e.g., $50.49 = $50) and $.50-.99 will be rounded to the next dollar (e.g., $50.50 =$51).

Bid Submission
To ensure correct bid submittal and formatting, Bidders shall:

- For the Heavy Trucks and Buses Invitation to Bid, insert a:
  - Price for each item bid by zone
- For the Pursuit, Administrative and Other Vehicles Invitation to Bid, insert a:
  - Bid Price for each item bid by zone, as defined in Section 2.11
  - Percent for each item bid by zone, as defined in Section 2.11
- For the Equipment Invitation to Bid, insert a:
  - Price for each item by zone
- Upload files as instructed in the Bid System; files requested will be in Excel or .pdf.
- Follow all instructions outlined in this Invitation to Bid and provide all requested information.

The bid shall include the following documents:

- Executed Qualifications Packet.
- Build sheet for each item bid as a single .pdf
- Pricing Sheet for Emergency Vehicle Lights and Sirens, if applicable.
- Any requested exceptions or equivalents.

Option Upload
An option sheet should be submitted for each item bid. The Bid System will accept option information for each item through a .pdf file upload. Each option sheet should include a header to identify the FSA CPP contract title and number, the Bidder name, item number, make and model. Each option sheet should include:

- Option
- Description
- Manufacturer order code or identifying code
- Price

For the Heavy Trucks and Buses and Pursuit, Administrative, and Other Vehicles Invitations to Bid, the option sheet should also include:

- Cost plus percent for all items not installed at the factory
- Percent below MSRP for factory installed options

FSA CPP may ask awarded Bidders to supply one hard copy set with digital signatures and original compliance forms, prior to the contract execution. Hard copy bids should not be submitted unless specifically requested by FSA CPP. FSA is not responsible for Bidder's improper use of the Bid System. Exceptions will be granted to this section should any Bid System malfunctions occur.

2.17 ZONE BIDDING

Bidders may bid in one or more geographic zones. Bidders must submit pricing for each zone they wish to be evaluated. The zone map is included in Appendix A. The geographic zones are in place to assist Bidders in estimating costs of delivery, which must be included in the price bid and quoted to the purchaser. For the Pursuit, Administrative and Other Vehicles Contract, the cost of delivery must be included in the Percent.

2.18 EXECUTION OF BID

By submitting a response to this Invitation to Bid, the Bidder agrees to the Terms & Conditions and to be bound by such Terms & Conditions if selected for award. The Bidder must submit the Contract Signature Form with the signature of an authorized representative no later than the bid submittal due date. All Terms & Conditions are applicable throughout the term of the awarded contract and are not specific to any given year, make or model.

2.19 MODIFICATION OR WITHDRAWALS OF BIDS

A Bidder may submit a modified bid to replace all or any portion of a previously submitted bid until the due date and time of the bid submission listed in the Bid Calendar. Modifications received after the bid due date and time will not be considered.

Bids can be withdrawn in writing prior to the contract award. If a Bidder must withdraw the bid, the Bidder must contact FSA CPP immediately. Bid withdrawals are handled on a case-by-case basis and can result in a limitation of participation in future bids.

2.20 LATE BIDS

The responsibility for submitting a bid before the due date and time on the bid calendar is solely and strictly the responsibility of the Bidder. The FSA is not responsible for delays caused by technical problems, any internet outages or delays incurred by electronic delivery, or any other occurrence. Any reference to time will be based on Eastern Time.

2.21 BID OPENING

Bids shall be opened on the date and time specified on the Bid Calendar. The bid opening may occur at the Florida Sheriffs Association, 2617 Mahan Drive, Tallahassee, Florida, or may be offered online.

FSA CPP will provide a bid inspection period for Bidders following the bid opening. The date, time and duration will be announced prior to the bid opening.

2.22 DETERMINATION OF RESPONSIVENESS

Determination of responsiveness will take place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, the bid must conform in all material respects to the requirements stated in the Invitation to Bid. As set forth in Section 2.26, FSA CPP reserves the right to waive or allow a Bidder to correct minor irregularities.

2.23 RESPONSIBLE BIDDER CRITERIA

Bids will be evaluated to determine if qualifications and contract requirements are met. Responses that do not meet all requirements of this Invitation to Bid or fail to provide all required information, documents or materials may be rejected as nonresponsive. The FSA CPP will not request documentation or consider a Bidder's social, political or ideological interests in determining if the Bidder is a responsible bidder. FSA CPP will not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

Bidders whose responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the contract may be rejected as non-responsible. In determining a responsible Bidder, the following factors may be considered:

- Adequacy of facilities, staffing, and financial resources;
- Previous experience with FSA contract or other similar government contracts;
- Ability to provide excellent customer service, including on previous FSA contracts; and
- Any other information relevant to the responsibility of a Bidder of which FSA CPP is aware.

In addition to the requirements set forth by these Terms & Conditions, FSA CPP reserves the right to request staffing, performance and financial information from any Bidder during the evaluation process.

FSA CPP reserves the right to determine which responses meet the requirements, specifications, Terms & Conditions of the solicitation, and which Bidders are responsive and responsible.

FSA CPP further reserves the right to limit participation of Bidders who, in FSA CPP's sole discretion, are determined to present responsibility concerns that call into question the Bidder's ability to perform but that do not rise to the level of requiring rejection of the Bidder as non-responsible.

2.24 BASIS FOR AWARD

For the Heavy Trucks and Buses, and Equipment Invitations to Bid, the FSA CPP shall make awards to the qualified, responsive and responsible Bidder(s) who submitted the lowest priced bid by item, manufacturer, and zone. Awards may also be made to subsequent lowest responsive and responsible Bidders by item, manufacturer, and zone, when determined to be in the best interest of the FSA and the purchaser(s). FSA CPP has the discretion to consider option pricing in making the award and to disqualify Bidders for proposing excessive option pricing.

For the Pursuit, Administrative and Other Vehicles Invitation to Bid, the FSA CPP shall make award to the qualified, responsive and responsible Bidder(s) who submitted the lowest Bid Price by item, manufacturer, and zone. Awards may also be made to subsequent lowest responsive and responsible Bidders by item, manufacturer, and zone, when determined to be in the best interest of the FSA and the purchaser(s). FSA CPP has the discretion to consider Percent and option pricing in making the award and to disqualify bidders for proposing excessive Percent(s) or option pricing.

Awards will not be given to any parties listed on the government wide exclusion in the System for Award Management.

FSA CPP reserves the right to accept or reject any and all bids, and to waive any minor irregularity, technicality or omission if it determines that doing so will serve the purchaser's best interest. FSA CPP reserves the right to make multiple awards for each item, if determined to be in the best interest of the FSA and the purchasers.

Awards will be posted on the FSA CPP website according to the date posted in the bid calendar.

2.25 BID TABULATIONS

The Bid Tabulation report will be posted on the FSA CPP website after the bid submission closes.

If there is a delay in posting the bid tabulation results, FSA CPP will post a notice of the delay and a revised date for posting of results.

2.26 MINOR IRREGULARITIES/RIGHT TO REJECT

The FSA CPP has the right to accept or reject any and all bids, or separate portions thereof, and to waive any minor irregularity, technicality or omission if the FSA CPP determines that doing so will serve its best interest or the best interest of the purchasers. A minor irregularity is a variation from the Terms & Conditions of this procurement that does not affect the price of the bid or give the Bidder a substantial advantage over other Bidders and thereby restrict or stifle competition and does not adversely impact the interests of the FSA or the purchasers. At its option, the FSA CPP may allow a Bidder to correct minor irregularities but is under no obligation to do so. In doing so, the FSA CPP may request a Bidder to provide clarifying information or additional materials to correct the irregularity. However, the FSA CPP will not request, and a Bidder may not provide the FSA CPP with additional materials that affect the price of the bid or give the Bidder an advantage or benefit not enjoyed by other Bidders.

The FSA CPP may also reject any bids not submitted in the manner specified in this document.

2.27 CONE OF SILENCE

This Invitation to Bid is subject to the Cone of Silence that begins the date the bid submission opens through the intent to award date as indicated in the Bid Calendar. During this period, all communications regarding this solicitation between FSA and Bidder will cease, except for procedural questions, questions regarding problems incurred in the use of the Bid System, or communications initiated by the FSA CPP. All permitted communications during this period shall be made in writing to the contacts identified in Section 1.01 of this Invitation to Bid.

3.0 CONTRACT CONDITIONS

3.01 GENERAL REQUIREMENTS

Once the bid has been awarded, the terms and conditions of this document become the contract between the FSA CPP and the awarded Vendor. The Terms & Conditions apply to all items purchased from this contract.

3.02 STATEMENT OF AUTHORITY

Each person signing the contract warrants that they are duly authorized to do so and binds the respective party to the contract.

3.03 VENDOR CONTACT INFORMATION

The Vendor shall maintain current contact information with FSA CPP at all times for sales and submission of purchase orders, quarterly reports and administrative fee payments. If a change occurs during the contract, the Vendor must notify FSA CPP immediately.

3.04 ADDITIONS OR DELETIONS

FSA CPP reserves the right to add or delete any items from this bid or resulting contract when deemed to be in the best interest of FSA and purchasers, at its discretion. This decision to take action may be based upon and not limited to few or no sales, product recalls and other safety issues, Vendor or manufacturer performance, or the product's lack of relevance.

For items that come to market during the contract term, FSA CPP may authorize qualified and awarded Vendors to offer the new item under the existing contract terms and conditions, if the manufacturer authorizes a Vendor to sell the item. FSA CPP will request awarded Vendors submit pricing and will evaluate the responses prior to authorizing awarded Vendors to offer the new item.

3.05 CONTRACT EXTENSION

Contract Extension
The contract may be extended by mutual agreement for up to two (2) additional years, on a year-to-year basis. FSA CPP reserves the right to execute a contract extension or to allow the contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of FSA.

The Vendor may request price adjustments for contract extensions as provided for herein. If no request is received from the Vendor, the FSA CPP will assume that the Vendor has agreed that the optional term may be exercised without a price adjustment. Any adjustment request received after the execution of an extension may not be considered unless otherwise provided for in this contract.

Month-to-Month Continuation
In the event a new contract is not active at the time of this contract's expiration, this contract's terms and conditions shall extend on a month-to-month basis and shall not constitute an implied extension of the contract. Such a month-to-month continuation shall be upon the compensation and payment provided herein.

3.06 PRICE ADJUSTMENT

In addition to the cost-plus-percent pricing adjustments available for the Pursuit, Administrative, and Other Vehicles contract, the Terms & Conditions provide the following options for price adjustments:

- Annual Price Adjustments
- Changes to Manufacturer Production or Design
- Manufacturer Certified Adjustments
- Equitable Adjustments

Price adjustment requests must clearly substantiate a need to increase or decrease the price. Price adjustments will not be considered if Vendors are delinquent on administrative fee payments or have outstanding quarterly reports.

Annual Price Adjustment

The FSA CPP may consider annual price adjustments due to:

- Changes in the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS); or
- As a result of changes to national or state standards that require substantial price adjustments.

FSA CPP may consider other documentation related to the change to national or state standards but is not obligated to grant price changes without literature from the manufacturer. The FSA CPP will consider the request and will make a final determination on the change in price.

Changes to Manufacturer Production or Design

Significant changes by the manufacturer to the production of and specification design may initiate a price adjustment request. FSA CPP will consider order dates, production factors, model year, or other conditions, as well as the replacement or complete redesign of items. Vendors must provide documentation from the manufacturer.

Manufacturer Certified Adjustments

Vendors must provide documentation from the manufacturer to FSA CPP that shows the additional costs or price adjustments imposed by the manufacturer and substantiate the need for a related price adjustment for this contract.

Equitable Adjustments

The FSA CPP may make an equitable adjustment to the contract terms or pricing at its discretion.

3.07 CONDITIONS

It is understood and agreed that any item offered or shipped as a result of this contract shall be the most current model offered.

3.08 PRODUCTION CUTOFF

Vendors shall notify the FSA CPP in writing no less than sixty (60) calendar days prior to the close of final order date by the manufacturer when the final order date is during the term of the contract. Purchase Orders received by the Vendor ten (10) business days prior to the final order date must be accepted and entered into the order system with the manufacturer. Purchase Orders issued and received after the production cutoff date will be subject to availability. In this case, the Vendor and manufacturer have the discretion whether to choose to provide next year's model at current year's prices until the end of the contract term. If the manufacturer cutoff date is during the term of the contract and will affect the purchaser's ability to obtain the items, FSA CPP may consider substitutions from the same manufacturer.

3.09 FACILITIES

The FSA CPP reserves the right to inspect the Vendor's facilities at any time with prior notice.

3.10 PURSUIT RATED VEHICLES & MOTORCYCLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation. These evaluations are not designed to recommend a particular product, but to serve as a resource for vehicles which are currently being offered for law enforcement service. To see the full detailed report, click or copy the links below. At the time of the bid there were two nationally recognized authorities:

State of Michigan, Vehicle Test Team of the Michigan State Police (MSP) Precision Driving Unit

Los Angeles County Sheriff's Department Law Enforcement Vehicle Test and Evaluation Program
Vehicles:

3.11 SPECIAL SERVICE VEHICLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on pursuit vehicle testing program/evaluation. These vehicles are labeled as Special Service Vehicle (SSV) and often used in public safety applications and other areas of government. Refer to manufacturers published information for detailed information regarding these vehicles.

3.12 CAB AND CHASSIS PURCHASES

Vendors performing upfitting of cab and chassis should be licensed and certified to perform such work. Vendors are responsible for tag and title work if the chassis is completed by the Vendor or the Vendor's contracted third-party supplier. The requirements of Florida Statute 319.21 related to the manufacturer statement of origin apply to cab and chassis purchases.

Cab and chassis may be purchased from the Vendor without any required additional upfitting by the Vendor. Vendors are not responsible for tag and title if an incomplete chassis is requested and sold to the purchaser.

3.13 FACTORY-INSTALLED OPTIONS

All options specified as factory-installed are to be installed on the item at the primary site of assembly and are to

be the manufacturer's standard assembly-line product. Aftermarket and vendor-installed equipment will not be accepted as factory-installed. Vendors found supplying aftermarket or vendor-installed equipment where factory-installed are specified shall be required to retrieve all delivered items and supply new items meeting the specifications.

All factory-ordered options are to be original equipment manufacturer (OEM) and installed at the primary site of assembly unless otherwise noted by the Vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

3.14 VENDOR-INSTALLED OPTIONS

All vendor-installed accessories, equipment, or options shall be installed according to the manufacturer's specifications. All vendor-installed options must be manufactured by an established manufacturer of the product provided. Vendors are required to disclose make and model of product being offered, design, and model must be approved by the purchaser prior to installation. Prior to any purchase, the Vendor must also disclose the warranty of any accessory, equipment or option that is less than or exceeds the factory or equipment warranty coverage. Any Vendor that violates this provision will be considered in default of the contract. FSA CPP may terminate the contract in accordance with these terms & conditions.

3.15 NON-SCHEDULED OPTIONS

A non-scheduled option is an option not listed on the FSA CPP published award. Vendors may provide non-scheduled options at less than MSRP or the Published List Price. Non-scheduled options should be identified and listed as a separate line item with the price and discount on the purchase order. Non-scheduled options are covered under these terms and conditions.

3.16 FORCE MAJEURE

A Vendor shall not be penalized for a delay resulting from the Vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the Vendor or its employees contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the Vendor.

3.17 PURCHASE ORDERS

To initiate a purchase, a purchase order must be issued to the Vendor, which includes:

- FSA CPP contract title and number;
- FSA CPP item number, and the make and model or item description; and
- Purchaser name, phone number and email address.

The Vendor's acceptance of a purchaser's order will indicate that the Vendor agrees to deliver an awarded item that will be fully compatible with all of its options. Production schedules and delivery dates should be discussed at the time the quote is provided to the purchaser, or if no quote is provided, when the purchase order is delivered to the Vendor. Vendor shall place the order with the manufacturer within 10 business days of receipt of the purchase order. The Vendor shall assure that all orders are placed in full compliance with the specifications and the terms and conditions of the contract and the purchase order. Any changes that are required to bring an item into compliance with the various options due to an incorrect order will be accomplished at the Vendor's expense.

A Confirmation of Order form shall be completed by the Vendor and provided to the purchaser and FSA CPP fifteen (15) calendar days from receipt of purchase order without request by the purchaser. Any additional information needed to complete this form should be obtained by the Vendor from the purchaser.

While it is recommended that an agency purchase from the zone which is closest to their location, it is not mandatory to do so. If the purchaser determines that a Vendor in another zone can better serve the purchaser's needs, the purchaser may order from a Vendor in another zone. Vendors that provide awarded items outside of an awarded zone may upon mutual agreement between the Vendor and the purchaser charge a delivery fee.

If a Vendor receives a purchase order for an item for which they were not awarded, the Vendor must notify the purchaser and return the purchase order to the purchaser within three (3) business days.

The Vendor must submit electronic copies of Purchase Orders within fifteen (15) calendar days of the Purchase Order issue date. Emails shall be sent to coop@flsheriffs.org. Purchase orders received by the Vendor after this deadline must be submitted to FSA CPP as soon as possible with the date received by the Vendor and cause for the delay. Purchase Orders should contain the following required information:

- Purchaser name,
- Purchase order number,
- Purchase order issue date,
- FSA CPP contract title and number,
- Item number,
- Item make and model, or item description,
- Item price,
- Options by item, and
- Estimated delivery date.

Purchase orders vary in format and information provided. If a purchase order does not include the required information, the Vendor must submit supplemental documentation to FSA CPP at the same time the purchase order is due. Such information may be in bid quotes, equipment proposals, confirmation of orders, or other documents. If a purchaser does not use purchase orders, written communication from the purchaser to the Vendor will be provided to FSA CPP.

3.18 REGISTRATION, TAG, AND TITLE

Title items shall be the responsibility of the Vendor. If the purchaser is a government agency, the purchaser has the right to choose to register and title the item. Costs of registration, tag and title shall not exceed the statutory rates. FSA administrative fee does not apply to the cost of registration, tag and title.

3.19 DELIVERY

Vendors are to inspect the item to confirm the item meets or exceeds the FSA CPP Base Specification, manufacturer specification, and purchase order. Deliveries not complying with these requirements may be rejected and will have to be redelivered at Vendor's expense.

Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays. Delivery schedules shall be agreed to by the purchaser and the Vendor. Vendor shall notify the purchaser no less than twenty-four (24) hours prior to delivery of the time and location, which shall reflect the mutually agreed upon

delivery details. The Vendor shall be responsible for delivering items that are properly serviced, clean and in first class operating condition. Items shall be delivered with each of the following documents completed or included:

1. Copy of the Purchase Order.
2. Copy of the FSA CPP Base Specification.
3. Copy of manufacturer's Invoice, price sheet, build sheet or other documentation that verifies what components are included on the item being delivered
4. Copy of the pre-delivery service report
5. Registration warranty certification
6. Owner's manual
7. Registration, tag and title or an application for the registration, as applicable

All items with fuel tanks of thirty-five (35) gallons or less must contain no less than one quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. For items that have more than thirty-five (35) gallons, a minimum of one eighth (1/8) of a tank of fuel must be provided. All electric vehicles must be delivered with a minimum charge level of 10 percent. The purchaser has the option to reject a vehicle with more than 350 odometer miles or may deduct $0.51 cents per mile in excess of 350 miles from the invoice, unless distance above 350 miles was previously approved by the purchaser. Deliveries of less than 350 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with manufacturer's break-in requirements and all applicable traffic laws. Any delivery accomplished by driving a pursuit-rated vehicle must use an "OUT OF SERVICE" cover on light bars. Deliveries in excess of 350 miles shall be made by transport, or otherwise approved by the purchaser, however, this requirement shall not apply to incomplete chassis.

Items with hour meters must be delivered with fewer than five (5) hours on the hour meter or may be rejected by the purchaser. The purchaser may choose to negotiate a lower purchase price when the item exceeds five (5) hours.

When items require service or adjustments upon delivery, the Vendor shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized representative or other service provider to remedy the defect. Such service or adjustments shall be initiated by the Vendor within 48 hours after notification by a purchaser, not to include weekends and holidays. Delivery will not be considered complete until all services or adjustments are satisfactory, and the item is redelivered or repaired. The cost of any transportation required to address the defect shall be the responsibility of the Vendor until the items are satisfactory and accepted by the purchaser.

3.20 INSPECTION AND ACCEPTANCE

Final acceptance shall be given only after the purchaser inspects or confirms the item meets contract specifications. Delivery of an item to a purchaser does not constitute acceptance for the purpose of payment. Inspection and acceptance will be at the purchaser's destination unless otherwise previously agreed upon location was provided in the purchase order. Should the delivered items differ in any respect from the Base Item specifications, payment can be withheld until such time as the Vendor completes the necessary corrective action.

3.21 INVOICING AND PAYMENTS

Invoicing and payments shall be the responsibility of the Vendor and purchaser placing orders using this contract. Vendors must invoice each purchaser independently. The Vendor shall be paid upon submission of invoices to the purchaser after satisfactory delivery and acceptance of the items. While the Local Government Prompt Payment

Act applies to ensure timely payment of Vendor invoices, the FSA CPP encourages purchasers to make payment within 30 days of acceptance of the item. The Local Government Prompt Payment Act is defined in Sections 218.70–218.79 of Florida Statutes.

3.22 WARRANTY

All warranties shall begin at the time of delivery and final acceptance by the purchaser. The purchaser's warranty should not be active for incomplete items and items delivered to a third-party supplier before final delivery.

3.23 QUARTERLY REPORTS

Quarterly reports are the contractual responsibility of each Vendor. Quarterly reports must be completed and submitted electronically. All quarterly reports shall be sent to reports@flsheriffs.org. The quarterly report template shall be submitted using an Excel workbook provided by FSA CPP. Quarterly reports which do not adhere to the required format or are not complete of all purchase orders received and/or deliveries made during the quarter will be returned to the reporting Vendor for correction.

Quarterly reports are due no later than the 15th day of the month following the end of the quarter. Quarterly reports shall follow the schedule below for the duration of the contract. If a contract extension is executed, the quarterly reports will maintain the same schedule for future reporting periods.

Contract Year: October 1, 2022 – September 30, 2023

Year 1 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 1 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 1 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 1 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

Quarterly reports must be submitted even if there are no sales or no deliveries in a quarter. If a Vendor has no sales within a quarter, the Vendor shall indicate "No sales this quarter" on the top row of the sales worksheet. If the Vendor has no deliveries in a given quarter, the Vendor shall indicate "No deliveries this quarter" on the top row of the delivery worksheet.

FSA CPP reserves the right to modify the procedure for submitting quarterly reports during the term of the contract. Such a change shall not materially modify the substance of the information to be reported but may change the method by which future quarterly reports are to be submitted. In the event of such a change, FSA CPP will provide written notice to all Vendors of the method by which future quarterly reports are to be submitted.

3.24 ADMINISTRATIVE FEE

The FSA CPP charges three quarters of one percent (.0075) to procure, process and administer the contract. The administrative fees are the contractual responsibility of each awarded Vendor.

After receipt of payment from contract purchases, the Vendor shall remit all administrative fees to the FSA CPP no later than 15 calendar days after the end of each quarter. All fees payable to the FSA CPP during any given quarter will be accompanied and supported by a quarterly report.

The administrative fee will remain payable to FSA CPP and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a Vendor fails to incorporate the administrative fee in its bid pricing. The administrative fee should never be listed as a separate line item on any purchase order or invoice.

The administrative fee is based on the total purchase order amount of new items. This fee excludes any value given to purchasers for trade-ins. Trade-ins, extended warranties and other exchanges will not reduce or impact the fee calculation.

The ACH form for electronic payment or wiring of funds is included in Appendix C. It is the preference of FSA CPP that all payments be electronically paid and submitted. If ACH is not available, checks for the administrative fee can be sent to:

Florida Sheriffs Association
Cooperative Purchasing Program
2617 Mahan Drive
Tallahassee, FL 32308

3.25 LIQUIDATED DAMAGES

The Vendor warrants that the item supplied to the purchaser shall conform in all respects to the standards set forth and the failure to comply with this condition will be considered as a breach of contract. Any liquidated damages levied because of inadequacies or failures to comply with these requirements shall be borne solely by the Vendor responsible for same.

Failure to submit the administrative fee with accompanying quarterly reports to FSA CPP within 15 calendar days following the end of each quarter may result in the imposition of liquidated damages. Vendors failing to submit administrative fees and/or quarterly reports will incur liquidated damages in the amount of $25 for each calendar day that fees and reports are past due, beginning on the 16th day following the end of the quarter.

If a civil action is initiated by the FSA to recover administrative fees or liquidated damages as set forth in this section, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. The venue shall lie in the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida.

When quarterly reports are late, liquidated damages are to be included in Vendor's Quarterly Report and administrative fee submission. Liquidated damages that remain unpaid beyond 45 calendar days can result in FSA CPP, at its sole discretion, implementing contract compliance actions, including but not limited to, suspension, limited participation by specifications or zones, disqualification from future solicitations, or termination for cause pursuant to the Terms & Conditions.

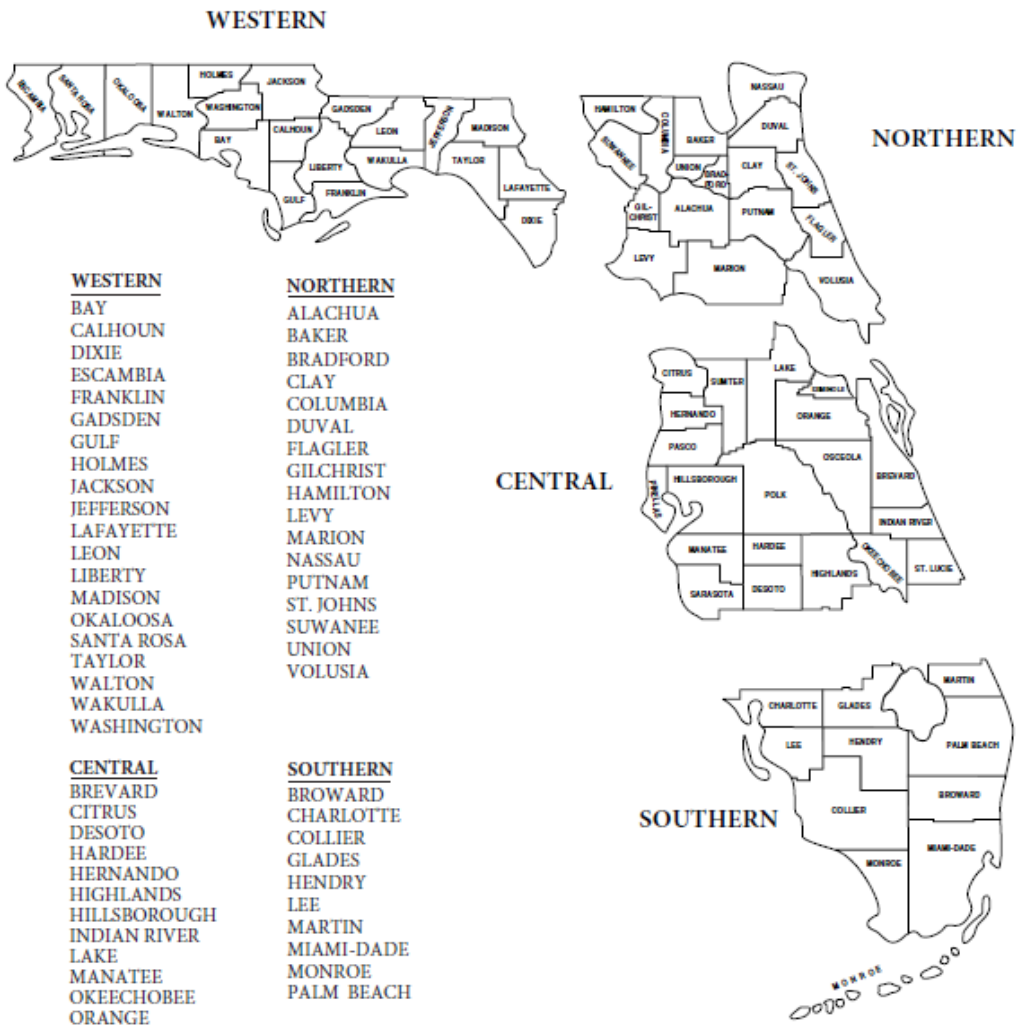
Schedule of Liquidated Damages

Failure to submit quarterly report on time	$25 per calendar day
Failure to submit administrative fee on time	$25 per calendar day
Failure to report a Purchase Order to FSA CPP within 15 calendar days of the purchase order issue date	$100 per Purchase Order
Failure to Report Sales	.0075 of the sales price plus 1.5% each month following the delivery date.

Vendor agrees and acknowledges that its failure to take any of the actions specified in the above schedule will result in liquidated damages to this contract. Vendor agrees and acknowledges that these liquidated damages are not intended to be and do not constitute a penalty and that these amounts are reasonably calculated to compensate the FSA for the damages that it will incur as a result of the Vendor's failure to take the specified actions.

Appendix A: Zone Map

FSA CONTRACT ZONE MAP



WESTERN
BAY
CALHOUN
DIXIE
ESCAMBIA
FRANKLIN
GADSDEN
GULF
HOLMES
JACKSON
JEFFERSON
LAFAYETTE
LEON
LIBERTY
MADISON
OKALOOSA
SANTA ROSA
TAYLOR
WALTON
WAKULLA
WASHINGTON

NORTHERN
ALACHUA
BAKER
BRADFORD
CLAY
COLUMBIA
DUVAL
FLAGLER
GILCHRIST
HAMILTON
LEVY
MARION
NASSAU
PUTNAM
ST. JOHNS
SUWANEE
UNION
VOLUSIA

CENTRAL
BREVARD
CITRUS
DESOTO
HARDEE
HERNANDO
HIGHLANDS
HILLSBOROUGH
INDIAN RIVER
LAKE
MANATEE
OKEECHOBEE
ORANGE
OSCEOLA
PASCO
PINELLAS
POLK
ST. LUCIE
SARASOTA
SEMINOLE
SUMTER

SOUTHERN
BROWARD
CHARLOTTE
COLLIER
GLADES
HENDRY
LEE
MARTIN
MIAMI-DADE
MONROE
PALM BEACH

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Appendix B. Bid Calendar

FSA23-VEL31.0	
Bid Calendar Task	**Date**
Invitation to Bid Announcement (ITB)	5/1/2023 & 5/15/2023
Voluntary Interested Bidder Workshop	6/13/2023
New Item Specification Requests Due	6/23/2023
Pre Bid Meeting	7/11/2023
Request for Clarifications Due to FSA	7/18/2023
FSA VendorLink Bidder Training	7/24/2023
Bid System Open	7/25/2023
Cone of Silence	7/25/2023 - 9/11/2023
Bid Submissions Due	8/30/2023
Public Bid Opening	9/1/2023
Bid Tabulations Posted	9/1/2023
Bid Evaluation	9/5/2023 - 9/8/2023
Intent To Award	9/11/2023
Final Award & Effective Date of New Contract	**10/1/2023**

FSA23-VEH21.0	
Bid Calendar Task	**Date**
Invitation to Bid Announcement (ITB)	5/1/2023 & 5/15/2023
Voluntary Interested Bidder Workshop	6/14/2023
New Item Specification Requests Due	6/23/2023
Pre Bid Meeting	7/12/2023
Request for Clarifications Due to FSA	7/18/2023
FSA VendorLink Bidder Training	7/24/2023
Bid System Open	7/25/2023
Cone of Silence	7/25/2023 - 9/11/2023
Bid Submissions Due	8/30/2023
Public Bid Opening	9/1/2023
Bid Tabulations Posted	9/1/2023
Bid Evaluation	9/5/2023 - 9/8/2023
Intent To Award	9/11/2023
Final Award & Effective Date of New Contract	**10/1/2023**

FSA23-EQU21.0	
Bid Calendar Task	**Date**
Invitation to Bid Announcement (ITB)	5/1/2023 & 5/15/2023
Voluntary Interested Bidder Workshop	6/7&8/2023
New Item Specification Requests Due	6/23/2023
Pre Bid Meeting	7/13/2023
Request for Clarifications Due to FSA	7/18/2023
FSA VendorLink Bidder Training	7/24/2023
Bid System Open	7/25/2023
Cone of Silence	7/25/2023 - 9/11/2023
Bid Submissions Due	8/30/2023
Public Bid Opening	9/1/2023
Bid Tabulations Posted	9/1/2023
Bid Evaluation	9/5/2023 - 9/8/2023
Intent To Award	9/11/2023
Final Award & Effective Date of New Contract	**10/1/2023**

Appendix C: ACH Payments

Protecting, Leading & Uniting...since 1893
FLORIDA SHERIFFS ASSOCIATION
2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519
p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org

TO: All Customers of the Florida Sheriffs Association

SUBJECT: Florida Sheriffs Association is going paperless!

Our association is pleased to announce the implementation of accepting electronic payments from customers. If your agency or company is able to pay via ACH, please consider adding the Florida Sheriffs Association to your list of vendors paid via electronic payment.

Florida Sheriffs Association's Banking Information is as follows:

Checking Account
Capital City Bank
Routing Number: 063100688
Account Number: 0010867001

Please email any payment remittance information to accounting@flsheriffs.org.

If you choose to make ACH payments to the association, there is no additional charge. However, the information above can be used to pay with a wire transfer. If you choose to pay via wire, there is a charge of $25 per wire that you will need to add to your payment.

If you have any questions at all, please contact Trish Eldridge at teldridge@flsheriffs.org. or call (850) 559-5668.

Sincerely,

Trish Eldridge

Director of Accounting and Finance
Florida Sheriffs Association

Appendix D: Federal Clauses

Applicability of Third-Party Contract Provisions*
(Excluding micro-purchases, except Davis-Bacon requirements apply to construction contracts exceeding $2,000.)
In addition to other provisions negotiated with purchasers placing federally funded purchase orders, Vendors must comply with the following provisions upon award of a federally funded purchase order:

PROVISION	Professional Services/A&E	Operations/ Management	Construction	Materials & Supplies
Equal Employment Opportunity			All	
Davis-Bacon Act			>$2,000	
Copeland "Anti-Kickback" Act			>$2,000	
Contract Work Hours and Safety Standards Act	>$100,000	>$100,000	>$100,000	>$100,000
Rights to Inventions Made Under a Contract or Agreement	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work
Clean Air Act	>$150,000	>$150,000	>$150,000	>$150,000
Federal Water Pollution Control Act	>$150,000	>$150,000	>$150,000	>$150,000
Debarment and Suspension	All	All	All	All
Byrd Anti-Lobbying Amendment	>$100,000	>$100,000	>$100,000	>$100,000
Procurement of Recovered Materials	All	All	All	All
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	All	All	All	All
Domestic Preferences for Procurements	All	All	All	All

*References to the code of regulations (CFR) or United States Code (USC) were accurate at the time of publication. It is the responsibility of the Bidder to ensure compliance is met of the referenced state and federal laws within the published rules.

EQUAL EMPLOYMENT OPPORTUNITY: Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The clause set forth in 41 CFR 60-1.4(b) is incorporated herein by reference. Vendor must comply with this clause and include this clause in all lower-tier federal assisted construction contracts.

DAVIS-BACON ACT, as amended (40 U.S.C. 3141-3148): When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. Vendors performing construction must comply with all applicable provisions of the Davis-Bacon Act and include this clause in all lower-tier subcontracts for construction.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C., chapter 37): Vendor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C., chapter 37), as supplemented by Department of Labor regulations (29 CFR part 5).
(a) Overtime requirements. Neither Vendor nor any contractor or subcontractor contracting for any part of the purchase order work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in Paragraph 15(a), Vendor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Vendor or such subcontractor shall be liable to the United States (in the case of work done under the Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph 15(a), in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph 15(a) of this section.
(c) Withholding for unpaid wages and liquidated damages. Purchaser shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Vendor or a subcontractor under the purchase order or any other Federal contract with Purchaser, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Purchaser, such sums as may be determined to be necessary to satisfy any liabilities of Vendor or its subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph (a).
(d) Subcontracts. Vendor shall insert in any subcontracts over $100,000 for construction and other purposes that involve the employment of mechanics or laborers, the clauses set forth in Paragraphs (a) through (d) and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with

a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor shall comply with these requirements when performing a purchase order involving experimental, developmental or research work and flowdown this clause to lower-tier subcontractors performing such work.

CLEAN AIR ACT (42 U.S.C. 7401 *et seq.*) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 *et seq.*), as amended: Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor shall comply with the requirements of Clean Air Act and the Federal Water Pollution Control Act and include this clause in all lower-tier subcontracts with a value over $150,000.

DEBARMENT AND SUSPENSION (E.O.s 12549 and 12689): By accepting or performing this purchase order, Vendor certifies that it is not identified in the Exclusions area of the System for Award Management as being currently debarred, suspended, proposed for debarment, or otherwise excluded ("SAM Exclusion"). Vendor shall obtain similar certifications from its lower-tier subcontractors for each subcontract in excess of $25,000 and Vendor shall not award lower-tier subcontracts in excess of $25,000 to an entity subject to a SAM Exclusion.

LOBBYING RESTRICTIONS (31 U.S.C. 1352): By accepting or performing this purchase order, Vendor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Vendor shall also disclose to Purchaser any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award or contract. Vendor shall flow down this clause and require this certification for lower-tier subcontractors with a subcontract of $100,000 or more. Vendor shall provide its disclosure and all disclosures received from lower-tier subcontractors to Purchaser.

PROCUREMENT OF RECOVERED MATERIALS: A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Vendor shall comply with this clause and include this clause in all lower-tier subcontracts.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:
(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
(c) See Public Law 115-232, section 889 for additional information.

DOMESTIC PREFERENCES FOR PROCUREMENTS:
(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees to comply with the requirements of this clause and include the requirements of this clause in all subawards including all contracts and purchase orders for work or products under this award.
(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

City Commission Regular Meeting - 5:05 PM **11. W.**

Meeting Date: 09/02/2025

Re: Approve the Mutual Benefit and Use Agreement with Bergeron Emergency Services, Inc.

Submitted For: Jason Atkinson, Director of Public Works, Public Works

---

SUBJECT:

Approve the Mutual Benefit and Use Agreement with Bergeron Emergency Services, Inc. for emergency debris removal services for the 2025 Hurricane Season

SUMMARY:

Approve the Mutual Benefit and Use Agreement with Bergeron Emergency Services, Inc. for emergency debris removal services for the 2025 hurricane season.

RECOMMENDATION:

Approve as recommended by the City Commission.

ALTERNATIVES:

Will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Public Works Department

COORDINATED WITH:

Finance Department, Purchasing Division

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2025

Account: N/A

Amount: To Be Determined

FISCAL IMPACT:

The cost is determined by quantity based off contract unit pricing.

Attachments

Exhibit 1

Exhibit 2

RLS Approval

Exhibit 3

MBUA for signature

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	07/29/2025 01:31 PM
City Manager	Richard Chess	07/30/2025 08:54 AM
Form Started By: Jason Atkinson		Started On: 07/22/2025 01:48 PM
Final Approval Date: 08/11/2025		

C22-02-177

EMERGENCY DEBRIS REMOVAL CONTRACT

THIS CONTRACT, made this 15th day of February, 2022, between **ST. LUCIE COUNTY,** a political subdivision of the State of Florida, hereinafter called the "COUNTY", and **BERGERON EMERGENCY SERVICES, INC.**, or his, its or their successors, executors, administrators, and assigns hereinafter called the "CONTRACTOR":

WITNESSETH:

1. **PURPOSE**

That Contractor agrees with County, for the consideration herein mentioned, at his, its or their own proper cost and expense to do all the Work and furnish all the materials, equipment, supplies, and labor necessary to carry out this Contract in the manner and to the full extent as set forth in the Contract Documents, and to the satisfaction of the duly authorized representatives of St. Lucie County, who shall have at all times full opportunity to inspect the materials to be furnished and the Work to be done under this Contract.

2. **GENERAL DESCRIPTION OF WORK/SCOPE OF SERVICES**

It is agreed that the Work to be done under this Contract is: **Emergency Debris Removal** as further described in St. Lucie County Request for Proposals **RFP# 21-037**, made a part hereof by this reference. Scope of Services are including, but not limited to the following:

- Emergency Road Clearance
- ROW Vegetative Debris Removal
- ROW C&D Debris Removal
- Demolition, Removal, Transport and Disposal of Non-RACM Structures
- Demolition, Removal, Transport and Disposal of RACM Structures
- DMS(s) Management, Operations and Reduction through Grinding
- DMS(s) Management, Operations and Reduction through Above Ground Air Curtain Incineration
- Haul-Out of Reduced Debris to a County Approved Final Disposal Site
- Removal of Hazardous Trees and Hangers
- Removal of Hazardous Stumps
- ROW White Goods Debris Removal
- Household Hazardous Waste (HHW) Removal, Transport and Disposal
- E-Waste Removal
- Abandoned Vehicle and Vessel Removal
- Dead Animal Carcasses

The Contractor shall be capable of assembling, directing and having the capacity to manage a major workforce, with multiple subcontractors, that can be fully operational in debris management operations and to cover the expenses of a major recovery prior to being paid by the County. Established

management teams must be in place. The Contractor shall have the resources to provide the equipment and personnel necessary to cover a major disaster. The Contractor shall be able to assemble trucks, equipment, materials and crews immediately following a disaster, giving the County of Deltona priority status.

The Contractor shall contact County Project Manager at a minimum of forty-eight (48) hours prior to a hurricane event or immediately upon the occurrence of a debris-generating incident within St. Lucie County for which there is no advance warning. After a disaster occurs, a designated St. Lucie County employee will contact the Contractor holding the Disaster Debris Removal and Disposal contract to advise them of the County intent to activate the contract for removal and disposal of disaster debris. Before work begins, the County will issue a written Notice to Proceed. Within eight (8) hours of receiving the Notice to Proceed, the Contractor will send a management team to report to the County Project Manager to begin planning for the operations and mobilizing the personnel and equipment as necessary to perform the work. Mobilization by the Contractor shall begin within twenty-four (24) hours of notification by the County. Within seventy-two (72) hours of receipt of the Notice to Proceed, the Contractor shall be fully established and continue debris removal operations. The Contractor shall make every effort to be at the disaster site within the stated time frame. The removal and disposal work must be conducted in a systematic and predictable manner.

Under this Contract, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the County's Debris Manager. Work shall also include the clearing and removing of any and all "eligible" debris as most currently defined (at the time Notice to Proceed is issued and executed by the County for the Contractor) by the FEMA Public Assistance grant program guidelines in FEMA's PAPPG, all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies, and as directed by the County Debris Manager. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. The aforementioned definition of "eligible" applies to all uses throughout Scope of Services items 2-7.1 through 2-7.16. Work will include: (1) examining debris to determine whether or not debris is eligible; (2) loading the debris; (3) hauling debris to County approved DMS(s) or County approved Final Disposal Site(s); (4) reducing disaster related debris; (5) hauling reduced debris to a County approved Final Disposal Site; and (6) disposing of reduced debris at a County approved Final Disposal Site. Debris not defined as eligible by FEMA, state or federal DSGs or policies will not be loaded, hauled, or dumped under this contract unless written instructions to do so are given to the Contractor by the County Debris Manager. It shall be the Contractor's responsibility to load, transport, reduce, and properly dispose of any and all disaster generated debris which is the result of the event under which the Contractor was issued Notice to Proceed, unless otherwise directed by the County Debris Manager in writing.

3. **PROJECT MANAGER**

The Project Manager for the County is George Landry at (772) 462-1846. The Project Manager for the Contractor is Jason Ottilige at (954) 680-6100 ext. 223.

The parties shall direct all matters arising in connection with the performance of this Contract, other than invoices and notices, to the attention of the Project Managers for attempted resolution or action. Except as otherwise provided for in this Contract, the Project Managers shall be responsible for overall resolution or action. The Project Managers shall be responsible for overall coordination and

oversight relating to the performance of this Contract. The Project Manager, however, has no authority to approve or execute Change Order Work except as set forth in the County Purchasing Manual.

The Contractor shall keep during the term of this Contract a competent Project Manager, any necessary assistants, all satisfactory to the County's Project Manager. The Contractor shall not use a Project Manager to whom the County has made reasonable and timely objection. The Contractor shall not change their Project Manager without the County's consent. The County's Project Manager shall be able to reach the Contractor's Project Manager at their cell number. The Contractor shall give sufficient superintendence to the work using his best skill and attention. At any time the County's Project Manager, with or without cause, may request that the Contractor replace any individual with an individual acceptable to the County.

4. **CONTRACT DOCUMENTS**

The Contract Documents which comprise the Contract between the County and the Contractor are attached hereto and made part hereof and consist of the following:

A. This Contract, consisting of pages 01 through 33 inclusive.
B. Contractor's Proposal, consisting of 20 pages, including:
    Form 1 – Proposer Information and Authorization Signature
    Form 2 – Non-Collusion Affidavit
    Form 3 – Corporate Resolution
    Form 4 – Confirmation of Drug-Free Workplace
    Form 5 – Public Entity Crime Affidavit
    Form 6 – Hold Harmless and Indemnity Agreement
    Form 7 – Certification Regarding Debarment & Suspension
    Form 8 – Anti-Lobbying Certification
    Form 9 – Hourly Labor, Equipment and Material Price Schedule and the Unit rate Price Schedule
C. RFP Documents, consisting of 76 pages
D. Addenda No. 01
E. Insurance Certificates which shall be provided by the Contractor, along with the return of an executed copy of this Contract.
F. Any Modifications, including change orders, duly delivered after execution of this Contract.

Except for duly authorized and executed Modifications including but not limited to change orders and contract amendments, any conflict between the terms and conditions of this Contract and the terms and conditions of any of the other contract documents shall be interpreted in favor of this Contract.

5. **PERFORMANCE GUARANTY**

That Contractor guarantees to repair, replace or otherwise make good to the satisfaction of the County any defect in workmanship or material appearing in the Work; and further guarantees the successful performance of the Work for the service intended. Neither inspection nor payment, including final payment, by the County shall relieve the Contractor or its Surety from his or its obligations to do and complete the Work in accordance with this Contract. If the County deems it inexpedient to require the Contractor to correct deficient or defective Work, an equitable deduction from the contract price shall be

made therefore or in the alternative, if the expense incurred by the County to correct deficient or defective Work exceeds the unpaid balance on this Contract, the Contractor shall pay the difference to the County. The liability of the Contractor and its surety or sureties for such payment is joint and several.

6. **TERM/TIME OF PERFORMANCE**

Term: The term of this contract shall be for a period of one (1) year beginning on the date first written above. Upon mutual written agreement, this Contract may be extended for three (3) additional one-year renewal terms pursuant to the same terms and conditions.

Work Hours: The Contractor shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed 7 days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the County and the Contractor. Unless otherwise directed, the Contractor must be capable of conducting volumetric reduction operations at DMS locations on a 24 hour, 7 days a week basis. No work will be performed on recognized County holidays without prior approval of the County Debris Manager.

Time of Completion: The services shall commence upon the written notice to proceed from the County Project Manager or his designee, and the project shall be completed in accordance with the individual project schedule.

7. **DELAY DAMAGES**

It is mutually agreed between the parties hereto that time is of the essence in the performance of this Contract. In the event the Work is not completed within the time herein the County will suffer damages, the amount of which is difficult if not impossible to ascertain. It is agreed, therefore, that from the compensation otherwise to be paid to the Contractor, the County may retain the sum as follows per calendar day for each day thereafter, Sundays and holidays included, that the Work remains uncompleted and/or as indicated.

(A) The Contractor shall pay the County, as liquidated damages, **$1000.00** (one thousand and 00/100 dollars) per calendar day of delay to mobilize in the County with the resources required to begin debris removal operations, within seventy-two (72) hours of being issued Notice to Proceed.

(B) The Contractor shall pay the County, as liquidated damages, **$500.00** (five hundred and 00/100 dollars) per load of disaster debris collected in the County that is not disposed of at a County approved DMS or County approved Final Disposal Site and/or any associated fines levied by a third party. Application of liquidated damaged does not release the Contractor of all liability associated with hauling and depositing material to an unauthorized location.

(C) The Contractor shall pay the County, as liquidated damages, **$500.00** (five hundred and 00/100 dollars) per incident where the Contractor fails to repair damages that are caused by the Contractor or subcontractor(s). Application of liquidated damages does not release the Contractor from the responsibility of resolving or repairing damages

This sum shall represent the liquidated damages which the County will have sustained per calendar day from the inconvenience and expense caused to the County by the delay in the completion of the Work. This sum is not a penalty, being the liquidated damages the County will have sustained in event of such default by the Contractor. The County reserves the right to additionally recover direct job site expenses incurred during the period of any delay. The Contractor shall be liable for liquidated damages even if the Contract is terminated by the County for cause or if the Contractor abandons the Work. The liability of the Contractor and its surety or sureties for damages provided by this Article is joint and several.

8. **CONTRACT PAYMENT**

The County shall pay the Contractor for the performance of this Contract and completion of the project in accordance with the Contract Documents: Pursuant to Form #9 Hourly Labor, Equipment and Materials Price Schedule attached

9. **PAYMENT TERMS/SCHEDULE**

The County shall make payments on account of the Contract as follows:

Payment to the Contractor shall be due within 30 calendar days after the date on which the payment request or invoice is stamped as received by the County.

A five percent (5%) retainage will be withheld from each invoice until the end of the project. In order to release the retainage, the Contractor(s) must successfully complete the project, and receive a letter of completion from the County, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the County to repair damages caused by the Contractor(s) to public or private property.

The County may reject the payment request or invoice in writing within 20 calendar days after the date on which the payment request or invoice is stamped as received by the County, which shall specify the deficiency and the action necessary to correct the deficiency and to make the payment request or invoice proper. Payment of a corrected payment request or invoice, or rejection thereof, shall be made 10 business days after the date the corrected payment request or invoice is stamped as received as by the County. All applications for payment submitted by the Contractor shall reference the County's Contract number.

If a dispute between the County and the Contractor cannot be resolved by the procedure in this subsection, then the dispute must be resolved in accordance with the dispute resolution procedure set-forth in this Contract. If the County disputes a portion of the payment request or invoice, then the undisputed portion shall be paid timely in accordance with this subsection.

As a part of this Contract, if the Contractor receives payment then the Contractor must remit undisputed payment due to subcontractors and suppliers within 10 calendar days after contractor's receipt of payment. A subcontractor who receives payment must remit undisputed payment due to those subcontractors and suppliers within 7 calendar days after subcontractor's receipt of payment.

The County shall pay the Contractor through payments issued by the County Finance Department, upon receipt of the certified invoice from the County Project Manager. The parties agree, however, that

any payments withheld as liquidated damages or for any other reason allowed by this Contract, shall not be governed by the Florida Prompt Payment Act.

a. The County, or its authorized representative, will monitor, verify, and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Contractor will be provided with copies of this documentation. These documents will be used by the Contractor as backup data for invoice submittals. Work not ticketed or not authorized by the County will not be approved for payment. Additionally, any ticket submitted for payment must be legible and properly completed. Tickets missing loading address, truck number, certified capacity, collection monitor signature, disposal site, load call, or disposal monitor signature will not be paid, nor will the County be responsible for unpaid incomplete tickets.

b. If tasked with private property and FHWA-ER funded roadway debris removal operations, these will be invoiced separately from ROW collection removal operations. The County reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, white goods, or other scope of service items), program (ROW collection, private property debris removal, etc.), or both.

c. Invoices shall be submitted to the County's authorized representative on a bi-weekly basis unless otherwise direct by the County. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the County. Invoice detail submittals will be checked against County records. County records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the County authorized representative to the County for payment.

d. No separate payment will be made for mobilization and demobilization operations. These costs are included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.

e. The Contractor is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Contractor shall execute release waivers with all subcontractors to release the County from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the County prior to final retainage release.

f. Payment for disposal cost incurred by the Contractor at County approved Final Disposal Sites will be made at the cost incurred by the Contractor. The County will either coordinate payment of disposal costs directly with the Final Disposal Site or require the Contractor to pay the disposal fees and then invoice the County. The Contractor shall submit a copy of all invoice(s) received by the County approved Final Disposal Site, an electronic copy tabulating all scale or load tickets issued by the County approved Final Disposal Site, and proof of Contractor payment to the County approved Final Disposal Site. The County will not render payment for disposal costs until the Contractor submits applicable disposal site permits or site information for each authorized Final Disposal Site.

g. Contractor must submit a final invoice within 30 calendar days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the County Debris

Manager. The final invoice must be marked "FINAL INVOICE" and no additional payments will be made after the Contractor's final invoice.

h. In the event any portion of this scope of work is to be funded by State or Federal funds, the Contractor will comply with all requirements of the state or federal government applicable to the use of the funds.

i. The Contractor will retain all records pertaining to the services and the contract for these services and make them available to the County for a period of 7 years following receipt of final payment for the services referenced herein. In the event litigation ensues or the County challenges a decision by FEMA to disallow or de-obligate costs incurred under the contract, then Contractor shall retain all records hereunder for a period of 7 years after conclusion of the litigation or FEMA dispute, including any and all appeals.

10. **SUBCONTRACTORS**

The County prefers that the Contractor provide all services needed to comply with the Contract. Should a subcontractor be needed, the Contractor will be the sole point of contact and have sole responsibility for all issues. It is the responsibility of the Contractor to ensure that subcontractors needed to be used during the collection and disposal of disaster debris shall comply with the scope of work initiated to support this project. In the event Contractor requires the services of any subcontractor or professional associate in connection with the Work to be performed under this Contract, the Contractor shall secure the written approval of the County Project Manager before engaging such subcontractor or professional associate.

11. **AUDIT**

The Contractor agrees that the County or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Contract. The Contractor agrees that payment(s) made under this Contract shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Contract. The Contractor shall refund by check payable to the County the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, whichever is sooner.

12. **PUBLIC RECORDS**

The Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Contract. Specifically, the Contractor shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in state law or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Upon completion of the Contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All record stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology system of the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772)462-1441, BellamyS@stlucieco.org, COUNTY ATTORNEY'S OFFICE 2300 VIRGINIA AVENUE, FORT PIERCE, FL 34982

13. **ACCESS TO RECORDS**

The following access to records requirement applies to this Contract:

(i) Contractor agrees to provide the County, the State agency, the administrator of the federal awarding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(ii) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(iii) Contractor agrees to provide the administrator of the federal awarding agency or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

(iv) In compliance with the Disaster Recovery Reform Act of 2018, the County and Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the administrator of the federal awarding agency or the Comptroller General of the United States.

14. **GUARANTEE**

The Contractor guarantees to repair, replace or otherwise make good to the satisfaction of the County any defects in workmanship or material appearing in the work within one year after the day of the certificate for final performance of the work for the service intended. Contractor further guarantees the successful performance of the work for the service intended. Neither inspection nor payment, including final payment by the County shall relieve the Contractor from his or its obligations to do and complete the work in accordance with this contract. If the County deems it inexpedient to require the Contractor to correct deficient or defective materials or labor, an equitable deduction from the contract price shall be made therefore or in the alternative, the County may sue for damages. This guarantee is in addition to any other warranty available to the County for the Work including but not limited to manufacturers warranties.

15. **CONTRACTOR RESPONSIBILITY**

The Contractor is an independent contractor and is not an employee or agent of the County. Nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor, between the County and the Contractor, its employees, agents, subcontractors, or assigns, during or after the performance of this Contract. The Contractor shall take the whole responsibility for the means, methods, techniques, sequences, and production of the Work.

The Contractor shall bear all losses resulting to him, or its, on account of the amount or character of the Work, or because of the nature of the ground beneath, in or on which the Work is done is different from what was assumed or expected, or because of bad weather, or because of errors or omissions in his or its bid on the Contract price, or except as otherwise provided in the Contract Documents because of any other causes whatsoever. Execution of this Contract by the Contractor is a representation that the Contractor has visited the site, has conducted a sufficient investigation of the surface and sub-surface conditions in order to submit its bid, has become familiar with the local conditions under which the Work is to be performed, and correlated personal observations with the requirements of the Contract Documents.

The Contractor shall protect the entire Work, all materials under the Contract and the County's property (including machinery and equipment) in, or on, or adjacent to the site of the Work until final completion and Work, from the action of the elements, acts of other contractors, or except as otherwise provided in the Contract Documents, and from any other causes whatsoever; should any damage occur by reason of any of the foregoing, the Contractor shall repair at his, or its, own expenses to the satisfaction of the County or its Project Manager. Neither the County nor its officers, employees or agents assume any responsibility for collection of indemnities or damages from any person or persons causing injury to the Work of the Contractor.

At his, or its expense, the Contractor shall take all necessary precautions (including without limitation) the furnishing of guards, fences, warnings signs, walks, flags, cables and lights for the safety of and the prevention of injury, loss and damage to persons and property (including without limitation) in the term persons, members of the public, the County and its employees and agents, the Project Manager and his employees, Contractor's employees, his or its subcontractors and their respective employees, other contractors, their subcontractors and respective employees, on, about or adjacent to the premises where said Work is being performed, and shall comply with all applicable provisions of safety laws, rules, ordinances, regulations and orders of duly constituted public authorities and building codes.

The Contractor assumes all risk of loss, damage and destruction to all of his or its materials, tools appliances and property of every description and that of his or its subcontractors and of their respective employees or agents, and injury to or death of the Contractor, his or its employees, subcontractors or their respective employees or agents, including legal fees, court costs or other legal expenses, arising out of or in connection with the performance of this Contract.

16. **INDEMNIFICATION**

The Contractor covenants and agrees at all times to save, hold, and keep harmless the County, State of Florida, the Federal Government its Officials, Employees, and Agents, and indemnify the County, its Officials, Employees, and Agents, against any and all claims, demands, penalties, judgments, court costs, reasonable attorney's fees for personal injury and loss of property to the extent arising out of or in any way connected or arising out of the Contractor's negligence, recklessness or intentional wrongful conduct in the performance of this Agreement. The Contractor hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided. It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.06 (Chapter 725).

The Contractor, without exemption, shall indemnify and hold harmless, the County, State of Florida, the Federal Government its employees, representatives and elected officials from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Contractor. Further, if such a claim is made, or is pending, the Contractor may, at its option and expense, procure for the County the right to use, replace, or modify the item to render it non -infringing. If none of the alternatives are reasonably available, the County agrees to return the article on request to the Contractor and receive reimbursement. If the Contractor used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the Contract prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

17. **INSPECTION**

The project will be inspected by the Project Manager and will be rejected if it is not in conformity with the Contract provisions. Rejected Work will be immediately corrected by the Contractor. When the Work is substantially completed, the Contractor shall notify the County in writing that the Work shall be ready for final inspection on a definite date, at least three (3) calendar days thereafter, which shall be stated in such notice.

18. **INSURANCE**

Each such General Liability Certificate shall include the following wording: **"St. Lucie County, its officers, agents and employees are named as additional insured with respect to the work performed under this contract for the RFP No. 21-037, Emergency Debris Removal"**.

A. **Commercial General Liability:**

The Contractor shall maintain and, prior to commencement of this contract, provide the County with evidence of commercial general liability insurance to include: 1) premises for limits of not

less than $1,000,000 per occurrence; and 2) a general aggregate limit of not less than $2,000,000. The policy shall also provide the County will be given a thirty (30) day written notice of cancellation or non-renewal and include County as an additional insured.

B. **Business Automobile Liability:**

The Contractor shall maintain and, prior to commencement of this contract, provide the County with evidence of business automobile liability insurance to include: 1) coverage for any automobile for limits of not less than $1,000,000 combined single limit (bodily injury & property damage) per accident and 2) Personal Injury Protection (Florida no-fault) with full statutory limits. The policy shall also provide the County will be given a thirty (30) day written notice of cancellation or non-renewal.

C. **Workers' Compensation and Employers Liability:**

The Contractor shall maintain and, prior to commence of this contract, provide the County with evidence of workers' compensation insurance providing Florida statutory (F.S. 440) limits to cover all employees and include Employers Liability coverage with limits of not less than $500,000 for accidents or disease. The policy shall also provide the County will be given a thirty (30) day written notice of cancellation or non-renewal.

19. **DEFAULT; TERMINATION**

A. FOR CAUSE

If the Contractor fails to fulfill its obligations under this Contract in a timely and proper manner, the County shall have the right, but not the obligation, to terminate this Contract by giving written notice of any deficiency and by allowing the party in default seven (7) calendar days to correct the deficiency. If the Contractor fails to correct the deficiency within the seven calendar day period, this Contract shall terminate at the expiration of that time period.

With regard to the Contractor, the following items shall be considered a default under this Contract:

(1) If the Contractor should be adjudged bankrupt, or if he, or it, should make a general assignment for the benefit of his, or its, creditors, or if a receiver should be appointed on account of his, or its, insolvency.

(2) If the Contractor should refuse or fail, except in cases for which an extension of time is provided, to supply enough properly skilled workmen or proper material to meet the project schedule or if the Contractor should fail to make prompt payment for materials, or labor or other services entering into the Work.

(3) If the Contractor disregards laws, ordinances, or the instructions of the Project Manager or otherwise be guilty of a substantial violation of the provisions of the Contract.

(4) Fails to perform any of the terms of this Contract or performs work which fails to conform to the requirements of this Contract.

In the event of termination, the County may take possession of the premises and all materials, tools, and appliances, thereon and finish the Work by whatever method it may deem expedient. In such cases, the Contractor shall only be entitled to receive payment for Work satisfactorily completed prior to the termination date, subject to any setoffs due the County in completing the Project and for reimbursement of damages incurred. The County may take possession of and use any materials, plant, tools, equipment, and property of any kind furnished by Contractor to complete the Work. If the expense incurred by the County to finish the Work exceeds the unpaid balance on this Contract, the Contractor shall pay the difference to the County. The expense incurred by the County as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Project Manager. The Contractor shall be responsible for both liquidated damages attributable to delay and for excess completion costs. The liability of the Contractor and its surety or sureties for such damages and costs is joint and several. The obligations of the Contractor and his surety with respect to the warranty and maintenance shall remain in full force and effect for the portion of the Work completed by the Contractor and shall not expire until the expiration of the prescribed time period measured from the final acceptance of the project in its entirety. These clauses shall survive the termination of this Contract. If the County makes a determination pursuant to this Contract to hold the Contractor in default and terminate the Contract for cause and it is subsequently determined that any such determination was improper, unwarranted, or wrongful, then any such termination shall be deemed for all purposes as a termination without cause as described below. The Contractor agrees that it shall be entitled to no damages, allowances or expenses of any kind other than as provided in this Agreement in connection with such termination, and does expressly waive, in the event of termination, any and all claims for consequential damages, loss of bonding capacity, destruction of business, unabsorbed home office overhead, lost profit and the like.

B. TERMINATION FOR CONVENIENCE

Either party may terminate the Contract without cause at any time upon thirty (30) calendar days prior written notice to the other party. In the event of termination, the County shall compensate the Contractor for all authorized work satisfactorily and responsibly completed through the termination date. Upon such termination, the Contractor waives any claims for damages from the termination without cause, including without limitation, any and all consequential claims as set forth above, and as the sole right and remedy of the Contractor, the County shall compensate the Contractor for all authorized Work satisfactorily and responsibly completed through the termination date.

This Contract may be terminated, in whole or in part, without cause, in accordance with the terms specified herein; or, if none specified, the County may terminate this Contract in whole or in part, for any reason, with ten days' written notice to Contractor. In the event termination is exercised under this provision, Contractor will be compensated for work performed and accepted and goods accepted by the County as of the termination date. Contractor will also be compensated for any work performed by subcontractors and goods or supplies ordered which Contractor could not reasonably terminate. In no event shall Contractor be entitled to any other compensation on a termination without cause, including any lost profits or loss of opportunity.

C. SCRUTINIZED COMPANIES TERMINATION

The County may immediately terminate the Contract without cause at any time upon ascertaining that pursuant to § 287.135, Florida Statutes, a company is ineligible to, and may not, bid on, submit a

proposal for, or enter into or renew a contract with an agency or local government entity for goods or services if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, or at any time thereafter, the company: (1) is on the Scrutinized Companies that Boycott Israel List, created pursuant to § 215.4725, Florida Statutes, or is engaged in a boycott of Israel; (2) is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to § 215.473, Florida Statutes; or (3) is engaged in business operations in Cuba or Syria. Furthermore, the County may immediately terminate the Contract if it is determined that the company submitted a false certification stating that it was not (1) on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel; (2) was not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (3) or was not engaged in business operations in Cuba or Syria when in fact the company was engaged in such activities at the time of the bid or proposal, or at the time of entering into or renewing the Contract.

20. **NON DISCRIMINATION**

Contractor covenants and agrees that Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of the Contract with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex or physical handicaps (except where based on a bonafide occupational qualification); or because of marital status, race, color, religion, national origin or ancestry.

21. **E-VERIFY/ VERIFICATION OF EMPLOYMENT STATUS**

Effective as of January 1, 2021, as required by Section 448.095(2)(a), the Contractor and subcontractor shall register with and use the E-Verify System to verify the work authorization status of all newly hired employees. The County, Contractor, or subcontractor may not enter into a Contract unless each party to the Contract registers with and uses the E-Verify System. The Contractor shall provide documentation of their compliance of this requirement to the County upon request.

If the Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of this Contract.

The County will not intentionally award contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions of the Immigration and Nationality Act ("INA"). The County shall consider the employment by the Contractor of unauthorized aliens a violation of 8 U.S.C. Section 1324a(e) [Section 274A(e) of the INA]. The Contractor agrees that such violation by the Contractor shall be grounds for the unilateral cancellation of this Contract by the County.

22. **PRODUCTS OR MATERIALS WITH RECYCLED CONTENT**

Contractor is required to procure products or materials with recycled content with respect to Work performed or products supplied under the contract when those products or materials are available at reasonable prices. A decision to not procure such items must be based on a determination that such procurement:

a) Is not available within a reasonable period of time; or

b) Fails to meet the performance standards set forth in the applicable specifications or fails to meet the reasonable performance standards of the agency.

Contractor shall provide the County with a written statement indicating what recycled products were used or supplied. If a decision was made not to use recycled products, Contractor shall provide County with a written statement indicating the basis for the decision using the above criteria.

23. **FLORIDA PRODUCED LUMBER**

Where applicable Contractor agrees to comply with the provisions of Section 255.20, Florida Statutes, as may be amended from time to time.

24. **ASBESTOS-FREE MATERIALS**

Contractor shall not use any asbestos or asbestos-based fiber materials in the Work performed under this Contract.

25. **ASSIGNMENT**

The County reserves the right to freely assign this Contract. The Contractor, however, shall not assign this Contract to any other persons or firm without first obtaining County's written approval. In addition, the Contractor shall not have the right to assign any or all of its rights and interests under this agreement to any subsidiary or parent company, or any successor to its business through merger, consolidation, voluntary sale, or transfer of substantially all of its assets without the express written consent of the County. For purposes of this paragraph, a transfer of substantially all of its assets shall be deemed to occur when the owner(s) of more than 50% of the proprietary interest in the business entity transfer, other than between themselves, their immediate families or their heirs, such proprietary interest to another person, firm, partnership, corporation or business entity. Any attempt to effect an assignment without County's prior written consent shall be deemed a default subject to the remedies provided herein.

26. **NOTICES**

All notices, requests, consents, and other communications required or permitted under this Contract shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to:

As to County:
St. Lucie County Administrator
Administration Annex
2300 Virginia Avenue
Ft. Pierce, FL 34982

With a Copy To:
St. Lucie County Attorney
Administration Annex
2300 Virginia Avenue
Ft. Pierce, FL 34982

As to Contractor:
Bergeron Emergency Services, Inc.
Attn: Ronald M. Bergeron, Jr.
19612 SW 69th Place
Fort Lauderdale, Florida 33332
Phone: (954) 680-6100 ext. 223
Email: JOttilige@bergeroninc.com

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

27. **NON-WAIVER**

The rights of the parties under this Contract shall be cumulative and the failure of either party to exercise properly any rights given hereunder shall not operate to forfeit any of the said rights.

28. **CONFLICT OF INTEREST**

The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes and as may be amended from time to time. The Contractor further represents that no person having any interest shall be employed for said performance.

The Contractor shall promptly notify the County in writing by certified mail of all potential conflicts of interest prohibited by existing state law for any prospective business association, interest or other circumstance which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of Work that the Contractor may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion by certified mail within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the County shall so state in the notification and the Contractor shall, at his/her option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Contractor under the terms of this Contract.

29. **DISPUTE RESOLUTION**

Any disputes relating to interpretation of the terms of this Contact or a question of fact or arising under this Contract shall be resolved through good faith efforts upon the part of the Contractor and the County or its Project Manager. At all times, the Contractor shall carry on the work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the County or its representatives, pending a final resolution of the dispute, including, if necessary, any determination by a Court of competent jurisdiction. Any dispute which is not resolved by mutual

agreement shall be decided by the County Administrator who shall reduce the decision to writing. The decision of the County shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

30. **MEDIATION**

Prior to initiating any litigation concerning this Contract, the parties agree to submit the disputed issue or issues to a mediator for non-binding mediation. The parties shall agree on a mediator chosen from a list of certified mediators available from the Clerk of Court for St. Lucie County. The fee of the mediator shall be shared equally by the parties. To the extent allowed by law, the mediation process shall be confidential and the results of the mediation or any testimony or argument introduced at the mediation shall not be admissible as evidence in any subsequent proceeding concerning the disputed issue.

31. **ANTITRUST ASSIGNMENT**

The Contractor and the County and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida and local governments. Therefore, the Contractor assigns to the State of Florida and the County any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

32. **INTERPRETATION; VENUE**

This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Contract may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Contract shall be interpreted as a whole unit and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this Contract, venue shall be exclusively in the Nineteenth Judicial Circuit for St. Lucie County, Florida, for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

33. **CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

If the Contractor intends to subcontract any portion of the Services covered by this Agreement, the Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

34. **DAVIS-BACON ACT**

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and
(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis–Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis–Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers

and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal awarding agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal awarding agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 C.F.R. 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the federal awarding agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the federal awarding agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this

section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 C.F.R. part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 C.F.R. part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the federal awarding agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. 5.12.

(4) Apprentices and trainees—

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program,

who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 C.F.R. 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 C.F.R. part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 C.F.R. 5.5(a)(1) through (10) and such other clauses as the federal awarding agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 C.F.R. 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 C.F.R. 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 C.F.R. 5.12.

(8) Compliance with Davis–Bacon and Related Act requirements. All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 C.F.R. parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 C.F.R. 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis–Bacon Act or 29 C.F.R. 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

35. **COPELAND ANTI-KICKBACK ACT**

(i) Contractor. The contractor shall comply with 18 U.S.C. § 874,40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

(ii) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the federal awarding agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(iii) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as contractor and subcontractor as provided in 29 C.F.R. § 5.12.

36. **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Contract, Contractor agrees as follows:

(i) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(iv) Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) Contractor will furnish all information and reports required by Executive Order 11246 of September

24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States. The County further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

The County agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractor and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The County further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with Contractors debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the County agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the County under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such State; and refer the case to the Department of Justice for appropriate legal proceedings.

37. **CONTRACTING WORK HOURS AND SAFETY STANDARDS ACT**

(A) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(B) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

(C) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor or any other federally- assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

38. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

Any discovery or invention that arises during the course of the Contract shall be reported to the County. Contractor must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the federal awarding agency.

39. **CONTRACTING COMPLIANCE WITH CLEAN AIR AND CLEAN WATER ACT**

A. COMPLIANCE WITH CLEAN AIR ACT

(i) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(ii) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State Recipient, the federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.

(iii) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by the Federal Government.

B. COMPLIANCE WITH CLEAN WATER ACT

(i) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

(ii) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State Recipient, the federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.

(iii) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by the Federal Government.

40. **SUSPENSION AND DEBARMENT**

Federal regulations restrict the County from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. The Contractor can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

(A) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(B) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(C) This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to FDEM and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(D) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C during the term of this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

41. **BYRD ANTI-LOBBYING AMENDMENT**

By executing this Contract, Contractor makes the certification below, which is found at APPENDIX A, 44 C.F.R. PART 18. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(iii) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

42. **PROCUREMENT OF RECOVERED MATERIALS**

(i) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;

2. Meeting contract performance requirements; or

3. At a reasonable price.

(ii) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

(iii) Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

43. **REMEDIES**

If any work performed by the Contractor fails to meet the requirements of the Contract, any other applicable standards, codes or laws, or otherwise breaches the Contract, the County may exercise any remedies provided in the original Contract to which this addendum is made a part; or, if none specified, the County may in its sole discretion:

(i) elect to have Contractor re-perform or cause to be re-performed at Contractor's sole expense, any of the work which failed to meet the requirements of the Contract;

(ii) hire another Contractor to perform the work and deduct any additional costs incurred by the County as a result of substituting Contractors from any amounts due to Contractor; or

(iii) pursue and obtain any and all other available legal or equitable remedies.

This Section shall in no way be interpreted to limit the County's right to pursue and obtain any and all other available legal or equitable remedies against Contractor.

44. **DOMESTIC PREFERENCE REQUIREMENTS**

As appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this paragraph must be included in all subcontracts and purchase orders for work or products under this Contract. For purposes of this paragraph:

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

45. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

(i) As used in this paragraph, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services as used in this paragraph—

(ii) Prohibitions

1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

2. Unless an exception in this paragraph applies, Contractor and its Subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the federal government to:

   A. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

   B. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

   C. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

   D. Provide, as part of its performance of this Contract, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(iii) Exceptions

1. This paragraph does not prohibit Contractor from providing—

   A. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

B. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

2. By necessary implication and regulation, the prohibitions also do not apply to:
   A. Covered telecommunications equipment or services that:
      - Are not used as a substantial or essential component of any system; and
      - Are not used as critical technology of any system.
      - Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(iv) Reporting requirement

1. In the event Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during performance of the Services set forth in this Contract, or Contractor is notified of such by a Subcontractor at any tier or by any other source, Contractor shall report the information in the manner stated below to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

2. Contractor shall report the following information pursuant to this paragraph:

   A. Within one business day from the date of such identification or notification: The Contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

   B. Within 10 business days of submitting the information above: Any further available information about mitigation actions undertaken or recommended. In addition, Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(v) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (E), in all subcontracts and other contractual instruments.

46. **CHANGES**

Any changes to the scope of work, price, or schedule shall be in writing and agreed to by Parties.

47. **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

This is an acknowledgement that federal financial assistance will be used to fund the Contract, in whole or in part. Contractor will comply will all applicable federal law, regulations, executive orders, federal awarding agency policies, procedures, and directives.

48. **LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS**

The Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

49. **DHS SEAL, LOGO AND FLAGS**

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

50. **NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the County, Contractor, or any other party pertaining to any matter resulting from the contract.

51. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

52. **SAFE WORKING ENVIRONMENT**

The Contractor must at all time provide a safe working environment, including properly constructed monitoring towers.

Loading site monitors shall be responsible for checking the area for safety considerations, such as downed power lines, children playing in the area, traffic control needs, and safe operation of trucks and equipment; implementing all safety requirements; performing a pre-work inspection of debris collection areas before loading to identify the location of covered utility meters, transformers, fire hydrants, mail boxes, etc., as a baseline to account for any collateral damage as a result of the debris removal operation; and ensuring that debris loads are contained properly before leaving the loading area.

Tower and site monitors shall be responsible for checking the area for safety considerations, such as downed power lines, children playing in the area, traffic control needs, and safe operation of trucks and equipment; and implementing all safety requirements.

Field supervisors shall be responsible for being familiar with, maintaining, and implementing all safety requirements.

53. **LOAD TICKET SYSTEM REQUIREMENTS**

The Contractor must employ the use of a load ticket system that complies with FEMA requirements. Load tickets prepared by loading site monitors must include the following information:

- Contract number (identified by a number or name)
- Prime contractor's name
- Date
- Truck number
- Truck driver's name
- Description of the debris (Vegetation, Construction & Demolition Debris, White Goods, Household Hazardous Waste)
- Load location (GPS or address preferred)
- Loading date/time (departure from collection location)
- Loading Site Monitor name/signature

Load tickets prepared by tower or site monitors must include the following information:

- Truck capacity in cubic yards or tons
- Load size, either cubic yards (percent of capacity) or tons
- Unloading location
- Unloading date/time (arrival at disposal site)
- Tower/Site Monitor name/signature

54. **QUALIFICATIONS OF MONITORS AND STAFF**

The Contractor shall utilize only monitors that are trained and possess skills adequate to fulfill their duties. Labor rates paid to monitors shall be commensurate with skill level required by the job function. Professional engineers and professional qualifications are not required to perform debris monitoring duties. The Contractor must ensure its staff is familiar with FEMA debris removal eligibility criteria.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement in counterparts each of which shall be treated as an original upon the terms and conditions above stated.

ATTEST:

Vera Smith

DEPUTY CLERK

COUNTY COMMISSIONERS * ST. LUCIE COUNTY, FLORIDA *

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: _____

CHAIR

APPROVED AS TO FORM AND CORRECTNESS:

_____

COUNTY ATTORNEY

WITNESSES:

(1)_____

(2) Christy Fink

BERGERON EMERGENCY SERVICES, INC.

BY: _____

PRINT NAME: ~~Chri~~ Ronald M. Bergeron, Jr.

TITLE: President

1. REQUIRED FORMS

1.1 Form #1 Proposer Information and Authorized Signature

FORM #1 PROPOSER INFORMATION AND AUTHORIZED SIGNATURE

Proposer (Company) Name: Bergeron Emergency Services, Inc.

F.E.I.N. or Social Security Number: 65-1274968

Mailing Address: 19612 SW 69th Place

City, State, Zip: Fort Lauderdale, Florida 33332

Telephone Number: 954.680.6100, Ext 223 Fax Number: 866.757.7656

E-mail Address jottilige@bergeroninc.com

Type of Entity: ☑ Corporation ☐ Partnership ☐ Proprietorship ☐ Joint Venture ☐ Other

State of Incorporation: Florida Year of Incorporation: 2006

This Proposal is hereby submitted by the above-named entity ("Proposer") to St. Lucie County, Florida 20-033 for Emergency Debris Removal Services ("RFP"), having examined the solicitation and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies; and to provide the service in accordance with the terms and specifications set forth in the RFP at the prices provided in this Proposal. The prices in this Proposal will remain firm for a period of up to 90 days in order to allow the County adequate time to evaluate the Proposal. These prices are to cover all expenses incurred in performing the work required under the awarded contract, of which this RFP and Proposal is a part.

Proposer accepts all of the terms and conditions of the RFP. Proposer understands that a background investigation may be conducted by the County prior to award. Proposer hereby agrees to commence work under contract on or before a date to be specified in a written "Notice to Proceed" of the County.

Proposer has examined and carefully studied the Solicitation Documents and the following addendum receipt of which is hereby acknowledged:

No. 1 Dated: 4/7/2021 No. _____ Dated: _____

No. _____ Dated: _____ No. _____ Dated: _____

Proposer certifies that all information contained in this Proposal is truthful to the best of the undersigned's knowledge and belief. Undersigned certifies that it is duly authorized to submit this Proposal on behalf of the Proposer as its act and deed and that the Proposer is ready, willing, and able to perform if awarded the contract.

Authorized Signature (original, in ink): _____

Type or Printed Name: Brian Thomason

Title: Vice President of Operations

1.2 Form #2 Non-Collusion Affidavit

FORM #2 NON-COLLUSION AFFIDAVIT

STATE OF Florida;
COUNTY OF Broward;

Brian Thomason being first duly sworn, deposes and says that:

1. The undersigned is the Vice President of Operations (Owner, Partner, Officer, Representative or Agent) of Bergeron Emergency Services, Inc (PROPOSER).

2. PROPOSER is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Bid;

3. Such Proposal is genuine and is not a collusive or sham proposal;

4. Neither the said PROPOSER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other PROPOSER, firm, or person to submit a collusive or sham proposal in connection with the Contract for which the attached Proposal has been submitted; or to refrain from responding to the RFP in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any PROPOSER, firm, or person to fix the price or prices in the attached Proposal or any other PROPOSER, or to fix any overhead, profit, or cost element of the pricing or the pricing of any other proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against COUNTY, or any person interested in the proposed Contract;

5. The price of items quoted in the attached Proposal are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any other of its agents, representatives, owners, employees or parties in interest.

By: _____

Sworn to and subscribed before me on this 12 day of April, 2020 by Brian Thomason, Vice President of Operations who ☑ is personally known to me or who ☐ has presented the following type of identification: _____.

Signature of Notary Public, State of Florida	Notary seal (stamped in black ink) OR printed, typed or stamped name of Notary and Commission Number
	GAIL FRIEDRICH NOTARY PUBLIC Comm. # HH 058919 Feb 4, 2025 STATE OF FLORIDA

1.3 Form #3 Corporate Resolution

FORM #3 CORPORATE RESOLUTION

I, Phil DeSai, Secretary of Bergeron Emergency Services, Inc., a Corporation organized and existing under the laws of the State of Florida, hereby certify that at a meeting of the Board of Directors of the Corporation duly called and held on April, 15th, 2015 at which a quorum was present and acting throughout, the following resolutions were adopted and are now in full force effect:

RESOLVED that the following individuals of this corporation are authorized to execute on behalf of this corporation, a Proposal to and Agreement with St. Lucie County, Florida for the provision of Emergency Debris Removal Services.

I further certify that the names of the officers of this corporation and any other persons authorized to act under this resolution and their official signatures are as follows:

NAME	TITLE	OFFICIAL SIGNATURE
Ronald M. Bergeron, Jr.	Owner/Founder/President	
Brian L. Thomason	Vice President of Operatrions	
Jason Ottilige	Operations Manager	

IN WITNESS THEREOF, I have hereunto subscribed my name as Secretary and affixed the seal of the corporation this 12th day of April, 2021

1.4 Form #4 Confirmation of Drug-Free Workplace

FORM #4 CONFIRMATION OF DRUG-FREE WORKPLACE

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087 Florida Statutes). In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or Contractual services that are under Bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contenders to, any violation of Chapter 893 Florida Statutes or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after the conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature of Proposer's Authorized Representative

Brian Thomason, Vice President

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1.5 Form #5 Public Entity Crime Affidavit

FORM #5 PUBLIC ENTITY CRIME AFFIDAVIT

Any person submitting a quote, bid or proposal in response to this invitation must execute the enclosed form PUR. 7069, SWORN STATEMENT UNDER SECTION 287.133 (3)(A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with his quote, bid or proposal. If you are submitting a quote, bid, or proposal on behalf of dealers or suppliers who will ship commodities and receive payment from the resulting contract, it is your responsibility to see that copy (s) of the form are executed by them and are included in your quote, bid or proposal. Corrections to the form will not be allowed after the quote, bid or proposal opening time and date. Failure to complete this form in every detail and submit it with your quote, bid or proposal may result in immediate disqualification of your bid or proposal.

The 1988 Florida Legislature passed Senate Bill 458 creating Sec. 287, 132-133, Florida Statutes, effective 7-1-89. Sec. 287.132 (3)(d), Florida Statutes requires the Florida Department of General Services to maintain and make available to other political entities a "convicted vendor" list consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. A public entity crime is described by Sec. 287.133, Florida Statute as a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or with an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

By law no public entity shall accept any bid from, award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statute for category two (currently $10,000) with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133 (3)(f), Florida Statute.

The attached statement or affidavit will be the form to be utilized and must be properly signed in the presence of a notary public or other officer authorized to administer oaths and properly executed.

The inclusion of the sworn statement or affidavit shall be submitted concurrently with your bid documents. Non-inclusion of this document may necessitate rejection of your bid.

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FORM #5 PUBLIC ENTITY CRIME AFFIDAVIT

agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133 (1)(e), FLORIDA STATUTES, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

8. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

[✓] Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

[ ] The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND, (Please indicate which additional statement applies.)

[ ] There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

[ ] The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

[ ] The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

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~~FORM #5~~ PUBLIC ENTITY CRIME AFFIDAVIT

Signature

Sworn to and subscribed before me on this 12 day of April, 20 21
by Brian Thomason, Vice President of Operations who ☑ is personally known to me or who ☐ has presented the following type of identification: _____.

Signature of Notary Public, State of Florida	Notary seal (stamped in black ink) OR printed, typed or stamped name of Notary and Commission Number
	GAIL FRIEDRICH NOTARY PUBLIC Comm. # HH 058919 Feb 4, 2025 STATE OF FLORIDA

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1.6 Form #6 Hold Harmless and Indemnity Agreement

FORM #6 HOLD HARMLESS AND INDEMNITY AGREEMENT

Brian Thomason, Vice President of Operations , agrees through signing of this document by an authorized party or agent that the Proposer shall indemnify and hold harmless the County and its officers; and employees, from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers and employees may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Proposer and persons employed or utilized by the Proposer in the performance of the awarded contract. The Proposer shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The Proposer expressly understands and agrees that any insurance protection required by the awarded contract or otherwise provided by Proposer shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Signature of Proposer's Authorized Representative
Brian Thomaosn, Vice President of Operations

4/12/2021
Date

1.7 Form #7 Certification Regarding Debarment & Suspension

FORM #7 CERTIFICATION REGARDING DEBARMENT & SUSPENSION

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the CONTRACTOR (referred to herein as the "prospective lower tier participant") is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The

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FORM #7 CERTIFICATION REGARDING DEBARMENT & SUSPENSION

knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AN VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Bergeron Emergency Services, Inc.	21-037
CONTRACTOR Company Name	Contract Number
Brian Thomason	
Name	
Vice President of Operations	
Title	
	4/12/2021
Signature	Date

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1.8 Form #8 Anti-Lobbying Certification

FORM #8 ANTI-LOBBYING CERTIFICATION

CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Bergeron Emergency Services, Inc.
CONTRACTOR Name

Signature of Contractor's Authorized Official

Brian Thomason, Vice President of Operations
Name and Title of Contractor's Authorized Official

4/12/2021
Date

1.9 Form #9 Price Schedules 1 (Hourly) and 2 (Unit Rate)

FORM #9 SCHEDULE 1 – HOURLY LABOR, EQUIPMENT, AND MATERIAL PRICE SCHEDULE

Equipment Type with Operator Category	Estimated Hours	Hourly Labor Rate	Total Extended Price
Air Curtain Burner, Self-contained System	350	$325.00	$113,750.00
50' Bucket Truck	350	$225.00	$78,750.00
Crash Truck w/impact Attenuator	140	$350.00	$49,000.00
Dozer, Tracked, D3 or Equivalent	70	150.00	$10,500.00
Dozer, Tracked, D4 or Equivalent	140	165.00	$23,100.00
Dozer, Tracked, D5 or Equivalent	210	185.00	$38,850.00
Dozer, Tracked, D8 or Equivalent	210	275.00	$57,750.00
Dump Truck, 16 +/- CY	140	60.00	$8,400.00
Dump Truck, 20 +/- CY	210	75.00	$15,750.00
Dump Truck, 38 +/- CY	210	$115.00	$24,150.00
Generator, 5.5 kW, List kW Capacity	140	$150.00	$21,000.00
Generator, 200 kW, List kW Capacity	140	$375.00	$52,500.00
Generator, 2,500 kW, List kW Capacity	210	$550.00	$115,500.00
Light Plant with Fuel and Support	350	$80.00	$28,000.00
Grader w/12" Blade (Min. 30,000 LB)	70	175.00	$12,250.00
Hydraulic Excavator, 1.5 CY	140	$150.00	$21,000.00
Hydraulic Excavator, 2.5 CY	140	$175.00	$24,500.00
Knuckleboom Loader	350	$225.00	$78,750.00
Lowboy Trailer w/Tractor	140	$120.00	$16,800.00
Mobile Crane up to 15 ton	140	$275.00	$38,500.00
Pump, 95 HP (minimum 25' intake & 200' discharge to include fuel and support personnel)	70	$100.00	$7,000.00
Pump, 200 HP (minimum 25' intake & 200' discharge to include fuel and support personnel)	70	$150.00	$10,500.00
Pump, 650 HP (minimum 25' intake & 200' discharge to include fuel and support personnel)	70	$275.00	$19,250.00
Vac Truck (Mist Capacity), List capacity 1500 Gal	210	$275.00	$57,750.00

FORM #9 SCHEDULE 1 – HOURLY LABOR, EQUIPMENT, AND MATERIAL PRICE SCHEDULE

Pickup Truck, I ton	70	$45.00	$3,150.00
Skid-Steer Loader, 1,500 LB operating capacity (w/utility grapple)	140	$120.00	$16,800.00
Skid-Steer Loader, 2,500 LB operating capacity (w/utility grapple)	140	$130.00	$18,200.00
Compact Track Loader, 1,500 LB operating capacity (w/utility grapple)	140	$120.00	$16,800.00
Compact Track Loader, 2,500 LB operating capacity (w/utility grapple)	140	$130.00	$18,200.00
Tub Grinder, 800 to 1,000 HP	350	$575.00	$201,250.00
Hydraulic Excavator, 1.5 CY (w/thumb)	140	$150.00	$21,000.00
Hydraulic Excavator, 2.5 CY (w/thumb)	140	$175.00	$24,500.00
Truck, Flatbed	70	$75.00	$5,250.00
Articulated, Telescoping Scissor Lift for Tower, 15 HP/37 ft. Lift	350	$55.00	$19,250.00
Water Truck, 2,500 gal (Non-potable, dust control and pavement maintenance)	350	$100.00	$35,000.00
Wheel Loader, 3 CY, 152 HP	140	$150.00	$21,000.00
Wheel Loader, 4.0 CY, 200 HP	140	$175.00	$24,500.00
Wheel Loader, 1.5 CY, 95 HP	210	$125.00	$26,250.00
Equipment with Operator Grand Total Extended Price:			$1,374,450.00
Others not listed in labor category – Please list below			

Labor Category	Estimated Hours	Hourly Labor Rate	Total Extended Price
Operations Manager w/cell phone and ½ ton pick-up truck	70	$120.00	$8,400.00
Crew Foreman w/cell phone and one ton equipment truck w/small tools and miscellaneous supplies in support of crew	140	$90.00	$12,600.00

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FORM #9 SCHEDULE 1 – HOURLY LABOR, EQUIPMENT, AND MATERIAL PRICE SCHEDULE

Tree Climber/Chainsaw and gear	350	$90.00	$31,500.00
Laborer w/Chainsaw and gear	350	$39.00	$13,650.00
Laborer w/small tools, traffic control or flag person	350	$39.00	$13,650.00
Bonded and Certified Security Personnel	140	$55.00	$7,700.00
Labor Category Grand Total Extended Price:			$87,500.00
Others not listed in labor category – Please list below			

Crew Category	Estimated Hours	Hourly Labor Rate	Total Extended Price
Wheel Loader, 2.5 CY, 950 or Similar w/operator, Foreman with support vehicle and small equipment, Laborer w/chain saw and 2 laborers w/small tools	350	$325.00	$113,750.00
Crew Category Grand Total Extended Price:			$113,750.00
Others not listed in crew category – Please list below			

GRAND TOTAL OF SCHEDULE 1 (Total extended price of all 3 Categories)	$1,575,700.00

FORM #9 SCHEDULE 2 – UNIT RATE PRICE SCHEDULE

References for each category of work are to RFP Scope of Services Items 2-7.2 through 2-7.16. If a vendor elects to "No Bid" individual service offerings, its proposal may be considered non-responsive to the County.

2.7-2. Vegetative Debris Removal -- Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to a County approved debris management site (DMS) or County approved final disposal site.

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	100,000	$8.50	$850,000.00	$32.00
16 to 30 Miles	125,000	$9.00	$1,125,000.00	$36.00
31 to 60 Miles	75,000	$9.75	$731,250.00	$40.00
Greater than 60 Miles	50,000	$12.00	$600,000.00	$50.00

2-7.3. C&D Debris Removal – Work consists of the collection and transportation of eligible C&D on the ROW or public property to a County approved final disposal site.

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	15,000	$8.50	$127,500.00	$19.00
16 to 30 Miles	25,000	$9.00	$225,000.00	$24.00
31 to 60 Miles	25,000	$10.25	$256,250.00	$31.00
Greater than 60 Miles	15,000	$15.00	$225,000.00	$45.00

2-7.4. Demolition, Removal, Transport & Disposal of Non-RACM Structures – Work consists of the decommissioning, demolition and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a County approved final disposal site.

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	5,000	$21.00	$105,000.00	$65.00
16 to 30 Miles	10,000	$24.00	$240,000.00	$75.00

FORM #9 SCHEDULE 2 – UNIT RATE PRICE SCHEDULE

31 to 60 Miles	10,000	$31.00	$310,000.00	$90.00
Greater than 60 Miles	5,000	$39.00	$195,000.00	$120.00

2-7.5. Demolition, Removal, Transport & Disposal of RACM Structures – Work consists of the decommissioning, demolition and disposal of RACM structures on public or private property and hauling the resulting debris to a County approved final disposal site.

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	5,000	$24.00	$120,000.00	$70.00
16 to 30 Miles	10,000	$27.75	$277,500.00	$80.00
31 to 60 Miles	10,000	$37.00	$370,000.00	$105.00
Greater than 60 Miles	5,000	$44.00	$220,000.00	$150.00

2-7.6. DMS Operation and Reduction Through Grinding – Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through grinding. The costs associated with acquiring, preparing, leasing, renting, operating and remediating land used as DMS as reflected in this RFP.

	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
	175,000	$4.25	$743,750.00	$16.00

2-7.7. DMS Management & Reduction by Air Curtain Incineration – Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through air curtain incinerators. The costs associated with acquiring, preparing, leasing, renting, operating and remediating land used as DMS as reflected in this RFP.

	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
	175,000	$3.75	$656,250.00	$13.00

2-7.8. Haul-out of Reduced Debris to a County Approved Final Disposal Site – Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County approved final disposal site.

FORM #9 SCHEDULE 2 – UNIT RATE PRICE SCHEDULE

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	6,100	$5.25	$32,025.00	$20.00
16 to 30 Miles	9,100	$7.00	$63,700.00	$24.50
31 to 60 Miles	15,000	$9.50	$142,500.00	$28.75
Greater than 60 Miles	30,000	$12.00	$360,000.00	$36.50

2-7.9. Removal of Hazardous Trees and Hangers – Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Item 2, Vegetative Debris Removals

Diameter	Estimated Quantity	$ Per Tree	Total	
6 inch to 12.99 inch diameter	1,500	$75.00	$112,500.00	
13 inch to 24.99 inch diameter	1,000	$125.00	$125,000.00	
25 inch to 36.99 inch diameter	750	$175.00	$13,125.00	
37 inch to 48.99 inch diameter	300	$325.00	$9,750.00	
49 inch to larger diameter	100	$375.00	$3,750.00	
Hanger Removal (per Tree)	3,000	$90.00	$270,000.00	

2-7.10. Removal of Hazardous Stumps – Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to a County Approved DMS. Rate includes removal, backfill of stump hole, reduction and final disposal.

Diameter	Estimated Quantity	$ Per Stump	Total	
24.1 inch to 36.99 inch diameter	500	$275.00	$13,750.00	
37 inch to 48.99 inch diameter	250	$375.00	$93,750.00	
49 inch and larger diameter		$475.00	$475.00	

FORM #9 SCHEDULE 2 – UNIT RATE PRICE SCHEDULE

2-7.12. ROW White Goods Debris Removal – Work consists of the removal of eligible white goods from the ROW to a County approved DMS site or County approved facility for recycling. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible white goods from the County approved DMS to a County approved facility for recycling.

Type of Debris	Estimated Quantity	$ Per Unit	Total	
A/C Units, refrigerators and freezers requiring refrigerant recovery and decontamination	250	$120.00	$30,000.00	
Washers, dryers, stoves, ovens and hot water heaters	500	$55.00	$27,500.00	

2-7.13. Household Hazardous Waste Removal, Transport and Disposal – Work consists of the collection, transportation and disposal of household hazardous waste from the ROW to a County approved permitted hazardous waste facility or MSW type I landfill.

	Estimated Quantity	$ Per Pound	Total	
	10,000	$25.00	$250,000.00	

2-7.14. E-Waste Removal – Work consists of the recovery and disposal of televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.

	Estimated Quantity	$ Per Unit	Total	
	250	$35.00	$8,750.00	

2-7.15. Abandoned Vehicle Removal – Work consists of the removal and transport of eligible abandoned vehicles.

Type of Vehicle	Estimated Quantity	$ Per Unit	Total	
Passenger Car	50	$275.00	$13,750.00	
Single Axle	25	$375.00	$9,375.00	

FORM #9 SCHEDULE 2 – UNIT RATE PRICE SCHEDULE

Double Axle	25	$475.00	$11,875.00	
2-7.15. Abandoned Vessel Removal – Works consists of the removal and transport of eligible abandoned vessels.				
Length of Vessel	Estimated Quantity	$ Per Unit	Total	
Vessels less than 20 linear feet	75	$1,500.00	$112,500.00	
Vessels 21 linear feet or greater	50	$3,500.00	$175,000.00	
2-7.16. Dead Animal Carcasses – Work consists of the recovery and disposal of dead animal carcasses.				
	Estimated Quantity	$ Per Pound	Total	
	10,000	$7.00	$70,000.00	
GRAND TOTAL OF SCHEDULE 2		$9,326,575.00		

Bergeron Emergency Services, Inc.
CONTRACTOR Name

Signature of Contractor's Authorized Official

Brian Thomason, Vice President of Operations — 4/12/2021

Name and Title of Contractor's Authorized Official — Date

1.10 Addenda Any and all issued

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

ADDENDUM No. 1

RFP No. 21-037
Emergency Debris Removal

April 7, 2021

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project, and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

Attachment:

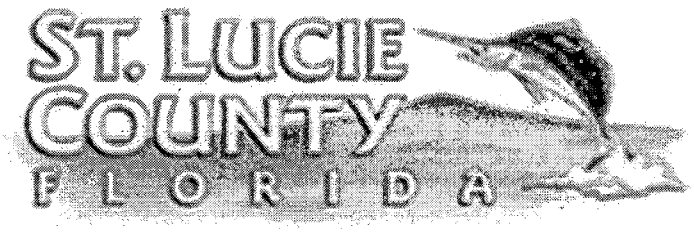
Questions/Answers

Please sign and return by e-mail to ciminod@stlucieco.org or fax to (772) 462-1704.

Name of Firm: Bergeron Emergency Services, Inc.

Signature: _____

Date: 4/12/2021



REQUEST FOR PROPOSALS

RFP No. 21-037
Emergency Debris Removal

Due Date: Wednesday, April 14, 2021
Due Time: 3:00 P.M.

ST. LUCIE COUNTY BOARD OF COUNTY COMMISSIONERS
PURCHASING DEPARTMENT
2300 VIRGINIA AVENUE
FORT PIERCE, FLORIDA 34982
P (772) 462-1700
F (772) 462-1704

ST. LUCIE COUNTY BOARD OF COUNTY COMMISSIONERS

LEGAL NOTICE

REQUEST FOR PROPOSAL (RFP)

RFP No. 21-037
Emergency Debris Removal

Sealed Proposals from qualified firms or individuals to provide emergency debris removal services as listed in Request for Proposal No. **21-037** will be received at the St. Lucie County Purchasing Department, 2300 Virginia Avenue, Room 228, Fort Pierce, Florida 34982, **until 3:00 p.m. Local Time, on Wednesday, April 14, 2021,** at which time this RFP will be publicly declared closed.

Proposal documents may be obtained via download from www.DemandStar.com or by contacting the Office of the Purchasing Department at 2300 Virginia Avenue, Room 228, Fort Pierce, Florida, 34982, (772) 462-1700.

Proposers may not withdraw their proposals for a period of 90 calendar days after the day set for the opening of Proposals.

St. Lucie County reserves the right to waive informalities, to reject any and all RFP submittals, and to accept any RFP submittals or any combination of RFP submittals, which in its sole judgment will best serve the public interest.

CAUTION: It is the bidder's/proposer's responsibility to ensure that bids/proposals are received in the Purchasing Department prior to the date and time specified above. Receipt of a bid/proposal in any other County office does not satisfy this requirement.

St. Lucie County is an Equal Opportunity/Affirmative Action Employer.

Publish Date: Sunday, March 7, 2021

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PART I: GENERAL INFORMATION

1-1 DEFINITIONS

For the purposes of this Request for Proposals ("RFP"), Proposer shall mean contractors, consultants, respondents, organizations, firms, or other persons submitting a response to this Request for Proposals.

1-2 INVITATION TO PROPOSE; PURPOSE

The Board of County Commissioners, St. Lucie County, Florida (the "Board") solicits proposals from responsible Proposers to provide emergency debris removal services.

1-3 ISSUING OFFICE AND LOCATION OF PROPOSAL OPENING

St. Lucie County Purchasing Department
Administration Annex, Room 228
2300 Virginia Avenue
Fort Pierce, Florida 34982

1-4 CONTRACT AWARDS

The Board anticipates entering into a contract with the Proposer who submits the proposal judged by the Board to be most advantageous. The Board reserves the right to award a contract to other than the lowest price offeror. The Board reserves the right to award more than one contract if in its best interest.

The Proposer understands that this RFP does not constitute an agreement or a contract with the Proposer. An official contract or agreement is not binding until proposals are reviewed and accepted by the Board and both the Board and the successful Proposer approve a written agreement or contract.

The Board reserves the right to reject all proposals, to waive any informalities, and to solicit and re-advertise for other proposals.

1-5 DEVELOPMENT COSTS

Neither the Board nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

1-6 INQUIRIES

The County will not respond to oral inquiries. Proposers may submit written inquiries for interpretation of this RFP to:

Desiree Cimino – Purchasing Manager
St. Lucie County Purchasing Department
Administration Annex, Room 228
2300 Virginia Avenue
Fort Pierce, Florida, 34982.
Fax Number: 772-462-1704
E-mail: **ciminod@stlucieco.org**

The County will respond to written inquiries as noted below.

The County will record its responses to inquiries and any supplemental instructions in the form of a written addendum. It will be the Proposers responsibility to make sure all addendums are received.

1-7 TIMETABLES

The Board and the Proposers shall adhere to the following schedule in all actions concerning this RFP.

A. On March 7, 2021, the Board issues the RFP.

B. From March 7, 2021 to April 7, 2021, the County will receive and answer inquiries received by e-mail at **ciminod@stlucieco.org**.

C. The County must receive the proposals by 3:00 PM on April 14, 2021.

D. From opening time, County staff will review and evaluate the proposals on a timely basis.

E. The Board may enter into a contract after conducting negotiations and obtaining appropriate approvals. The County will notify unsuccessful Proposers at this time.

1-8 DELAYS

The County may delay scheduled due dates if it is to the advantage of the County. The County will notify Proposers of all changes in scheduled due dates by written addenda.

1-9 PROPOSAL SUBMISSION AND WITHDRAWAL

The County will receive proposals at the following address:

St. Lucie County Purchasing Department
Administration Annex, Room 228
2300 Virginia Avenue
Fort Pierce, Florida 34982

To facilitate processing, please mark the outside of the envelope as follows:

"RFP No. 21-037 Emergency Debris Removal"

The envelope shall also include the Proposer's return address.

Proposers shall submit one unbound original (hardcopy), one electronic copy on flash drive and six bound hard copies of the proposal in a sealed, envelope, box, or container marked as noted above. The Proposer may submit the proposal in person or by mail.

The County must receive all proposals by 3:00 PM on April 14, 2021.

Due to the irregularity of mail service, the County cautions Proposers to assure actual delivery of proposals to the County prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (772) 462-1700 before proposal opening time. Proposals received after the established deadline will be returned unopened to the Proposer.

Proposers may withdraw their proposals by notifying the County in writing at any time prior to the opening. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity and provide a signed receipt for the proposal. Proposals, once opened, become the property of the County and will not be returned to the Proposers. Upon opening, proposals become "public records" and shall be subject to public disclosure in accordance with Chapter 119, Florida Statutes.

1-10 IRREGULARITIES; REJECTION OF PROPOSALS

Proposals not meeting stated minimum terms and qualifications may be rejected by the County as non-responsive or irregular. However, the County reserves the right to waive any irregularities, technicalities or informalities in any proposal. The County reserves the right to reject the Proposal of any Proposer in arrears or in default upon any debt or contract to the Board of County Commissioners of St. Lucie County or who have failed to perform faithfully any previous contract with the County or with other governmental jurisdictions.

1-11 ADDENDA

If revisions become necessary, the County will post written addenda on www.DemandStar.com at least five days prior to the opening date to all Proposers who receive the RFP.

1-12 EQUAL OPPORTUNITY

The County recognizes fair and open competition as a basic tenet of public procurement and encourages participation by small and minority businesses, women's business enterprises, and labor area surplus firms (as listed by the U.S. Department of Labor at https://www.doleta.gov/programs/lsa.cfm). The County requests these businesses to submit evidence of such classification with their proposals.

1-13 ORAL PRESENTATION

At its discretion, the County may require any Proposer to make an oral presentation of the proposal. These presentations provide an opportunity for the Proposer to clarify the proposal for the County. The County will schedule any such presentations.

1-14 INSURANCE

The Proposer, if awarded a contract, shall maintain insurance coverage reflecting the minimum amounts and conditions required by the County.

1-15 LOBBYIST DISCLOSURE REQUIREMENT

Pursuant to Article IV of Chapter 1-2 of the Code of Ordinances of St. Lucie County, Florida, any professional consultant who utilizes the services of a lobbyist as defined in Section 1-2-62 is required to make full disclosure with the Clerk of the Board prior or concurrently with the submission of a proposal to the Board for the performance of any services for the Board. Such disclosure shall include the following:

A. The name of any lobbyist employed directly or indirectly by the consultant for the purpose of influencing or attempting to influence the selection of the professional consultant by the Board.

B. The name and address of the lobbyist.

C. The length of such agreement, contract or understanding and the amount of any fee, gratuity, compensation or consideration paid or promised to be paid to the lobbyist either before or after hiring whether or not same is set out as compensation for the lobbying or is for other services. The disclosure shall be filed with the Clerk on forms provided by the Board and such records shall be open to the public.

Further, contractors that apply or bid for an award of $100,000 or more that may be funded in whole or in part with Federal funds must also submit the anti-lobbying certification attached hereto as Form #8.

1-16 FEASIBILITY STUDIES

The County has established a policy that any professional consultant that contracts with the County as an advisor as to the feasibility of any County capital project, shall not be eligible to participate in any future design work on that project that might become necessary as a result of the consultant's advice. The Board of County Commissioners (the "Board") may determine to waive this policy by majority vote if the Board determines that there is a compelling reason to waive the policy.

1-17 FUNDING

The County intends to seek reimbursement for the costs of the contract from the Federal Emergency Management Agency (FEMA). Accordingly, the contractor will be required to comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

PART II: SCOPE OF WORK

2-1 INTRODUCTION

St. Lucie County Board of County Commissioners is seeking proposals from qualified firms to provide professional services for the collection and disposal of disaster debris collection activities for the County. The Contractor is expected to be extremely knowledgeable in Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) regulations, guidelines and operating policies. The Contractor will advise and support the County during a disaster recovery effort and will be responsible for the overall collection and disposal of debris. This will include services to remove, process and lawfully dispose of disaster generated debris (other than hazardous materials and household putrescible garbage) from public property and public right of way in St. Lucie County in response to an emergency event such as, but not limited to, hurricane, tornadoes, flooding, fires or other natural or manmade disaster(s). The Contractor shall coordinate with the County's current disaster debris monitor consultant(s) and the County to insure a compliant, well-managed and organized approach to debris collection and disposal.

The purpose of this Request for Proposal (RFP) is to put in place an indefinite delivery/quantity agreement for the collection and disposal management and support services based upon the specifications detailed herein. Work authorizations will be issued against the Agreement, as necessary to complete work.

2-2 ST. LUCIE COUNTY BACKGROUND

St. Lucie County is located on the Atlantic Coast of Florida between Martin County to the south and Indian River County to the north. St. Lucie County covers a total area of 688.10 square miles of which 575.5 square miles is land and 115.6 square miles is water area. The county encompasses the incorporated cities of Port St. Lucie and St. Lucie Village and the City of Ft. Pierce (county seat).

The entire county had a large growth rate over the last 50 years, growing from a population of 50,836 in 1970 to 344,041 in 2020. The population of the unincorporated areas of the County is 71,620.

2-3 PROJECT INTENT

The Scope of Work is an integrated part of the Contract Documents and as such will not stand alone if used independently. The intent of these documents is to set forth requirements of performance. It is also intended to include all labor and materials, equipment, tools and transportation necessary for the proper execution of the Work, to require new material and equipment unless otherwise indicated, and to require complete performance of the Work in spite of omission of specific reference to any minor component part and to include all items necessary for the proper execution and completion of the Work by the Contractor.

Performance by the Contractor shall be required only to the extent consistent with these documents and reasonably inferable from them as being necessary to produce the intended results.

The Scope of Work is to be used as a general guide and is not intended to be a complete list of all work necessary to complete the project. The successful Contractor shall have broad experience in the areas of providing the collection and disposal of disaster debris, and any additional or required tasks, as deemed necessary to complete the project successfully.

The scope of work performed by the Contractor shall adhere and be followed in accordance with the guidelines set forth within the most current version of FEMA's Public Assistance Program and Policy Guide, FP-104-009-2 (the "PAPPG") (as of this writing the current version is version 4.0, published June 1, 2020). The PAPPG supersedes FEMA 321 / Public Assistance Policy Digest, FEMA 322 / Public Assistance Guide, and FEMA 325 / Public Assistance Debris Management Guide, although Contractor may still consult these resources for general guidance. The collection, removal, and disposal of debris work requires that workers are performing eligible work in accordance with any public assistance guidelines including but not limited to Federal, State and Local regulations.

The purpose of this solicitation is to establish one or more contracts to provide services to remove, process, and lawfully dispose of disaster generated debris (other than hazardous materials and household putrescible garbage) from public property and public right of way in St. Lucie County, Florida in response to an emergency event such as, but not limited to, hurricane(s), tornadoes, flooding, fire or other natural or manmade disaster(s). The County is seeking proposals from highly qualified Vendor(s) with experience in the specialized management of disaster response labor for the removal of debris along with the preparation, response, recovery and mitigation phases of any emergency or disaster. Vendors must have the capability and ability to rapidly respond to wide scale debris volumes typically produced in hurricanes, tornadoes and other disaster types as well as small scale debris volumes.

The Vendor must handle debris management activities in St. Lucie County in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Health (FDH), Natural Resources Conservation Services (NRCS), and the Florida Department of Environmental Protection (FDEP) in conjunction with the County's needs. The Vendor shall have an excellent understanding of the documentation involved for the reimbursement from FEMA, FHWA, or Other Federal Agencies, and the State relief programs to make the process of cost recovery efficient and accurate. The processes and documentation required will be in strict compliance with FEMA, FHWA, or Other Federal Agencies, and other State relief programs regulations regarding eligibility.

Contracts must meet rules for Federal grants, as provided for in Title 2 Code of Federal Regulations (CFR) Part 200, (§ 200.317-200.327, Procurement Standards) in order to be eligible for reimbursement under the Public Assistance Program.

NOTE: This solicitation is not a request for Emergency Debris Monitoring Services. The County currently has separate contracts to provide that service. This RFP is specifically for Emergency Debris Removal Services. Vendors shall not include proposals that include Debris Monitoring Services. One or more Vendor(s) may be selected to provide differing elements or levels of scope of work in accordance with the capabilities and extent of involvement each respondent proposes. Contracts issued resulting from this RFP shall only be activated in the event of a declared emergency. There is no guarantee any contract resulting from this RFP will be activated or any work will be performed.

Scope of services under this contract includes, but is not limited to:

2-4 DELIVERY AND COMPLETION OF WORK FROM THE DATE OF THE NOTICE TO PROCEED

The County will issue the official Notice to Proceed for the services referenced in this RFP and resulting contract. The Notice to Proceed shall be sent via facsimile, mail, or email. Under no circumstances shall the County be liable for any services rendered unless the written Notice to Proceed has been sent and received by the Vendor(s). The Vendor(s) must acknowledge receipt of the written Notice to Proceed. Time for completion may be considered a factor in determining the vendor to whom a Notice to Proceed will be made.

Upon Notice to Proceed and mobilization, the Vendor shall provide the County with a reasonable time frame in which the work will be completed. The County will use the Vendor's estimate to develop a period of performance for work to be completed. This period of performance may be adjusted at the County's discretion. All work shall be performed in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the vendor(s), except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the original completion date so that a revised delivery schedule can be appropriately considered by the County.

Should the vendor(s) to whom the contract(s) is awarded fail to complete the work within the number of days as stated in its offer, it is hereby agreed and understood that the County reserves the authority to cancel the contract with the vendor and to secure the services of another vendor to complete the work. If the County exercises this authority, the County shall be responsible for reimbursing the vendor for work which was completed and found acceptable to the County in accordance with the contract specifications. The County may, at its option, demand payment from the vendor, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the County as a result of having to secure the services of another vendor. If the incumbent vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

2-5 PROTECTION OF PROPERTY

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest shall be protected against damage or interrupted services at all times by the vendor during the term of the contract; and the vendor shall be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the vendor's operation on the property. In the event the vendor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the vendor.

2-6 TERMS AND DEFINITIONS

Definitions are provided for those terms listed below.

a. **Authorized Representative** – County employees and/or contracted individuals designated by the County or County Debris Manager to take actions as described in this RFP and the resulting Contract.

b. **Chipping or Mulching** – see Grinding.

c. **Cleanup Crew** – A group of individuals and/or an individual employed by the Debris Removal Vendor to collect disaster debris.

d. **Construction and Demolition Debris (C&D)** – FEMA's PAPPG defines eligible construction and demolition (C&D) debris as components of buildings and structures, such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and other floor coverings, window coverings, pipe, concrete, asphalt, equipment, furnishings, and fixtures. (Note: This definition of C&D is for disaster recovery purposes and is not the same definition commonly used in other solid waste documents, such as FDEP Chapter 62-701.) Current eligibility criteria include:

e. **County** – St. Lucie County, Florida

f. **County Approved Final Disposal Site** – a final disposal location approved in writing by the County.

g. **County Debris Manager** – The County will designate a County Debris Manager, who will lead the debris removal process and provide general oversight for all phases of debris removal operations within the County.

h. **Debris** – Items and materials broken, destroyed or displaced by a natural or man-made federally declared disaster. Examples of debris include, but are not limited to: vegetative debris, construction and demolition debris, and personal property.

i. **Debris Clearance** – Clearing roads by pushing debris to the roadside in order to accommodate emergency traffic.

j. **Debris Management Site (DMS)** – A location to temporarily store, reduce, segregate and/or process debris before it is hauled to a final disposal site. May also be referred to as a Temporary Debris Storage and Reduction Site (TDSR Site) or Temporary Debris Staging and Processing Facility (TDSPF).

k. **Debris Monitoring** – Actions taken by the County in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for Federal or State grant reimbursement.

l. **Debris Removal** – Picking up debris and taking it to a debris management site, composting facility, recycling facility, permanent landfill, or other reuse or end-use facility.

m. **Demobilization** – Following the completion of services provided under the resulting contract, the Vendor will remove all equipment, supplies and other associated materials involved in the services provided to the County. The Vendor will leave all sites utilized clean and restored to the original state as approved by the County and verified through soil and groundwater samples.

n. **Demolition** – The act or process of reducing a structure, as defined by the State of Florida or local code, to a collapsed state. It contrasts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse.

o. **Designated Area** – Generally bounded by the County line and includes public property and rights-of-way within the unincorporated areas of the County that was directly affected by a debris-generating event.

p. **Disaster Specific Guidance** – Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to, along with their numerical identification.

q. **Eligible** – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Notice to Proceed is issued and executed by the County to the Vendor) of

the Public Assistance grant program and FEMA's PAPPG and all current FEMA fact sheets, guidance documents, and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency during the course of a debris removal project. Generally, eligible work is:

- Required as a result of the declared incident;
- Located within the designated area; and
- The legal responsibility of the County.

r. **Emergency Debris Clearance** - The initial debris clearance activity necessary to eliminate life and safety threats (i.e., clearing roads).

s. **Emergency Relief Program** – Provides for the funding of emergency roadway clearing and first pass disaster debris removal on federal aid highways.

t. **E-Waste** – End of life electronics, typically televisions, computers and related components.

u. **FEMA Public Assistance Program and Policy Guide (PAPPG)** – FEMA's comprehensive guidance regarding the policy and program administration of the Public Assistance Program, including eligibility requirements and rules related to disaster debris removal.

v. **FEMA Publication 325 Debris Management Guide** – This publication has been superseded by the PAPPG, but may still be referred to as a reference. It is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non-reimbursable expenses.

w. **Field Inspector** – See Monitor.

x. **Garbage** – Waste that is regularly collected through the County's normal waste collection methods. Includes all putrescible or non-putrescible wastes such as but not limited to, plastics, paper, cardboard, kitchen and table food waste, and animal, vegetative, food or any organic waste that is a result or residential or commercial activities.

y. **Grinding** – Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.

z. **Hangers** – A hanger is a broken limb or branch. The current eligibility requirements for removal of a hanger according to FEMA's PAPPG are:

- The limbs or branches must be greater than two inches in diameter, measured at the point of break; and

- The limbs or branches must post an immediate threat, e.g., hanging over improved property or public-use areas, such as trails, sidewalks, or playgrounds.

FEMA does not fund removal of broken limbs or branches located on private property unless:

- The limbs or branches extend over the public ROW;
- The limbs or branches pose an immediate threat; and
- The hazard is removed from the public ROW (without entering private property).

Only the minimum cut necessary to remove the hazard is eligible. For example, cutting a branch at the trunk is not eligible if the threat can be eliminated by cutting it at the closest main branch junction.

aa. **Hazardous Stump** – a tree stump that has 50% of the root-ball exposed. Removal of the stump and filling the root-ball hole is eligible. If grinding the stump in-place is less costly than extraction, grinding the stump in-place is eligible.

FEMA only reimburses contracted stump removal on a per-stump basis if:

- The stump is 2 feet or larger in diameter measured 2 feet above the ground; and
- Extraction is required as part of the removal.

The price for stump removal must include extraction, transport, disposal, and filling the root-ball hole.

bb. **Hazardous Tree** – FEMA considers incident-damaged trees to be hazardous and eligible if the tree has a diameter of 6 inches or greater measured 4.5 feet above ground level, and the tree:

- Has a split trunk;
- Has a broken canopy; or
- Is leaning at an angle greater than 30 degrees.

For trees that have 50 percent or more of the root-ball exposed, removal of the tree and root-ball and filling the root-ball hole are eligible. For contracted removal of a tree with a root-ball, FEMA will not reimburse two separate unit costs to remove the tree and its root-ball. For trees that have less than 50 percent of the root-ball exposed, FEMA only provides PA funding to flush cut the item at ground level and dispose of the cut portion based on volume or weight. Grinding any residual stump after cutting the tree is not eligible.

cc. **Hazardous Waste** – Waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and

Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at least one of the following four characteristics: ignitability, corrosively, reactivity or toxicity.

dd. **Hold Harmless** – Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage or other liability incurred as a result of a particular action or transaction.

ee. **Household Hazardous Waste (HHW)** –a hazardous product or material used and disposed of by residential consumers, rather than commercial or industrial consumers. HHW includes some paints, stains, varnishes, solvents, pesticides, and other products or materials containing volatile chemicals that catch fire, react, or explode under certain circumstances, or that are corrosive or toxic. HHW mixed with other debris types will contaminate the entire load, which necessitates special disposal methods. The overall cost of debris disposal can escalate quickly if HHW collection and disposal is not planned and executed with care.

The collection of commercial disaster related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected in the County with written authorization by the County Debris Manager. The disposal of all hazardous waste must be in accordance with all rules and regulations of local, state and federal regulatory agencies.

ff. **Monitor** – Person that observes day-to-day operations of debris removal crews to ensure they are performing eligible work, meeting the County's expectations and contractual requirements and are in compliance with all applicable Federal, State and local regulations. May also be referred to as a "Field Inspector"

gg. **Recycling** – The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.

hh. **Refrigerant** – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.

ii. **Right of Entry** – As used by FEMA, the document by which a property owner confers to an eligible applicant or its Vendor or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.

jj. **Right-of-Way** – The portions of land over which facilities such as highways, railroads or power lines are built. It includes land on both sides of the facility up to the private property line.

kk. **Scale/Weigh Station** – A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.

ll. **Temporary Debris Staging and Processing Facility (TDSPF)** – Site for the staging and processing of collected debris prior to final disposal. May also be referred to as a Debris Management Site (DMS).

mm. **Temporary Debris Storage and Reduction Site (TDSR)** – Site designated by the County for the storage and reduction of disaster related debris.

nn. **Tipping Fee** – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.

oo. **United States Army Corps of Engineers (USACE)** – A component of the United States Army responsible for constructing and maintaining military installations and other government-owned and controlled facilities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.

pp. **Vegetative Debris** – Vegetative debris includes whole trees, stumps, trunks, branches, limbs, and other leafy material. Eligible vegetative debris may include tree limbs, branches, stumps, or trees that are still in place, but damaged to the extent they pose an immediate threat. These items are not eligible if the hazard existed prior to the incident, or if the item is in a natural area and does not extend over improved property or public-use areas, such as trails, sidewalks, or playgrounds. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers.

qq. **Vendor** – the term "Vendor" as used herein, refers to the vendor(s) selected to conduct debris removal operations per the terms of the contract. The term includes primary vendor(s), subcontractors, and individual crews.

rr. **White Goods** – White goods are defined as discarded household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, dryers, and water heaters. Many white goods contain ozone depleting refrigerants, mercury, or compressor oils. The Clean Air Act prohibits the release of refrigerants into the atmosphere and requires that certified technicians extract refrigerants from white goods before disposal or recycling. To avoid releases of refrigerants or oils, the collection of white goods should be accomplished carefully by manually placing the appliance on trucks or by using lifting equipment that will not damage the elements that contain the refrigerants or oils. The County will identify certified recycling centers that are permitted to take white goods.

2-6.1 ACRONYMS

ACM - Asbestos Containing Material
C&D - Construction and Demolition
CFR - Code of Federal Regulations
DMS - Debris Management Site
EO - Executive Order
EPA - Environmental Protection Agency
FDEP - Florida Department of Environmental Protection
FDOT - Florida Department of Transportation
FEMA - Federal Emergency Management Agency
FHWA - Federal Highway Administration

GPS - Global Positioning System
HHW - Household Hazardous Waste
OSHA - Occupational Safety and Health Administration
PA - Public Assistance
PPDR - Private Property Debris Removal
PPE - Personal Protective Equipment
PW - Project Worksheet
RACM - Regulated Asbestos Containing Material
RCRA - Resource Conservation and Recovery Act
ROE - Right-of-Entry
ROW - Right-of-Way
RRC - Rapid Response Crew
SWMF - Solid Waste Management Facility
TDSPF - Temporary Debris Staging and Processing Facility
TDSR - Site Temporary Debris Storage and Reduction Site
USACE - United States Army Corps of Engineers
VOCs - Volatile Organic Compounds

2-7 SCOPE OF SERVICES

The selected Vendor shall be capable of assembling, directing, and having the capacity to manage a major workforce, with multiple subcontractors, that can be fully operational in debris management operations and to cover the expenses of a major recovery prior to being paid by the County. Established management teams must be in place. The Vendor(s) shall have the resources to provide the equipment and personnel necessary to cover a major disaster. The Vendor(s) shall be able to assemble trucks, equipment, materials, and crews immediately following a disaster, giving the County priority status.

At a minimum of 48 hours prior to a hurricane event or immediately upon the occurrence of a debris-generating incident within the County for which there is no advance warning, a designated County employee will contact the Vendor(s) to advise them of the County's intent to activate the contract for removal and disposal of disaster debris. Before work begins, the County must issue a written Notice to Proceed. Within 8 hours of receiving the Notice to Proceed, the Vendor(s) will send a management team to report to the County Debris Manager to begin planning for the operations and mobilizing the personnel and equipment as necessary to perform the work. Mobilization by the Vendor(s) shall begin within 24 hours of notification by the County. Within 72 hours of receipt of the Notice to Proceed, the Vendor shall be fully established and continue debris removal operations. The Vendor(s) shall make every effort to be at the disaster site within the stated time frame. The removal and disposal work must be conducted in a systematic and predictable manner.

Under the awarded contract, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the County's Debris Manager. Work shall also include the clearing and removing of any and all "eligible" debris as most currently defined (at the time

Notice to Proceed is issued and executed by the County for the Vendor) by the FEMA Public Assistance grant program guidelines in FEMA's PAPPG, all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies, and as directed by the County Debris Manager. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. The aforementioned definition of "eligible" applies to all uses throughout Scope of Services items 2-7.1 through 2-7.16. Work will include: (1) examining debris to determine whether or not debris is eligible; (2) loading the debris; (3) hauling debris to County approved DMS(s) or County approved Final Disposal Site(s); (4) reducing disaster related debris; (5) hauling reduced debris to a County approved Final Disposal Site; and (6) disposing of reduced debris at a County approved Final Disposal Site. Debris not defined as eligible by FEMA, state or federal DSGs or policies will not be loaded, hauled, or dumped under this contract unless written instructions to do so are given to the Vendor by the County Debris Manager. It shall be the Vendor's responsibility to load, transport, reduce, and properly dispose of any and all disaster generated debris which is the result of the event under which the Vendor was issued Notice to Proceed, unless otherwise directed by the County Debris Manager in writing.

2-7.1 EMERGENCY ROAD CLEARANCE

At the request of the County for this contract, work shall consist of all labor, equipment, fuel and associated costs necessary to clear and remove debris from County roadways, to make them passable immediately following a declared disaster event. All roadways designated by the County Debris Manager shall be clear and passable within 70 working hours of the issuance of Notice to Proceed from the County to conduct emergency roadway clearance work. The County may choose to extend the Vendor's 70-hour limit through a written request. This may include roadways under the jurisdiction of other governmental agencies under the legal responsibility of the County. Clearance of these roadways will be performed as identified by the County Debris Manager. The Vendor shall assist the County and its representatives in ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor utilized (i.e., certification), starting and ending times, and zones/areas worked. Services performed under this Contract element will be compensated using Schedule 1 – Hourly Labor and Equipment Price Schedule.

2-7.2 ROW VEGETATIVE DEBRIS REMOVAL

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing on the County ROW to a County approved DMS or a County approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. For the purposes of this contract, eligible vegetative debris that is piled in immediate close

proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

b. Removal of eligible vegetative debris existing in the County will be performed as identified by the County Debris Manager.

c. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved DMS or a County approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

d. All eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the County or its authorized representative.

e. Entry onto private property for the removal of eligible vegetative hazards will only be permitted when directed by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures.

f. The Vendor must provide traffic control as conditions require or as directed by the County Debris Manager.

2-7.3 ROW C&D DEBRIS REMOVAL

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible Construction and Demolition (C&D) debris existing on the County ROW to a County approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. For the purposes of this contract, eligible C&D debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

b. Removal of eligible C&D debris existing in the County ROW will be performed as identified by the County Debris Manager.

c. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

d. All eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the County or its authorized representative.

e. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed by the County or its authorized representative. The County will provide specific ROE legal and operational procedures.

g. The Vendor must provide traffic control as conditions require or directed by the County Debris Manager.

h. C&D debris must be monitored for the collection, complete haul, and delivery at the approved final disposal site. The County's authorized representative will obtain the original copy of the disposal or scale ticket showing the inbound and outbound collection vehicle weights.

2-7.4 DEMOLITION, REMOVAL, TRANSPORT, AND DISPOSAL OF NON-RACM STRUCTURES

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of eligible Non-Regulated Asbestos Containing Material (Non-RACM) structures on private property within the jurisdictional limits of the County. Under this service, work will include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition, debris removal and site remediation. Further, eligible debris generated from the demolition of Non-RACM structures, as well as eligible scattered C&D debris on private property, will be transported to a County approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. Decommissioning consists of the removal and disposal of all Household Hazardous Waste (HHW), E-Waste, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local rules and regulations.

b. Any structurally unsound and unsafe structures will be identified and presented to the County for direction regarding decommissioning.

c. Removal and transportation of eligible Non-RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.

d. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

e. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property

debris removal programs if requested.

f. The Vendor is required to strictly adhere to any and all local, state, and federal regulatory requirements for the demolition, handling, and transportation of Non-RACM structures (such as obtaining demolition permits, etc.).

2-7.5 DEMOLITION, REMOVAL, TRANSPORT, AND DISPOSAL OF RACM STRUCTURES

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of eligible Regulated Asbestos Containing Material (RACM) structures on private property within the jurisdictional limits of the County. Under this service, work will include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition, debris removal and site remediation. Further, eligible debris generated from the demolition of structures, as well as eligible scattered C&D debris on private property, will be transported to a County approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local rules and regulations.

b. Any structurally unsound and unsafe structures will be identified and presented to the County for direction regarding decommissioning.

c. Removal and transportation of eligible RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.

d. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved Final Disposal Site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

e. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific ROE legal and operational procedures for private property debris removal programs if requested.

f. The Vendor is required to strictly adhere to any and all local, state, and federal regulatory requirements for the demolition, handling, and transportation of RACM structures (such as obtaining demolition permits, burrito wrapping of debris, etc.).

2-7.6 DMS MANAGEMENT, OPERATIONS, AND REDUCTION THROUGH GRINDING

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging, and reduction through grinding of eligible disaster related debris. Grinding must be approved by the County Debris Manager prior to commencement of reduction activities. The DMS(s) layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of DMS(s) includes obtaining necessary local, state, and federal permits or approval and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and FDEP. The Vendor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

b. Vendor is responsible for operating the DMS(s) in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDEP guidelines.

c. Debris at DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, white goods, and other scope of service items), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).

d. All un-reduced disaster debris must be staged separately from reduced debris at the DMS(s).

e. If the alternate tonnage price schedule of this RFP is used the Vendor shall obtain, install, and operate scales for weighing incoming debris. Scale/weigh stations shall be installed and certified within 5 business days of Notice to Proceed or written notice that the County intends on using the alternate tonnage schedule of this RFP. Vendor shall provide a sufficient number of scales meeting the County specifications to provide for the efficient delivery of waste streams without excessive wait times. The County shall make the sole determination of time determined to be excessive. To the extent that the County determines that additional scales are required, certified scales must be operational within 5 business days of the County's written request.

f. Maintaining the DMS approach and interior road(s) for all weather conditions for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress.

g. Vendor is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, water, lighting, and portable toilets. Vendor is responsible for all associated costs necessary to provide DMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.

h. Vendor is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other best management practices.

i. Vendor is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

j. Vendor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation, is a cost reflected in this scope of services. HHW/contaminant material segregated and stored in line containers at the DMS will be collected by the County's Hazardous Materials Removal and Disposal Vendor(s).

k. Vendor is responsible for providing 24 hour DMS(s) security.

l. Vendor will only permit Vendor vehicles and others specifically authorized by the County or its authorized representative on site(s).

m. Vendor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Vendor will at a minimum meet the specifications provided in the Technical Specifications of this RFP (See Section 2-8.16: Debris Site Tower Specifications).

Upon completion of haul-out activities, the Vendor will be responsible for remediating the physical features of the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, and other physical features. Site remediation does not include restoring fencing, lighting, and other permanent structures that may have been demolished at the County's direction for DMS operations. All debris, mulch, and other residual material is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDEP.

2-7.7 DMS MANAGEMENT, OPERATIONS AND REDUCTION THROUGH ABOVE GROUND AIR CURTAIN INCINERATION

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to manage and operate DMS locations for the acceptance, management, segregation, staging, and reduction through above ground air curtain incinerator

(ACI) of eligible disaster-related debris. Above ground ACI reduction must be approved by the County Debris Manager, FDEP, and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of DMS locations includes obtaining necessary local, state and federal permits or approval, and operating in accordance with all rules and regulations of local, state and federal regulatory agencies, which may include but are not limited to the EPA and FDEP. The Vendor shall also be responsible for all costs associated with third-party groundwater and soil testing.

b. The Vendor is responsible for operating the DMS locations in accordance with OSHA, EPA, and FDEP guidelines.

c. Debris at DMS locations will be clearly segregated and managed independently by debris type (C&D, vegetative, HHW, etc.); program (ROW collection, private property debris removal, etc.); and applicant(s) (municipalities located within the County). Incidental debris will be removed and disposed of at no additional cost and based on the applicable scope of service in this RFP.

d. All un-reduced storm debris must be staged separately from reduced debris at the DMS locations.

e. If the alternate tonnage price schedule of this RFP is used the Vendor shall obtain, install, and operate scales for weighing incoming debris. Scale/weigh stations shall be installed and certified within 5 business days of Notice to Proceed or written notice that the County intends on using the alternate tonnage schedule of this RFP. Vendor shall provide a sufficient number of scales meeting the County specifications to provide a sufficient number of scales meeting the County Specifications to provide for the efficient delivery of waste streams without excessive wait times. The County shall make the sole determination of time determined to be excessive. To the extent that the County determines that additional scales are required, certified scales must be operational within 5 business days of the County's written request.

f. Maintaining the DMS approach and interior road(s) for all weather conditions for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress.

g. The Vendor is responsible for all associated costs necessary to provide DMS locations utilities, which include but are not limited to, water, lighting, and portable toilets.

h. The Vendor is responsible for all associated costs necessary to provide DMS locations traffic control, which includes but is not limited to traffic cones and staff with traffic flags.

i. The Vendor is responsible for all associated costs necessary to provide DMS locations dust control and erosion control, which includes but is not limited to an operational water truck, silt fencing, and other best management practices.

j. The Vendor is responsible for all associated costs necessary to provide DMS locations fire protection, which include but is not limited to an operational water truck (sufficient and equipped for fire protection), fire breaks, and a site foreman.

k. Vendor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be missed, mixed in, or picked up accidently with disaster debris. The cost associated with qualified personnel and lined containers/containment areas for HHW/containment segregation, is a cost reflected in this scope of services. HHW/containment material segregated and stored in lined containers at the DMS will be collected by the County's Hazardous Materials Removal and Disposal Vendor(s).

l. The Vendor is responsible for providing 24-hour security and fire tender for DMS locations.

m. The Vendor will only permit Vendor vehicles and others specifically authorized by the County or its authorized representative on site(s).

n. The Vendor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Vendor will at a minimum meet the specifications provided in the technical specifications of this RFP (see Section 2-8.16: Debris Site Tower Specifications).

A. Upon completion of haul-out activities, the Vendor will be responsible for remediating the physical features of the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, seeding, sod, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the County's direction for DMS operations. All debris, mulch, and other residual material is to be removed adequately; fill dirt and/or other base material (if required) shall meet standards for intended use; new sod or seeding shall meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDEP.

2-7.8 HAUL-OUT OF REDUCED DEBRIS TO A COUNTY APPROVED FINAL DISPOSAL SITE

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to load and transport reduced eligible material such as ash, compacted C&D, or mulch existing at a County approved DMS(s) to a County approved Final Disposal Site in accordance with all federal, state, and local rules and regulations.

a. The Vendor(s) shall provide the name and address of each disposal facility to be used along with the name and the telephone number of a responsible party for each facility, prior to commencing the work.

b. The Vendor(s) shall not use any disposal facility without the written consent of the County Debris Manager. All costs and fees associated with the disposal of debris shall be reviewed for reasonableness by the County Debris Manager prior to issuing any such authorization.

c. The Vendor shall provide a sufficient number of debris site towers and/or certified scales meeting County specifications to provide for the efficient delivery of waste streams without excessive waiting times. The County shall make the sole determination of excessive wait times. To the extent that the County determines that additional towers and/or scales are required, additional towers must be operational within 48 hours of the County's request and certified scales must be operational within 5 business days of the County's request.

d. At the completion of disposal operations, each disposal facility will issue a written summary of the quantity, type, and origin of waste delivered.

e. The Vendor shall not receive any payment from the County for haul-out or load tickets related to reduced or unreduced debris transported and disposed of at a non-County approved Final Disposal Site.

2-7.9 REMOVAL OF HAZARDOUS TREES AND HANGERS

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to remove all eligible Hazardous Trees 6 inches or greater in diameter, measured 4.5 feet above ground level and eligible Hangers inches or larger in diameter, measured at the point of break. Debris generated from the removal of these eligible Hazardous Trees and eligible Hangers will be placed in the safest possible location on the County ROW and subsequently removed in accordance with the terms, conditions and procedure described in "ROW Vegetative Debris Removal" (Scope of Services, 2-7.2). Eligible hazardous leaning trees less than 6 inches in diameter, measured 4.5 feet from the base of the tree, will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for Scope of Services, 2-7.2. The County will not compensate the Vendor for cutting leaning trees less than 6 inches in diameter on a unit rate basis. The collection of all eligible hazardous leaning trees and eligible hazardous hanging limbs must be performed on the same day as the cut work. If there is insufficient room for safe placement along the County ROW, then Vendor must load the resulting debris of eligible hazardous leaning trees or eligible hazardous hanging limbs as they are removed.

a. Eligible Hazardous Trees will be identified by the County or its authorized representative for removal. Removal and placement of eligible Hazardous Trees 6 inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County

Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the Vendor, in writing, by the County Debris Manager. Refer to the definition of Hazardous Trees at 2-6(bb) for eligibility requirements.

b. Eligible hazardous Hangers will be identified by the County or its authorized representative for removal. Removal and placement of eligible hazardous hanging limbs 2 inches or greater in diameter measured at the point of break existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Vendor, in writing, by the County Debris Manager. Refer to the definition of Hangers at 2-6(z) for eligibility requirements.

2-7.10 REMOVAL OF HAZARDOUS STUMPS

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to remove all eligible Hazardous Stumps greater than 2 feet in diameter, measured 2 feet from the base of the tree, existing on the County ROW. The Vendor shall be responsible for backfilling any voids left in the ground by removed stumps within 24 hours of stump removal. Any voids not backfilled immediately following Hazardous Stump removal must have measures taken in order to protect public health and safety. Further, debris generated from the removal of Hazardous Stumps existing on the County ROW will be transported to a County approved DMS or a County approved Final Disposal Site in accordance with all federal, state, and local rules and regulations. Eligible Hazardous Stumps 2 feet or less in diameter measured 2 feet from the base of the tree will be considered normal eligible vegetative debris and removed in accordance with Scope of Services, 2-7.2. The diameter of eligible Hazardous Stumps less than 2 feet will be converted into a cubic yardage volume based on the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table) and removed under the terms and conditions Scope of Services, 2-7.2.

a. Eligible Hazardous Stumps will be identified by the County or its authorized representative for removal. Removal and transportation of eligible Hazardous Stumps existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Vendor, in writing, by the County Debris Manager. Refer to the definition of Hazardous Stump at 2-6(aa) for eligibility requirements.

b. Tree stumps that are not attached to the ground will be considered normal vegetative debris and are subject to removal under the terms and conditions of Scope of Services, Item 2-7.2. Stumps with less than fifty percent (50%) of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and conditions of Scope of Services, Item 2-7.2. The

cubic yard volume of unattached stumps will be based off of the diameter conversion using the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table).

c. Eligible Hazardous Stumps will be marked and uniquely numbered with green paint. Ineligible stumps will be marked with red paint.

d. The unit stump price shall be all inclusive to include but not limited to: stump extraction, stump cavity filling with compacted soils and installation of seed and/or sod, stump hauling, stump reduction, and disposal.

2-7.11 DOCUMENTATION REQUIREMENTS FOR HANGERS, HAZARDOUS TREES, AND HAZARDOUS STUMPS

The Vendor must provide all of the following documentation to support the eligibility of removing tree limbs, branches, stumps, or trees that are still in place:

a. Specifics of the immediate threat with the U.S. National Grid (USNG) location and photograph or video documentation that establishes the item is on public property;

b. Diameter of each item removed (measurement must be 2 feet up the trunk from the ground for stumps and 4.5 feet up for trees);

c. Quantity of material to fill root-ball holes; and

e. Equipment used to perform the work.

f. For Hazardous Stump, the Hazardous Stump Worksheet provided by the monitoring firm(s) will be completed in full for each stump, capturing the following information: (1) Names and signatures of parties present; (2) Physical location (street address, road cross streets, etc.); (3) stump number; (4) size of stump; (5) date.

2-7.12 ROW WHITE GOODS DEBRIS REMOVAL

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the collection of white goods from the ROW, removal of refrigerants, transportation to a County approved DMS, decontamination, and transportation to a County approved Solid Waste Management Facility (SWMF). White goods containing refrigerants must first have such refrigerants removed by the Vendor's qualified technicians prior to mechanical loading.

White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants or oils are not damaged.

White goods are banned from landfill disposal in the State of Florida, yet but are accepted for recycling.

a. The removal, transportation, and recycling of eligible white goods includes obtaining all necessary local, state, and federal handling permits and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies.

b. All white goods containing food items shall be decontaminated in accordance with local, state, and federal law prior to recycling.

c. The Vendor shall recycle all eligible white goods in accordance with all rules and regulations of local, State, and federal regulatory agencies.

d. Refrigerant containing items will have such refrigerants removed prior to mechanical loading or will be manually loaded and hauled to a St. Lucie County approved Solid Waste Management Facility and turned over to the facility to ensure that these gases are properly removed and stored. No white goods will be accepted that contain food or other waste.

2-7.13 HOUSEHOLD HAZARDOUS WASTE (HHW) REMOVAL, TRANSPORT, AND DISPOSAL

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal, transportation, and disposal of eligible HHW from the ROW to a permitted hazardous waste facility or municipal solid waste (MSW) type I landfill, as requested by the County.

The removal, transportation, and disposal of eligible HHW includes obtaining all necessary local, state, and federal handling permits, and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies.

All HHW shall be managed as hazardous waste and disposed of at a permitted hazardous waste facility or MSW type I landfill.

2-7.14 E-WASTE REMOVAL

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal, transportation, and proper disposal of eligible E-Waste from the ROW to a St. Lucie County approved SWMF. Eligible E-Waste includes, but is not limited to, televisions, computers, computer monitors, and microwaves in areas identified and approved

by the County. The Vendor shall recycle or dispose of all eligible E-Waste Items in accordance with all rules and regulations of local, state and federal regulatory agencies.

2-7.15 ABANDONED VEHICLE AND VESSEL REMOVAL

Services performed under this Contract element will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal and transport of eligible land based abandoned vehicles and vessels in areas identified and approved by the County. The removed eligible vehicles and vessels will be hauled to a County approved staging area and subsequently disposed of by the appropriate regulatory agency.

The removal, transportation and disposal of eligible abandoned vehicles and vessels includes obtaining all necessary local, state and federal handling permits, and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

2-7.16 DEAD ANIMAL CARCASSES

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal, transportation, and lawful disposal of dead animal carcasses from the ROW to a County approved Final Disposal Site. Vendor shall coordinate activities with the St. Lucie County Code Enforcement Services Division and the St. Lucie County Health Department.

2-7.17 OTHER DEBRIS REMOVAL WORK

Neither the Vendor nor any subcontractors hired by the Vendor shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The County reserves the right to require the Vendor to dismiss or remove from the project any workers as the County sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

2-7.18 PRE-EVENT COORDINATION MEETING

The successful Vendor(s) may be required, if requested by the County, to attend an annual pre-hurricane season kickoff meeting with the County and its debris monitoring firm(s) at no cost to the County.

2-7.19 DESCRIPTION OF DESIGNATED AREAS

a. The designated area for debris removal (the County right-of-way) is bounded by the County line and includes public property and Right-of-Ways (ROW), County parks and County debris staging areas within the unincorporated areas of the County and may include private segments within the jurisdictional boundaries of the County. The County Debris Manager may also authorize the Vendor to perform debris removal on non-County maintained roadways or other areas, as directed in writing by the County Debris Manager. If the Vendor is authorized to perform services on non-County maintained roadways or other areas that may not be eligible for reimbursement said load tickets, unit rate tickets, or haul-out tickets must be clearly marked "non-eligible". If tasked with debris removal on Federal Highway Administration (FHWA) Emergency Relief (ER) Program eligible roadways, the Vendor will be required to provide crews separate from those providing County ROW debris removal services. The crews designated to provide debris removal from FHWA-ER eligible roadways will only make one pass to collect debris from FHWA-ER eligible roadways. Further, the Vendor shall abide by all eligibility requirements and guidance set forth by the most current guidance from FHWA for debris removal on FHWA-ER Program eligible roadways. Effective October 1, 2012 FHWA-ER will no longer be responsible for debris removal from FHWA-ER road segments that are eligible under the FEMA Public Assistance Program.

b. The County Debris Manager will authorize and approve which services the Vendor shall provide from the scope of services and which zones/areas must be prioritized.

c. All debris identified by the County Debris Manager shall be removed. The number of complete passes the Vendor shall conduct through the County is at the discretion of the County Debris Manager. Partial removal of debris piles is strictly prohibited. The Vendor shall not move from one designated work area to another designated work area without prior approval from the County or its authorized representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Vendor shall not enter onto private property during the performance of this contract unless specifically authorized by the County Debris Manager in writing.

d. For first pass loose leaves and small debris in excess of two bushel baskets shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than twelve (12) inches in any dimension shall be left at the point of collection.

e. For subsequent and/or final pass loose leaves and small debris in excess of one-bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left at the point of collection.

f. Vendor shall deliver all disaster related debris to a County approved Debris Management Site (DMS) or County approved Final Disposal Site that has been approved to receive disaster-generated debris and adhere to all local, state, and federal regulations.

g. All Final Disposal Sites must be approved, in writing, by the County Debris Manager. The Vendor will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state, and federal safety and environmental standards. Vendor reduction, handling, disposal and remediation methods must be approved, in writing, by the County Debris Manager.

h. Payment for disposal costs such as tipping fees incurred by the Vendor at a County approved Final Disposal Site that meet local, state, and federal regulations for disposal will be reimbursed by the County as a pass through cost. Prior to reimbursement by the County, the Vendor must furnish an invoice in hard copy and electronic format matching scale/weigh tickets numbers with load ticket or haul-out ticket numbers and other applicable information. The Vendor will also be required to provide proof of Vendor payment to the County approved Final Disposal Site.

i. The Vendor shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state, and federal governments or agencies, or of any public utilities.

j. The County reserves the right to inspect the DMS, verify quantities, and review operations at any time.

2-7.20 DEBRIS MANAGEMENT SITES (DMS)

The County shall provide predetermined locations to support the event in which the contract is activated. The County shall provide the vendor with an updated list of those locations annually. Depending on the incident in which the contract is activated the County may provide the Vendor with a minimum of 2 DMS locations.
The Debris Management Sites are as follows:

Location	Acreage	Waste Type	GPS Entrance Location
Airport Commerce Park	145	Yard Trash, C&D, Mixed Debris	Lat. 27°29'53.69" Long. 80°23'53.97"
Indian River Estates	2	Yard Trash	Lat. 27°21'07.34" Long. 80°19'32.43"
Savannas Recreation Area	1.5	Yard Trash	Lat. 27°22'53.16" Long. 80°18'19.70"
SLC Fairgrounds	22	Yard Trash, C&D, Mixed Debris	Lat. 27°22'22.89" Long. 80°29'20.59"
Indrio Road Staging Site	200	Yard Trash, C&D, Mixed Debris	Lat. 27°31'14.49" Long. 80°22'19.53"

The County will assign specific DMS to specific Vendor(s) for their sole use. Designated DMS may be a portion of the overall DMS but shall remain the sole responsibility of the assigned Vendor. If additional DMS locations are needed for the operation, the County shall provide an approved list of alternate DMS locations. The list will include all necessary site information to allow the Vendor, with assistance from the County, to submit to FDEP for approval. If the County establishes any additional DMS, a copy of the agreement showing indemnification of the County for the use and proposed restoration plan of the additional sites, shall be provided to the County. In addition, the Vendor shall execute a hold harmless agreement for each additional established DMS that is not identified within the awarded contract. The hold harmless agreement must be approved by the County prior to execution.

Prior to the use of any DMS, analysis of both groundwater and soil will be required by the Vendor to establish pre-use conditions (post remediation site sampling may also be required of the Vendor). Groundwater and soil sampling/analysis must be conducted by an independent Geotechnical Engineer or Geologist and will be performed on behalf of the County at the expense of the Vendor(s). The results of such testing shall be sent directly from the professional to the County. The Vendor shall be required to provide the County with site photographs for each DMS. The photographs will include pre-use, operational, and post site remediation photographs to document site conditions.

The cost associated with preparing, operating, and site remediation of land used as DMS in the County is a cost borne by the Vendor and compensated based on the Vendor's bid for site management and reduction of debris.

The County may also establish designated Residential Convenience Centers (residential drop-off sites). If this should occur, the County may at its option request the Vendor to be responsible for removing all disaster related debris from those sites. Depending on the volume of debris at a Residential Convenience Center, the Vendor may be required to push material to make room for additional debris.

The Vendor's Operations Manager will assign a Foreman to the (each) DMS, who will be responsible for the management of all operations of the site, including traffic control, dumping operations, segregation of debris, grinding, fire protection, and safety. The DMS Foreman will be responsible for monitoring and documenting equipment and labor time and providing the daily operational report to the Vendor's Operation Manager, who will in turn provide this information to the County's Debris Monitoring Consultant. These daily reports must meet the requirements of FEMA, FHWA, or Other Federal Agencies, and other reimbursement and regulatory governmental agencies.

The Vendor will be responsible for returning all utilized DMS to their original condition prior to site use. DMS remediation will include, but is not limited to, returning the original site grade, fill dirt, base material, sod, and other physical features. DMS site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDEP. All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use.

2-8 TECHNICAL SPECIFICATIONS

2-8.1 TERMINATION FOR CONVENIENCE

The County reserves the right to terminate the contract with the Vendor(s) at any time and for any reason. This shall supersede the general provisions.

2-8.2 NOTICE TO PROCEED

The County will issue an official Notice to Proceed for the services referenced in this RFP and resulting contract. The Notice to Proceed shall be sent via facsimile or email and followed by regular mail. Under no circumstances shall the County be liable for any services rendered unless the written Notice to Proceed has been sent and received by the Vendors(s). The Vendor(s) must acknowledge receipt of the written Notice to Proceed.

2-8.3 CHANGES IN SCOPE OF WORK

The County Administrator or his designee may request changes in the scope of work to be performed. Such changes, including increase or decrease in compensation must be mutually agreed upon and incorporated by written amendment to the agreement.

2-8.4 SAFETY

The Vendor(s) shall be solely responsible for maintaining safety at all work sites including DMS(s) and debris collection sites. The Vendor(s) shall take all reasonable steps to ensure safety for both workers and visitors to DMS(s) and debris collection sites. Safety at DMS(s) and debris collection sites includes traffic control such as traffic cones and flag personnel. The Vendor(s) will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract.

2-8.5 ON-SITE PROJECT MANAGER

The Vendor(s) shall provide an on-site project manager to the County. The project manager shall provide a telephone number to the County with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the County Debris Manager and/or County authorized representatives Daily meeting topics will include, but are not limited to, volume of debris collected, completion progress, County coordination, and damage repairs. Frequency of meetings may be adjusted by the County Debris Manager. The Vendor(s)' project manager must be available 24 hours a day, or as required by the County Debris Manager.

2-8.6 SUPERINTENDENT SHALL BE SUPPLIED BY THE VENDOR

The Vendor shall employ a competent superintendent who shall be in attendance at all times at the project site during the progress of the work. The term "competent" includes an ability to be able to clearly communicate, orally and in writing, in English. The superintendent shall be the primary representative under this contract for the vendor. All authorized communications given to the superintendent by the County, and all contract-related decisions made by the superintendent, shall be binding to the Vendor. The superintendent shall be considered to be, at all times, an employee of the Vendor under its sole direction and not an employee or agent of the County.

2-8.7 EQUIPMENT

a. All trucks and other equipment must be in compliance with all applicable local, state, and federal rules and regulations. Any truck used to haul debris must be capable of rapidly unloading its contents without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.

b. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2 inch by 6 inch boards or greater and not to extend more than 2 feet above the metal bedsides. Trucks or equipment certified with sideboards must maintain such sideboards and keep them in good repair. In order to ensure compliance, equipment will be inspected by the County's authorized representatives prior to its use by the Vendor(s). The County or its authorized representative may also perform periodic re-inspection of vehicles to verify the certified capacity.

c. Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place so as to prevent them from falling off. Measures must be taken to avoid the debris blowing out of the hauling vehicle during transport to a County approved DMS or a County approved Final Disposal Site. If falling debris from hauling vehicles presents an issue the County reserves the right to require the contractor to "tarp" or cover debris when hauling.

d. Trucks or equipment designated for use under this contract shall not be used for any other work. The Vendor(s) shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Vendor(s) mix debris hauled for others with debris hauled under this contract. Failure to abide may result in a suspension of the violating truck, crew, or sub-contractor.

e. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the County Debris Manager.

f. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the County Debris Manager, following the event. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.

2-8.8 TRAFFIC CONTROL

The Vendor(s) shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Vendor(s) is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites. The Vendor(s) shall provide sufficient signing, flagging, and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state, and federal

laws, regulations, and ordinances governing personnel, equipment, and work place safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Vendor(s). No further work shall take place until the deficiency is corrected. Neither the County Debris Manager nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected. The expense incurred by the Vendor for traffic control is an overhead expense contemplated as part of the Vendor's compensation under the terms and conditions of scope of services.

Traffic control will conform to FDOT's most current editions of "Roadway and Traffic Design Standards" for Design, Construction, and Maintained Systems and the Federal Highway Administration (FHWA) "Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways." These documents can be ordered from F.D.O.T, Maps and Publications Department, 605 Suwannee Street, Tallahassee, Florida, 32399-0450, Phone (904) 488-9220. The foregoing requirements are to be considered as minimum and the Vendor's compliance shall in no way relieve the Vendor of final responsibility for providing adequate traffic control devices for the protection of the public and Vendor's employees throughout the work area.

2-8.9 RAPID RESPONSE CREW

Vendor(s) shall be required to provide the County with access to one or more Rapid Response Crews (RRC) as directed by the County. The purpose of the RRC is to respond immediately to disaster related debris piles as directed by the County Debris Manager or the County's authorized representative. The RRC assists in the overall cleanup effort by responding to and collecting disaster related debris which the County deems a priority for overall County recovery.

2-8.10 HAZARDOUS MATERIALS AND HOUSEHOLD HAZARDOUS WASTE

The Vendors(s) shall set aside and reasonably protect any hazardous materials encountered during debris removal operations for collection and disposal by the County's Hazardous Materials Removal and Disposal contractor(s). The Vendor(s) shall notify the County's monitoring firm(s) of the nature and location of any such debris encountered.

The Vendor(s) and personnel must make every reasonable effort to avoid transporting hazardous materials to the DMS(s) or final disposal sites that are not specifically authorized to accept such materials. Should these materials be inadvertently transported to the aforementioned locations, the Vendor(s) shall be responsible for proper handling and storage of any hazardous materials brought by his/her workforce. The Vendor(s) shall provide a suitable area at each DMS to accommodate all hazardous materials inadvertently brought to the site.

The County or County's Hazardous Materials Removal and Disposal contractor will provide for routine service to collect and dispose of any materials inadvertently delivered to the DMS during removal operations.

2-8.11 WORK HOURS

The Vendor(s) shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed 7 days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the County and the Vendor(s). Unless otherwise directed, the Vendor must be capable of conducting volumetric reduction operations at DMS locations on a 24 hour, 7 days a week basis. No work will be performed on recognized County holidays without prior approval of the County Debris Manager.

2-8.12 TIME OF COMPLETION

The services shall commence upon written notice to proceed from the County manager or his designee, and the project shall be completed in accordance with the project schedule.

2-8.13 LIQUIDATED DAMAGES

Should the Vendor fail to complete requirements set forth in this scope of work, the County will suffer damage. The amount of damage suffered by the County is difficult, if not impossible to determine at this time. Therefore, the Vendor shall pay the County, as liquidated damages, the following:

a. The Vendor shall pay the County, as liquidated damages, $1,000.00 per calendar day of delay to mobilize in the County with the resources required to begin debris removal operations, within 72 hours of being issued Notice to Proceed.

b. The Vendor shall pay the County, as liquidated damages, $500.00 per load of disaster debris collected in the County that is not disposed of at a County approved DMS or County approved Final Disposal Site and/or any associated fines levied by a third party. Application of liquidated damaged does not release the Vendor of all liability associated with hauling and depositing material to an unauthorized location.

c. The Vendor shall pay the County, as liquidated damages, $500.00 per incident where the Vendor fails to repair damages that are caused by the Vendor or subcontractor(s). Application of liquidated damages does not release the Vendor from the responsibility of resolving or repairing damages.

The amounts specified above are mutually agreed upon as reasonable and proper amount of damage the County should suffer by failure of the Vendor to complete requirements set forth in the scope of work.

2-8.14 DAMAGES

All items damaged as a result of Vendor(s) or subcontractor operations, such as but not limited to, sidewalks, curbs, pipes, drains, water mains, pavement, mail boxes, and turf shall be either

repaired or replaced by the Vendor, at their expense, in a manner prescribed by and at the sole satisfaction of the County Debris Manager. Any invoices submitted to the County such as but not limited to, from utility companies, or landowners, which are determined to be the result of damage done by the Vendor, shall be the responsibility of the Vendor. Repairs, or receipt of repairs, shall be completed and submitted to the County prior to submission of the Vendor's invoice for work accomplished. If the Vendor(s) fails to repair any damaged property, the County may have the work performed and charge the Vendor(s).

The Vendor(s) shall be responsible for filling to grade with like material all surface damage, such as rutting and cracks, caused by the Vendor(s)'s equipment during debris removal. The Vendor(s) shall repair all damage to existing grade, road shoulders, trees, shrubs, and grassed areas caused by the Vendor(s)'s equipment or personnel at no additional cost to the County. If the Vendor does damage to a County sign or other property owned by the County, it shall be the responsibility of the Vendor(s) to repair the item back to the original condition. If the repair is not in accordance with County standards, the County shall repair the items and deduct the associated cost from the amount due the Vendor. The Vendor(s) shall preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the area of work.

Complaints will be addressed within 48 hours and a written report submitted to the County Debris Manager outlining actions taken to correct the complaint. The Vendor shall notify the County immediately of any complaints given directly to the Vendor.

Upon written notice from the Vendor that the damage correction work is complete, the County will make a final inspection with the Vendor and will notify the Vendor in writing of any deficiencies in the project. The Vendor will correct all deficiencies before final acceptance and payment is made. If a second re-inspection is required, the County will assess an $80.00r fee to the Vendor. The $80.00 fee will be assessed for every re-inspection after the first re-inspection. The fee is assessed to offset the additional County labor costs and vehicle usage required for unnecessary inspections and the fee will be deducted from the final invoice for that release order.

No retention will be released to the Vendor(s) prior to a satisfactory damage resolution log being completed addressing all complaints and issues. Should the value of retention exceed the amount of possible outstanding damage claims, the Vendor(s) may petition the County in writing for a partial retainage release.

2-8.15 EXISTING UTILITIES

a. Some trees and debris that are to be removed under the awarded contract may be blocked or entangled with overhead power, telephone, and television cables. In this case, it shall be Vendor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e. water and sewer). The Vendor(s) shall pay all such costs to the utility company for any adjustments.

b. The Vendor(s) shall be responsible for all costs incurred to repair damaged utilities that are

caused by the Vendor, as determined by the affected utility company. Payment for repairs to all municipal and privately owned utilities shall be the responsibility of the Vendor(s).

2-8.16 DEBRIS SITE TOWER SPECIFICATIONS

a. The Vendor(s) shall provide as many towers as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of dumping operations. If ingress and egress of a DMS is of significant distance that the County or its authorized representative are unable to verify the entering and exiting trucks, then the Vendor(s) may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of 10 feet from surrounding grade to finish floor level, have a minimum 8 feet by 8 feet of usable floor area, be covered by a roof with 2 feet overhangs on all sides and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up 4 feet on all 4 sides. The expense incurred by the Vendor for the construction of towers is an overhead expense contemplated as part of the Vendor's compensation under the terms and conditions of Scope of Services.

b. Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the County Debris Manager due to unsuitable conditions at the tower.

2-8.17 FACILITIES AT DMS LOCATIONS

The Vendor(s) shall provide as many ADA compliant portable toilets as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of dumping operations. The toilet shall be provided prior to start of any dumping operations and kept in a sanitary condition by the Vendor(s) throughout the duration of dumping operations. The expense incurred by the Vendor(s) for the operation of portable toilets is an overhead expense contemplated as part of the Vendor's compensation under the terms and conditions of Scope of Services.

2-8.18 OWNERSHIP OF DEBRIS

All debris residing in the County ROW and County provided DMS(s) shall be the property of the County until final disposal at a properly permitted disposal site. The Vendor(s) shall be responsible for removal of debris up to the point where debris can only be described as light litter and additional collection can be facilitated only by sweeping and raking. In addition to debris stored on the right-of-way as the result of road clearing, the County will direct residents to place debris in segregated piles along the right-of-way, separated as to the waste category. There may be the need to perform some curbside separation of the different materials. Different waste materials will be collected in separate vehicles and may require disposal at different locations, which will be approved by the County. Any items requiring disposal at special facilities shall be required to be monitored for the collection, complete haul, and delivery at the approved special location with the monitor obtaining an original copy of the disposal ticket showing inbound and outbound collection vehicle weights.

All bagged and bundled waste and debris smaller than 2 inches in diameter and shorter than 2 feet in length are outside the scope of this contract unless specifically directed by the County. Collection of Municipal Solid Waste (MSW) is outside the scope of this contract.

2-8.19 ENVIRONMENTAL PROTECTION

a. It is recognized that construction and demolition debris might contain small amounts of asbestos, lead-based paints, treated wood, or similar materials. The Florida Department of Environmental Protection (FDEP) will issue an Emergency Final Order for the classification and disposition of all disaster related wastes. Based on the mandates of this State agency and other applicable state and federal reimbursement agencies, the determination of the character and disposal of waste streams will be decided. The Vendor(s) shall receive a copy of this letter and together with the Monitoring Firm and County; a final disposal plan will be established.

b. Any and all fluids or chemicals (work-related materials such as oil-dri, absorbents, etc.) used by the Vendor(s) must be used and disposed of in accordance with all rules and regulations of local, state, and federal regulatory agencies.

c. Vendor(s) and subcontractors shall not perform maintenance on over-the-road equipment at DMS(s). Maintenance of equipment that typically remain at the DMS (e.g., track hoes, front end loaders, grinders, etc.) may be conducted at the DMS provided best management practices are followed and all wastes are managed and disposed of in accordance with all rules and regulations of local, state, and federal regulatory agencies.

d. The Vendor(s) shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the County Debris Manager. The Vendor(s) shall comply in a timely manner with all directions of the County Debris Manager regarding the use of a water truck or other approved dust abatement measures.

e. The Vendor(s) shall comply with all laws, rules, regulations, and ordinances regarding environmental protection.

f. The Vendor(s) shall immediately report and document all incidents to the County Debris Manager or the authorized representative that affect the environmental quality of DMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills, or fuel leaks.

g. The Vendor must notify the County regarding any fluid or chemical spillage so that the County or its authorized representative can review and approve of the cleanup.

2-8.20 DOCUMENTATION AND MEASUREMENT

a. Vendor is responsible for ensuring that all labor and equipment used for Emergency Debris Clearance activities is certified and that logs are kept for starting days/times, ending

days/times, and zones, areas, and streets worked.

b. All trucks used for collection and hauling of eligible debris from the County ROW to County approved DMS(s) or County approved Final Disposal Sites shall be measured (inside bed measurements) and certified for cubic yard volume by the County or County-authorized representative. The Vendor shall provide a representative to attest to the certification/measuring process. It is the Vendor's responsibility to verify the accuracy of truck certifications within 48 hours of truck certification (and notify the County of any discrepancies). Placards will be attached to both sides of each certified truck and shall clearly state the truck measurement in cubic yards, Vendor name, assigned truck number, and other pertinent information, as determined by the County Debris Manager. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a new placard by a County authorized representative each time it returns to work from other contracts or communities.

c. The Vendor(s) is responsible for ensuring that all subcontractors maintain valid driver's licenses and equipment legally fit for travel on the road.

d. Load tickets will be provided by the County or its authorized representative for recording volumes of debris removal. Unit rate tickets will be provided by the County or its authorized representative for documenting unit rate services, such as Hangers or Hazardous Tree removal. Only tickets designated and approved by the County will be authorized for use. Tickets must be completed in a clear and legible manner. Tickets that require Vendor signature will have the signature as well as name printed in a legible manner. Illegible Load & Unit Rate tickets will not be paid.

- Each ticket shall be of a type that consists of one original and five copies.

- Each ticket shall be used to document the location the disaster related debris was collected (i.e., street address) and the amount picked up, hauled, reduced and disposed of. Vendor(s) are responsible for ensuring all load and unit rate tickets capture location debris or work was completed, collection/disposal date, disposal location, percentage load call or measurement (either tons or percentage load call), and County authorized representative name and signature. No payment will be made by the County for incomplete and/or illegible load or unit rate tickets submitted for payment.

- Load tickets will be issued by an authorized representative of the County at the collection site. The County authorized representative will complete the applicable portion of the load ticket, and provide all five copies to the vehicle operator. Upon arrival at the DMS or County approved Final Disposal Site, the vehicle operator will present the five copies of the load ticket to the County authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the County authorized representative present at the DMS or County approved Final Disposal Site. The County authorized representative will validate, enter the estimated debris quantity and sign the load ticket. The County will keep the original copy, 2 copies

will be given back to the vehicle operator and the remaining 2 copies will be provided to the Vendor.

- Loads of processed (e.g., chipped) debris being hauled from a DMS to a County approved Final Disposal Site will follow the same load ticket procedures. A County authorized representative will initiate the load ticket at the DMS. Another County authorized representative will validate and sign the ticket at the County approved Final Disposal Site.

- The Vendor(s) shall give written notice of the location for work scheduled 24 hours in advance.

e. Scope of service items that have rates based on one-way haul mileage shall have such mileage based on "as the crow flies" distance. The radius distance from each DMS or final disposal site to the last loading location written on the load or haul-out ticket will be used to determine the mileage rate category. The County shall determine the mileage calculation method that is ultimately used. One-way mileage rates apply to the following sections within the statement of work:

- Section 2-7.2 – ROW Vegetative Debris Removal

- Section 2-7.3 – ROW C&D Debris Removal

- Section 2-7.4 – Demolition, Removal, Transport and Disposal of Non-RACM Structures

- Section 2-7.5 – Demolition, Removal, Transport and Disposal of RACM Structures

- Section 2-7.8 – Haul-out of Reduced Debris to a County Approved Final Disposal Site

2-8.21 PAYMENT

a. The County, or its authorized representative, will monitor, verify, and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Vendor(s) will be provided with copies of this documentation. These documents will be used by the Vendor as backup data for invoice submittals. Work not ticketed or not authorized by the County will not be approved for payment. Additionally, any ticket submitted for payment must be legible and properly completed. Tickets missing loading address, truck number, certified capacity, collection monitor signature, disposal site, load call, or disposal monitor signature will not be paid, nor will the County be responsible for unpaid incomplete tickets.

b. If tasked with private property and FHWA-ER funded roadway debris removal operations, these will be invoiced separately from ROW collection removal operations. The County reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, white goods, or other scope of service items), program (ROW collection, private property debris removal, etc.), or both.

c. Invoices shall be submitted to the County's authorized representative on a bi-weekly basis unless otherwise direct by the County. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the County. Invoice detail submittals will be checked against County records. County records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the County authorized representative to the County for payment.

d. A 10% retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the Vendor(s) must successfully complete, and receive a letter of completion from the County, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the County to repair damages caused by the Vendor(s) to public or private property.

e. No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.

f. The Vendor is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Vendor shall execute release waivers with all subcontractors to release the County from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the County prior to final retainage release.

g. Payment for disposal cost incurred by the Vendor(s) at County approved Final Disposal Sites will be made at the cost incurred by the Vendor. The County will either coordinate payment of disposal costs directly with the Final Disposal Site or require the Vendor to pay the disposal fees and then invoice the County. The Vendor(s) shall submit a copy of all invoice(s) received by the County approved Final Disposal Site, an electronic copy tabulating all scale or load tickets issued by the County approved Final Disposal Site, and proof of Vendor payment to the County approved Final Disposal Site. The County will not render payment for disposal costs until the Vendor submits applicable disposal site permits or site information for each authorized Final Disposal Site.

h. Vendor(s) must submit a final invoice within 30 days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the County Debris Manager. The final invoice must be marked "FINAL INVOICE" and no additional payments will be made after the Vendor's final invoice.

i. In the event any portion of this scope of work is to be funded by State or Federal funds, the Vendor will comply with all requirements of the state or federal government applicable to the use of the funds.

j. The Vendor will retain all records pertaining to the services and the contract for these services and make them available to the County for a period of 7 years following receipt of final payment for the services referenced herein. In the event litigation ensues or the County

challenges a decision by FEMA to disallow or de-obligate costs incurred under the contract, then Vendor shall retain all records hereunder for a period of 7 years after conclusion of the litigation or FEMA dispute, including any and all appeals.

k. Payment shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, and Florida Statues.

2-8.22 FHWA-ER PROGRAM CONTRACT REQUIREMENTS

The County intends to seek reimbursement from FHWA for the eligible debris removal performed on federal aid roads. Consequently, the County mandates compliance from the successful Vendor regarding the following:

a. FHWA Form 1273, titled Standard Federal-aid Provisions. FHWA Form 1273 will be included in the final contract.

b. Buy America Requirements

c. 49 CFR Part 26, Disadvantage Business Enterprise Program

d. American with Disabilities Act of 1990 (ADA)

e. Convict Labor Prohibition

FHWA-ER Program contract requirements are subject to any changes provided by FHWA during the term of the contract. Based on the current guidance, FHWA will only reimburse the County for the initial collection, hauling and tipping fee, if applicable, of eligible debris. Debris reduction operations are not eligible for reimbursement unless the debris is being reduced as part of a rolling pickup operation. As a result, the FHWA-ER eligible debris that is collected during the first pass shall be hauled to the nearest Final Disposal Site unless otherwise directed by the County.

2-8.23 FINAL PROJECT CLOSE OUT

Upon final inspection of the project by the County, the Vendor(s) shall submit a detailed description of all debris management activities, to include the total volume, by type of debris hauled and/or disposed.

Services not specifically identified in any contract derived from this RFP may be added to the contract upon mutual consent of the contracting parties.

2-8.24 DISTRIBUTION OF WORK

The County reserves the right to activate more than one contractor to provide the debris services outlined in this RFP. The County may also revise the distribution of services provided or work areas (such as zones) at any time during the activation of a contract developed though this RFP.

2-8.25 COUNTY'S DEBRIS MONITORING CONSULTANT

Vendor shall be in contact and comply with the County's contracted consultant and representative for the monitoring of debris collection and removal services. The County's contracted consultant and representative shall be a separate contractor, from this solicitation and its award, who will be exclusively contracted for monitoring services. The monitoring consultant shall certify all of the vendor's loads and the safety of the vehicles in which the debris is being removed.

2-9 SUBCONTRACTORS

The County prefers that the Contractor provide all services needed to comply with the RFP. Should a Sub-Contractor be needed, the Primary Contractor will be the sole point of contact and have sole responsibility for all issues. It is the responsibility of the Primary Contractor to ensure that Sub-Contractors needed to be used during the collection and disposal of disaster debris shall comply with the scope of work initiated to support this project.

If the Contractor intends to subcontract any portion of the work covered by this Contract, the Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

2-10 CONTRACT TERMS

The selected Vendor is to provide items and services listed at firm fixed rates on an as needed basis for an initial period of 1 year, renewable for three additional 1 year periods. Both the County and the vendor must mutually agree upon renewals in writing. Rates quoted will be for the first year and will not be changed based on the guidelines outlined in this solicitation.

The awarded contract will contain the required provisions at 2 C.F.R. § 200.326, Appendix II to 2

C.F.R. Part 200, and FEMA guidance, as applicable.

Part III: INSTRUCTION FOR THE PREPARATION OF PROPOSALS AND RESPONSE REQUIREMENTS

The Proposer(s) warrants its response to this Request for Proposals (RFP) to be fully disclosed and correct. The firm must submit a Proposal complying with this RFP, and the information, documents and material submitted in the Proposal must be complete and accurate in all material aspects. All Proposals must contain direct responses to the following questions or requests for information and be organized so that specific questions being responded to are readily identifiable and in the same sequence as outlined below.

Proposers are advised to carefully follow the instructions listed below in order to be considered fully responsive to this RFP. Proposers are further advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Proposer. Failure to provide requested information may result in disqualification of response.

The Proposal shall cover in as much detail as possible the requirements of the solicitation, subject to modification and enhancements as a result of information gained during the consultant selection process.

The Proposal must be submitted on 8½"x11" paper, numbered, typewritten, with headings, sections, and sub-sections identified appropriately. The Proposal shall be clear and concise and provide the information requested herein. Statements submitted without the required information will not be considered. Proposals shall be organized and sections tabbed. The Proposer should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each Proposer must submit adequate documentation to certify the Proposer's compliance with the County's requirements. Proposers should focus specifically on the information requested. Additional information, unless specifically relevant, may distract rather than add to the Proposer's overall evaluation.

The following information, at a minimum, shall be included in the Proposal:

A. COVER PAGE

Statement of Qualifications Introductory letter: This letter's no more than two pages will summarize in a brief and concise manner the proposer's understanding of the RFP, the County's objective, the proposer's acceptance of conditions and any exceptions to the general terms and conditions of the RFP and to insurance requirements and any other requirements listed in the RFP. The letter should name all of the persons authorized to make presentations for the Offeror, including the titles, addresses, and telephone numbers. The Letter shall be signed by a representative who is authorized to contractually bind the Contractor. If proposal is signed by

someone other than President, Vice President, Treasurer, a copy of your Corporate By-Laws, or a letter signed by a corporate officer must be included.

B. TABBED SECTIONS

TAB 1 REQUIRED FORMS

The following forms are required with Proposer's submittal. Proposals not including the following forms will be rejected and considered non-responsive. Forms can be downloaded in the Required Submittal Packet attached to the solicitation documents.

- Form #1 Proposer Information and Authorized Signature
- Form #2 Non-Collusion Affidavit
- Form #3 Corporate Resolution
- Form #4 Confirmation of Drug-Free Workplace
- Form #5 Public Entity Crime Affidavit
- Form #6 Hold Harmless and Indemnity Agreement
- Form #7 Certification Regarding Debarment & Suspension
- Form #8 Anti-Lobbying Certification
- Form #9 Price Schedules 1 (Hourly) and 2 (Unit Rate)
- Addenda Any and all issued addenda regarding this solicitation, signed and dated, if applicable

TAB 2 EXECUTIVE SUMMARY

This section shall include a summary of your organization, including its history. Indicate the number of years Proposer has had in providing these services. Provide any additional information which will present evaluators with insight about the qualifications, fitness, and abilities of Proposer. This section shall also include a list of all judgments from lawsuits in the last 3 years and current pending lawsuits that are concerned directly with the staff or part of your organization proposed for the contract. Please include a current copy of your State of Florida Corporate Registration. If a Proposer is a corporation, it must be certified with the Florida Secretary of State and have a corporate status in good standing, and in the case of out-of-state corporation, they must present evidence of authority to do business in the State of Florida.

TAB 3 PROPOSER EXPERIENCE AND QUALIFICATIONS

List the names and titles of principals, management, trainers, staff, and personnel who will be assigned to this contract. Include resumes or summary of experience of these persons as an Appendix to the Proposal. The Proposer shall also provide information on services provided in past emergency incidents with other governments, cities of similar size, businesses, corporations, or other entities within the last ten (10) years to demonstrate how its experience makes it qualified for this project. Please include the names of the entities, the length and the magnitude of the incidents that occurred within your Proposal.

TAB 4 REFERENCES

Provide at least 5 references which the Proposer has provided the same or similar services for the same type during the past 10 years and who can attest to the Proposer's ability to perform at or above the current level of expectations set within the scope of work.

Each reference shall include, at a minimum:

- Name and full address of reference organization;
- Name of Contact person for contract;
- Telephone number(s);
- Date of initiation of contract with reference; and
- Brief summary of services provided.

TAB 5 EXISTING CONTRACTUAL OBLIGATIONS

The Respondent shall provide information on any established or currently ongoing contracts with other Governments, cities of similar size, businesses, corporations or other entities. Please include the names of the entities, the lengths of the contract and their expiration dates.

TAB 6 METHODOLOGY, TECHNICAL PLAN, AND APPROACH

Proposer shall describe the methodology, technical plan, and approach they will take to accomplish the work described herein and provide the solution that best suits the County's needs. The Proposer shall provide an overview of how they will work with the County to provide the solution proposed and required services. This refers to the exact type and nature of the Proposer's proposed services and how they accomplish the objectives and needs of the County, as well as the ability to comply with the County's needs for a service provider that is experienced, educated, knowledgeable, and capable of complying and adhering with Federal reimbursement programs. The proposer shall establish a clear demonstration and understanding of the work to be performed with a complete and reasonable plan/proposal for accomplishing the tasks. This shall include the

technical plan being proposed, the equipment being used, the number of personnel being used, and justification for the total time frame to complete the scope of work. Information shall include, but not be limited to the following:

a. Provide and describe a general description of the type of solution and all available processes within the solution proposed.

b. Explain the approach plan to support the needs and objectives of the Scope of Services established within this RFP.

c. Illustrate and describe the ability to provide a quick and rapid response to an incident; including the actual time to respond and provide a fully implemented and operational system prior to an incident or on an emergency on call basis.

d. Illustrate and describe the ability to provide project management and administrative resources.

e. Illustrate and describe the ability to provide collection and disposal of debris and the parameters within that service at all locations.

f. Provide and describe a staffing plan.

g. Illustrate and describe abilities to provide any other related or additional services applicable or related to this type of service.

TAB 7 COST PROPOSAL

This section shall be submitted by utilizing the Cost Proposal form (Form # 11) in the Required Forms Packet. No additional forms will be accepted or submittals that state "see attached". It is the Proposer's responsibility to provide a full disclosure of the pricing requested and all costs associated with a fully implemented and developed solution within this tab.

Schedule 1 shall include hourly rates and the grand total for the following 3 categories. These are identified as:

1. Equipment types w/ operator
2. Labor
3. Crew

Schedule 2 shall include unit rates and the grand total for the following 15 categories. These are identified as:

1. Vegetative Debris Removal (based on section 2-7.2)

2. C&D Debris Removal (based on section 2-7.3)

3. Demolition, Removal, Transport and Disposal of Non-RACM Structures (based on section 2-7.4)

4. Demolition, Removal, Transport and Disposal of RACM Structures (based on section 2-7.5)

5. DMS Operation and Reduction Through Grinding (based on section 2-7.6)

6. DMS Management and Reduction by Air Curtain Incineration (based on section 2-7.7)

7. Haul-Out of Reduced Debris to a County Approved Final Disposal Site (based on section 2-7.8)

8. Removal of Hazardous Trees and Hangers (based on section 2-7.9)

9. Removal of Hazardous Stumps (based on section 2-7.10)

10. ROW White Goods Debris Removal (based on section 2-7.12)

11. Household Hazardous Waste Removal, Transport and Disposal (based on section 2-7.13)

12. E-Waste Removal (based on section 2-7.14)

13. Abandoned Vehicle Removal (based on section 2-7.15)

14. Abandoned Vessel Removal (based on section 2-7.15)

15. Dead Animal Carcasses (based on section 2-7.16)

All fees submitted shall be associated with the fully operational solution during an emergency scenario. Pricing shall include materials, labor, set up fees, training fees, start-up fees, mobilization, demobilization, travel related expenses, meal allowances, hotel rooms, and any charges or other relevant out of pocket expenses associated with the services required within this solicitation. Pricing not within the requested schedules shall be the responsibility of the Proposer to provide these services or purchase these materials.

PART IV: SELECTION CRITERIA AND EVALUATION METHOD

4-1 GENERAL

The County shall be the sole judge of its own best interests, the proposal, and the resulting negotiated agreement. The County reserves the right to investigate the financial capability, reputation, integrity, skill, business experience, and quality of performance under similar operations of each Proposer, including stockholders and principals before making an award. Awards, if any, will be based on both an objective and subjective comparison of Proposals and Proposers. The County's decisions will be final.

The County shall evaluate the merit of the proposal based on the best value criteria listed herein. The sole objective of this evaluation is to select the vendor whose proposal is most responsive and the best value to the County's needs for a contractor to perform Emergency Debris Collection and Removal Services.

The County reserves the right to request additional information or to meet with vendors to discuss points in the Proposal before and after submission, any and all of which may be used in forming a recommendation. This is to include demonstrations of vendor's solutions.

The County reserves the right to reject any and all proposals that fail to meet the requirements of this RFP or which the County determines will not meet its needs. The County may reject the proposal of a vendor who is not, in the opinion of the County, in a position to satisfactorily perform the contract. The County reserves the right to reject any proposal if the evidence submitted by, or investigation of, such vendor fails to satisfy that such vendor is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

The County reserves the right to accept or reject in part or in whole any proposal submitted, and to waive any technicalities or informalities for the best interest of the County. The County reserves the right to award based upon individual line items, sections, or total proposal. The County may also accept or reject any of the alternates that may be set forth in a proposal.

4-2 MINIMUM QUALIFICATIONS AND EXPERIENCE

The County is seeking proposals from vendors who are have past, proven, and positive experiences in projects of similar and same size of scope of work. Proposals shall be accepted from vendors who meet the following minimum criteria, evaluated on a pass/fail basis. The Proposer shall:

- Have at least 5 years' experience in providing services for emergency debris collection and disposal services in an emergency scenario or environment.
- Be licensed to conduct business in the State of Florida.
- Provide a copy of the its audited financial statements for the previous two years and proof of its credit rating.
- Provide an organizational chart showing its ownership structure and resumes of experienced key personnel.

Proposals that do not meet these minimum qualifications will be rejected without the further evaluation outlined in Section 4-3.

4-3 EVALUATION METHOD AND SCORING CRITERIA

A Selection Committee will be appointed by the County Administrator and will be responsible for reviewing and evaluating Proposals, selecting the firm(s) that provides the best value to the County, and then negotiating a contract. The Proposers with the highest-ranked submittals may

be asked to make a detailed presentation of their product / service to the Selection Committee.

All Proposers are advised that in the event of receipt of an adequate number of Proposals which in the opinion of the Evaluation committee require no clarification and/or supplementary information, such Proposals may be evaluated without discussion. Hence, proposals should be initially submitted on the most complete and favorable terms which Proposers are capable of offering to the County.

In general, the County wishes to avoid the expense to the County and to proposers of unnecessary presentations. Therefore, the County shall make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) may request the Purchasing Manager to schedule the top ranked firm(s) for presentations or interviews.

The County may choose to conduct oral interviews with, or receive oral presentations from, one or more of the proposers. If the County chooses to allow oral interviews and/or presentations, such interviews or oral presentations will be open to the public. If oral presentations or interviews are held, the following guidelines will be used.

The Purchasing Manager shall establish the schedule and Proposers will be notified at least 7 calendar days in advance of the date, time and place of the presentations. The specific format of each presentation will be provided to Proposers with the notifications. The County shall allot equal time for each Proposer divided into three sequential parts: formal presentations, questions/answers, and discussion. Oral presentations will provide an opportunity for the Proposers to demonstrate their ability to use time efficiently, effectively, and economically. The times allotted are maximums and no firm will be penalized for using less than the allotted time.

After presentations, firms will be assigned a final score, with the highest ranked firm moving forward to the negotiation phase. The Selection Committee shall rank all complete written proposals and/or formal oral presentations/interviews in order of preference (scoring) and submit this final ranking as its final recommendation. No work for this project shall proceed without written authorization from the County.

The County reserves the right to enter into contract negotiations with the selected Proposer. If the County and the selected Proposer cannot negotiate a successful contract, the County may terminate such negotiations and begin negotiations with the next selected Proposer. No Proposer shall have any rights against the County arising from such negotiations.

Proposal packages will be reviewed and evaluated in accordance with the following criteria and weighting factors:

4-3.1 COMPLIANCE WITH REQUEST FOR PROPOSALS / TAB 1 (0 - 10 POINTS)

This refers to the adherence by the Proposer and the submittal of all required forms, samples and requests within the proposal and all conditions and requirements of this RFP.

4-3.2 RESPONDENTS EXPERIENCE, QUALIFICATIONS, EXISTING CONTRACTS, AND REFERENCES / TABS 2, 3, 4, AND 5 (0 - 30 POINTS)

Offeror's capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, and reliability which will assure good faith performance, as well as satisfactory reference verification. This criteria includes:

a. The experience of the firm and its record on engagements of a similar nature, including the ability to serve in a similar capacity for other units of government or organizations.

b. The character, integrity, reputation, judgment, experience, and efficiency of the Proposer.

c. Personnel to be assigned to the project, and their education, capabilities, qualifications and experience with similar projects.

d. Reference information gathered from other entities regarding the past experience of the firm; and

e. Strength of the other information required in Tabs 2, 3, 4, and 5.

4-3.3 METHODOLOGY, TECHNICAL PLAN, AND APPROACH / TAB 6 (0 - 30 POINTS)

This refers to the exact type and nature of the Proposer's proposed services and how it plans to accomplish the objectives of the project, as well as the ability to rapidly respond to the County's needs. The Proposer must demonstrate a clear understanding of the work to be performed with a complete and reasonable plan/proposal for accomplishing the tasks. Technical evaluations will be based upon the ability of the proposer to meet or exceed the requirements set forth in the specifications. Estimates concerning the ability of the proposer to perform accordingly shall be made by the County.

a. The ability, capacity, skill and organization of the proposer to perform as proposed.

b. The completeness, reasonableness, and efficiency of the proposed solution, including project management, administrative, and staffing plans.

c. The ability of the Proposer to respond rapidly to the County's needs.

d. Any other value added elements of the Proposal as deemed relevant by the County.

4-3.4 COST PROPOSAL / TAB 7 (0 – 30 POINTS)

This refers to the proposed rates of the Proposer. Please note that price is only one factor for consideration of award. The County reserves the right to award the contract to other than the lowest priced offeror.

Part V: Required Forms Packet

The following eleven (11) forms are required and are to be filled out completely and submitted with your proposal as per Section 4 (Instructions for the Preparation of Proposals and Response Requirements). All applicable forms shall be submitted as required by the solicitation documents.

FORM #1 PROPOSER INFORMATION AND AUTHORIZED SIGNATURE

Proposer (Company) Name: _____

F.E.I.N. or Social Security Number: _____

Mailing Address: _____

City, State, Zip: _____

Telephone Number: _____ Fax Number: _____

E-mail Address _____

Type of Entity: ❑ Corporation ❑ Partnership ❑ Proprietorship ❑ Joint Venture ❑ Other

State of Incorporation: _____ Year of Incorporation: _____

This Proposal is hereby submitted by the above-named entity ("Proposer") to St. Lucie County, Florida 20-033 for Emergency Debris Removal Services ("RFP"), having examined the solicitation and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies; and to provide the service in accordance with the terms and specifications set forth in the RFP at the prices provided in this Proposal. The prices in this Proposal will remain firm for a period of up to 90 days in order to allow the County adequate time to evaluate the Proposal. These prices are to cover all expenses incurred in performing the work required under the awarded contract, of which this RFP and Proposal is a part.

Proposer accepts all of the terms and conditions of the RFP. Proposer understands that a background investigation may be conducted by the County prior to award. Proposer hereby agrees to commence work under contract on or before a date to be specified in a written "Notice to Proceed" of the County.

Proposer has examined and carefully studied the Solicitation Documents and the following addendum receipt of which is hereby acknowledged:

No. _____ Dated: _____ No. _____ Dated: _____

No. _____ Dated: _____ No. _____ Dated: _____

Proposer certifies that all information contained in this Proposal is truthful to the best of the undersigned's knowledge and belief. Undersigned certifies that it is duly authorized to submit this Proposal on behalf of the Proposer as its act and deed and that the Proposer is ready, willing, and able to perform if awarded the contract.

Authorized Signature (original, in ink): _____

Type or Printed Name: _____

Title: _____

FORM #2 NON-COLLUSION AFFIDAVIT

STATE OF _____;
COUNTY OF _____;

_____ being first duly sworn, deposes and says that:

1. The undersigned is the _____ (Owner, Partner, Officer, Representative or Agent) of _____ (PROPOSER).

2. PROPOSER is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Bid;

3. Such Proposal is genuine and is not a collusive or sham proposal;

4. Neither the said PROPOSER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other PROPOSER, firm, or person to submit a collusive or sham proposal in connection with the Contract for which the attached Proposal has been submitted; or to refrain from responding to the RFP in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any PROPOSER, firm, or person to fix the price or prices in the attached Proposal or any other PROPOSER, or to fix any overhead, profit, or cost element of the pricing or the pricing of any other proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against COUNTY, or any person interested in the proposed Contract;

5. The price of items quoted in the attached Proposal are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any other of its agents, representatives, owners, employees or parties in interest.

By: _____

Sworn to and subscribed before me on this _____ day of _____, 20____ by _____who ☐ is personally known to me or who ☐ has presented the following type of identification: _____.

Signature of Notary Public, State of Florida	Notary seal (stamped in black ink) OR printed, typed or stamped name of Notary and Commission Number

FORM #3 CORPORATE RESOLUTION

I, _____, Secretary of _____, a Corporation organized and existing under the laws of the State of _____, hereby certify that at a meeting of the Board of Directors of the Corporation duly called and held on _____, 20____ at which a quorum was present and acting throughout, the following resolutions were adopted and are now in full force effect:

RESOLVED that the following individuals of this corporation are authorized to execute on behalf of this corporation, a Proposal to and Agreement with St. Lucie County, Florida for the provision of Emergency Debris Removal Services.

I further certify that the names of the officers of this corporation and any other persons authorized to act under this resolution and their official signatures are as follows:

NAME	TITLE	OFFICIAL SIGNATURE

IN WITNESS THEREOF, I have hereunto subscribed my name as Secretary and affixed the seal of the corporation this _____ day of _____, 20 _____

FORM #4 CONFIRMATION OF DRUG-FREE WORKPLACE

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087 Florida Statutes). In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or Contractual services that are under Bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contenders to, any violation of Chapter 893 Florida Statutes or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after the conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

Signature of Proposer's Authorized Representative

FORM #5 PUBLIC ENTITY CRIME AFFIDAVIT

Any person submitting a quote, bid or proposal in response to this invitation must execute the enclosed form PUR. 7069, SWORN STATEMENT UNDER SECTION 287.133 (3)(A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with his quote, bid or proposal. If you are submitting a quote, bid, or proposal on behalf of dealers or suppliers who will ship commodities and receive payment from the resulting contract, it is your responsibility to see that copy (s) of the form are executed by them and are included in your quote, bid or proposal. Corrections to the form will not be allowed after the quote, bid or proposal opening time and date. Failure to complete this form in every detail and submit it with your quote, bid or proposal may result in immediate disqualification of your bid or proposal.

The 1988 Florida Legislature passed Senate Bill 458 creating Sec. 287, 132-133, Florida Statutes, effective 7-1-89. Sec. 287.132 (3)(d), Florida Statutes requires the Florida Department of General Services to maintain and make available to other political entities a "convicted vendor" list consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. A public entity crime is described by Sec. 287.133, Florida Statute as a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or with an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

By law no public entity shall accept any bid from, award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statute for category two (currently $10,000) with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133 (3)(f), Florida Statute.

The attached statement or affidavit will be the form to be utilized and must be properly signed in the presence of a notary public or other officer authorized to administer oaths and properly executed.

The inclusion of the sworn statement or affidavit shall be submitted concurrently with your bid documents. Non-inclusion of this document may necessitate rejection of your bid.

FORM #5 PUBLIC ENTITY CRIME AFFIDAVIT

SWORN STATEMENT UNDER SECTION 287.133 (3) (A), FLORIDA STATUTES
ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

STATE OF _____;
COUNTY OF _____;

1. This sworn statement is submitted to St. Lucie County, Florida.

2. This sworn statement is submitted by _____ (name of entity submitting sworn statement) whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____.

3. My name is _____ and my relationship to the entity named above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b) Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and

agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133 (1)(e), FLORIDA STATUTES, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

8. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND, (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

_____

Signature

Sworn to and subscribed before me on this _____ day of _____, 20____ by _____who ☐ is personally known to me or who ☐ has presented the following type of identification: _____.

Signature of Notary Public, State of Florida	Notary seal (stamped in black ink) OR printed, typed or stamped name of Notary and Commission Number

FORM #6 HOLD HARMLESS AND INDEMNITY AGREEMENT

_____, agrees through signing of this document by an authorized party or agent that the Proposer shall indemnify and hold harmless the County and its officers; and employees, from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers and employees may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Proposer and persons employed or utilized by the Proposer in the performance of the awarded contract. The Proposer shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The Proposer expressly understands and agrees that any insurance protection required by the awarded contract or otherwise provided by Proposer shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

_____

Signature of Proposer's Authorized Representative

_____

Date

FORM #7 CERTIFICATION REGARDING DEBARMENT & SUSPENSION

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the CONTRACTOR (referred to herein as the "prospective lower tier participant") is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The

knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AN VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CONTRACTOR Company Name	Contract Number
Name	
Title	
Signature	Date

FORM #8 ANTI-LOBBYING CERTIFICATION

CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____
CONTRACTOR Name

_____
Signature of Contractor's Authorized Official

_____ _____
Name and Title of Contractor's Authorized Official Date

FORM #9 SCHEDULE 1 – HOURLY LABOR, EQUIPMENT, AND MATERIAL PRICE SCHEDULE

Equipment Type with Operator Category	Estimated Hours	Hourly Labor Rate	Total Extended Price
Air Curtain Burner, Self-contained System	350		
50' Bucket Truck	350		
Crash Truck w/impact Attenuator	140		
Dozer, Tracked, D3 or Equivalent	70		
Dozer, Tracked, D4 or Equivalent	140		
Dozer, Tracked, D5 or Equivalent	210		
Dozer, Tracked, D8 or Equivalent	210		
Dump Truck, 16 +/- CY	140		
Dump Truck, 20 +/- CY	210		
Dump Truck, 38 +/- CY	210		
Generator, 5.5 kW, List kW Capacity	140		
Generator, 200 kW, List kW Capacity	140		
Generator, 2,500 kW, List kW Capacity	210		
Light Plant with Fuel and Support	350		
Grader w/12" Blade (Min. 30,000 LB)	70		
Hydraulic Excavator, 1.5 CY	140		
Hydraulic Excavator, 2.5 CY	140		
Knuckleboom Loader	350		
Lowboy Trailer w/Tractor	140		
Mobile Crane up to 15 ton	140		
Pump, 95 HP (minimum 25' intake & 200' discharge to include fuel and support personnel)	70		
Pump, 200 HP (minimum 25' intake & 200' discharge to include fuel and support personnel)	70		
Pump, 650 HP (minimum 25' intake & 200' discharge to include fuel and support personnel)	70		
Vac Truck (Mist Capacity), List capacity	210		

Pickup Truck, I ton	70		
Skid-Steer Loader, 1,500 LB operating capacity (w/utility grapple)	140		
Skid-Steer Loader, 2,500 LB operating capacity (w/utility grapple)	140		
Compact Track Loader, 1,500 LB operating capacity (w/utility grapple)	140		
Compact Track Loader, 2,500 LB operating capacity (w/utility grapple)	140		
Tub Grinder, 800 to 1,000 HP	350		
Hydraulic Excavator, 1.5 CY (w/thumb)	140		
Hydraulic Excavator, 2.5 CY (w/thumb)	140		
Truck, Flatbed	70		
Articulated, Telescoping Scissor Lift for Tower, 15 HP/37 ft. Lift	350		
Water Truck, 2,500 gal (Non-potable, dust control and pavement maintenance)	350		
Wheel Loader, 3 CY, 152 HP	140		
Wheel Loader, 4.0 CY, 200 HP	140		
Wheel Loader, 1.5 CY, 95 HP	210		
Equipment with Operator Grand Total Extended Price:			
Others not listed in labor category – Please list below			

Labor Category	Estimated Hours	Hourly Labor Rate	Total Extended Price
Operations Manager w/cell phone and ½ ton pick-up truck	70		
Crew Foreman w/cell phone and one ton equipment truck w/small tools and miscellaneous supplies in support of crew	140		

Tree Climber/Chainsaw and gear	350		
Laborer w/Chainsaw and gear	350		
Laborer w/small tools, traffic control or flag person	350		
Bonded and Certified Security Personnel	140		
Labor Category Grand Total Extended Price:			
Others not listed in labor category – Please list below			
Crew Category	**Estimated Hours**	**Hourly Labor Rate**	**Total Extended Price**
Wheel Loader, 2.5 CY, 950 or Similar w/operator, Foreman with support vehicle and small equipment, Laborer w/chain saw and 2 laborers w/small tools	350		
Crew Category Grand Total Extended Price:			
Others not listed in crew category – Please list below			
GRAND TOTAL OF SCHEDULE 1 (Total extended price of all 3 Categories)			

FORM #9 SCHEDULE 2 – UNIT RATE PRICE SCHEDULE

References for each category of work are to RFP Scope of Services Items 2-7.2 through 2-7.16. If a vendor elects to "No Bid" individual service offerings, its proposal may be considered non-responsive to the County.

2.7-2. Vegetative Debris Removal -- Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to a County approved debris management site (DMS) or County approved final disposal site.

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	100,000			
16 to 30 Miles	125,000			
31 to 60 Miles	75,000			
Greater than 60 Miles	50,000			

2-7.3. C&D Debris Removal – Work consists of the collection and transportation of eligible C&D on the ROW or public property to a County approved final disposal site.

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	15,000			
16 to 30 Miles	25,000			
31 to 60 Miles	25,000			
Greater than 60 Miles	15,000			

2-7.4. Demolition, Removal, Transport & Disposal of Non-RACM Structures – Work consists of the decommissioning, demolition and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a County approved final disposal site.

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	5,000			
16 to 30 Miles	10,000			

31 to 60 Miles	10,000			
Greater than 60 Miles	5,000			

2-7.5. Demolition, Removal, Transport & Disposal of RACM Structures – Work consists of the decommissioning, demolition and disposal of RACM structures on public or private property and hauling the resulting debris to a County approved final disposal site.

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	5,000			
16 to 30 Miles	10,000			
31 to 60 Miles	10,000			
Greater than 60 Miles	5,000			

2-7.6. DMS Operation and Reduction Through Grinding – Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through grinding. The costs associated with acquiring, preparing, leasing, renting, operating and remediating land used as DMS as reflected in this RFP.

	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
	175,000			

2-7.7. DMS Management & Reduction by Air Curtain Incineration – Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through air curtain incinerators. The costs associated with acquiring, preparing, leasing, renting, operating and remediating land used as DMS as reflected in this RFP.

	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
	175,000			

2-7.8. Haul-out of Reduced Debris to a County Approved Final Disposal Site – Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County approved final disposal site.

FORM #9 SCHEDULE 2 – UNIT RATE PRICE SCHEDULE

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	6,100			
16 to 30 Miles	9,100			
31 to 60 Miles	15,000			
Greater than 60 Miles	30,000			
2-7.9. Removal of Hazardous Trees and Hangers – Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Item 2, Vegetative Debris Removals				
Diameter	Estimated Quantity	$ Per Tree	Total	
6 inch to 12.99 inch diameter	1,500			
13 inch to 24.99 inch diameter	1,000			
25 inch to 36.99 inch diameter	750			
37 inch to 48.99 inch diameter	300			
49 inch to larger diameter	100			
Hanger Removal (per Tree)	3,000			
2-7.10. Removal of Hazardous Stumps – Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to a County Approved DMS. Rate includes removal, backfill of stump hole, reduction and final disposal.				
Diameter	Estimated Quantity	$ Per Stump	Total	
24.1 inch to 36.99 inch diameter	500			
37 inch to 48.99 inch diameter	250			
49 inch and larger diameter				

2-7.12. ROW White Goods Debris Removal – Work consists of the removal of eligible white goods from the ROW to a County approved DMS site or County approved facility for recycling. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible white goods from the County approved DMS to a County approved facility for recycling.

Type of Debris	Estimated Quantity	$ Per Unit	Total	
A/C Units, refrigerators and freezers requiring refrigerant recovery and decontamination	250			
Washers, dryers, stoves, ovens and hot water heaters	500			

2-7.13. Household Hazardous Waste Removal, Transport and Disposal – Work consists of the collection, transportation and disposal of household hazardous waste from the ROW to a County approved permitted hazardous waste facility or MSW type I landfill.

	Estimated Quantity	$ Per Pound	Total	
	10,000			

2-7.14. E-Waste Removal – Work consists of the recovery and disposal of televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.

	Estimated Quantity	$ Per Unit	Total	
	250			

2-7.15. Abandoned Vehicle Removal – Work consists of the removal and transport of eligible abandoned vehicles.

Type of Vehicle	Estimated Quantity	$ Per Unit	Total	
Passenger Car	50			
Single Axle	25			

Double Axle	25			
2-7.15. Abandoned Vessel Removal – Works consists of the removal and transport of eligible abandoned vessels.				
Length of Vessel	Estimated Quantity	$ Per Unit	Total	
Vessels less than 20 linear feet	75			
Vessels 21 linear feet or greater	50			
2-7.16. Dead Animal Carcasses – Work consists of the recovery and disposal of dead animal carcasses.				
	Estimated Quantity	$ Per Pound	Total	
	10,000			
GRAND TOTAL OF SCHEDULE 2				

CONTRACTOR Name

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

ADDENDUM No. 1

RFP No. 21-037
Emergency Debris Removal

April 7, 2021

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project, and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

Attachment:

Questions/Answers

Please sign and return by e-mail to ciminod@stlucieco.org or fax to (772) 462-1704.

Name of Firm: _____

Signature: _____

Date: _____

1. Does the County still have a disaster debris monitoring firm under contract, or is that contract being re-procured as well?
   Answer: The County has newly procured contracts with the following: True North Emergency Mgmt., Thompson Consulting and Tetra Tech.

2. Are you able to provide the names and titles of the evaluation committee members?
   Answer: No

3. Are you able to provide the date, time, and location when the evaluation committee meeting will evaluate proposals?
   Answer: No

4. Where will the intent to award be made, and how will it be communicated to proposers?
   Answer: Notice of Intent are posted on DemandStar.com

5. Does St. Lucie County own any self-loading grapple trucks? If the answer to the previous question is "yes," how many?
   Answer: No

6. How many miles of County maintained roadway is within the County?
   Answer: 540 miles of roadway

7. Does the County have memorandums of understanding or mutual aid agreements in place with other incorporated municipalities within the County that would allow the use of this contract to be utilized by those entities to perform disaster debris management services?
   Answer: No

8. Does the County intend to allow for some of the incorporated municipalities within the County to utilize this contract, and if so, which ones?
   Answer: It is unknown at this time.

9. On page 55 of 76 of the RFP document, the proposed rates will be evaluated on the unit rates submitted for the individual items listed. Does this mean that you will evaluate each line item's cost separately, and thus, will not simply be adding up the line items to come up with a "bid price"?
   Answer: Line items will be evaluated at an overall cost comparison.

10. Does the County plan to evaluate the hourly line items pricing equally with the unit line items pricing, or will they be evaluated and scored separately?
    Answer: They will not be evaluated and scored separately.

11. Line item 2-7.10 of the pricing schedule does not list an estimated quantity for trees that are 49 inches and larger in diameter. Are we to surmise that "0" should be the estimated quantity for this line item?
    Answer: One should be the estimated quantity.

12. Are you able to provide the location(s) of any approved DMS location(s) for the upcoming hurricane season?
    Answer: No

ACORD 4 PM 2:23

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/02/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Florida, Inc. P.O. Box 2412 Daytona Beach FL 32115-2412	**CONTACT NAME:** Denise D'Abato **PHONE (A/C, No, Ext):** (386) 239-7281 **FAX (A/C, No):** (386) 323-9121 **E-MAIL ADDRESS:** Denise.DAbato@bbrown.com
INSURED Bergeron Emergency Services, Inc. 19612 S.W. 69th Place Fort Lauderdale FL 33332	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A:** GuideOne National Insurance Company — 14167 **INSURER B:** Progressive Express Insurance Company — 10193 **INSURER C:** Insurance Company of the West — 27847 **INSURER D:** Ategrity Specialty Insurance Company — 16427 **INSURER E:** **INSURER F:**

COVERAGES **CERTIFICATE NUMBER:** 22-23 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			ENV562008090-00	01/01/2022	01/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Policy Aggregate	$ 1,000,000 $ 50,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 1,000,000 $ 3,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			955657930	02/01/2022	02/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,0000 $ $ $ $ 10,000
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $ 0			ENV562008091-00	01/01/2022	01/01/2023	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WFL 5064098 00	02/01/2022	02/01/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Excess Liability			01-P-XL-P70001471-0	01/01/2022	01/01/2023	Occurrence Aggregate	$4,000,000 $4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE NOTES FOR POLICY COVERAGE FORMS
RE: RFP NO. 21-037, EMERGENCY DEBRIS REMOVAL
ST LUCIE COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE ADDITIONAL INSURED AND WAIVER OF SUBROGATION APPLIES AS REQUIRED BY WRITTEN CONTRACT AND IF APPLICABLE, PER THE FORMS LISTED ON THE ATTACHED ADDITIONAL REMARKS SCHEDULE.

CERTIFICATE HOLDER

ST LUCIE COUNTY
2300 VIRGINIA AVE
FORT PIERCE FL 34982

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Stephanie

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Brown & Brown of Florida, Inc.	Bergeron Emergency Services, Inc.
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

INSURER A - PROFESSIONAL/POLLUTION
POLICY NUMBER: ENV562008090-00
POLICY TERM: 01/01/2022 TO 01/01/2023
PROFESSIONAL LIABILITY $1,000,000 OCCURRENCE/ $2,000,000 AGGREGATE
POLLUTION LIABILITY - $1,000,000 OCCURRENCE/ $2,000,0000 AGGREGATE

CURRENT BLANKET POLICY FORMS

GENERAL LIABILITY:
1.) CG2010 0704 - ADDITIONAL INSURED- OWNERS, LESSEES OR CONTRACTORS SCHEDULED PERSON OR ORGANIZATION
2.) CG2037 0704 - ADDITIONAL INSURED- OWNERS, LESSEES OR CONTRACTORS COMPLETED OPERATIONS
3.) GO 0218 4YA 1017 - AMENDED WAIVER OF SUBROGATION
4.) GO 0216 4YP 1017 - PRIMARY/ NON-CONTRIBUTORY COVERAGE

POLLUTION:
1.) GO 2212-4YA 1017 - ADDITIONAL INSURED OWNERS, LESSEES OR CONTRACTORS
2.) GO 0218 4YA 1017 - AMENDED WAIVER OF SUBROGATION
3.) GO 0216 4YP 1017 - PRIMARY/ NON-CONTRIBUTORY COVERAGE

GUIDEONE NATIONAL INSURANCE COMPANY EXCESS LIABLITY POLICY APPLIES IN EXCESS OF THE GENERAL LIABILITY, EMPLOYERS LIABILITY, POLLUTION AND PROFESSIONAL LIABILITY AND AUTO LIABILITY WITH THE EXCEPTION OF HIRED & NON-OWNED AUTOS.

ATEGRITY SPECIALTY INSURANCE COMPANY EXCESS LIABILITY POLICY APPLIES IN EXCESS OF THE GENERAL LIABILITY AND EMPLOYERS LIABILITY.

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St. Lucie County
First Amendment

DocuSign Envelope ID: 645559FE-A143-453B-BB85-01C6950FF45B

C22-02-177

FIRST AMENDMENT TO FEBRUARY 15, 2022 CONTRACT
BETWEEN ST. LUCIE COUNTY AND BERGERON EMERGENCY SERVICES, INC.

THIS FIRST AMENDMENT, is made and entered into this 24 day of January, 2023, by and between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, (the "County") and **BERGERON EMERGENCY SERVICES, INC.,** or his, its or their successors, executors, administrators, and assigns (the "Contractor").

WHEREAS, on February 15, 2022, the parties entered into a Contract to provide for Emergency Debris Removal; and,

WHEREAS, the parties desire to amend the Agreement to exercise the first one-year renewal option.

NOW, THEREFORE, in consideration of the mutual promise contained herein, the parties agree to amend the Contract as follows:

1. Paragraph 6. TERM/TIME OF PERFORMANCE shall be amended to read as follows:

   6. **TERM/TIME OF PERFORMANCE**

   Term: The term of this contract shall be for a period of two (2) years beginning on **February 15, 2022** and continuing through and including **February 14, 2024**. Upon mutual written agreement, this Contract may be extended for two (2) additional one-year renewal terms pursuant to the same terms and conditions.

   Work Hours: The Contractor shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed 7 days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the County and the Contractor. Unless otherwise directed, the Contractor must be capable of conducting volumetric reduction operations at DMS locations on a 24 hour, 7 days a week basis. No work will be performed on recognized County holidays without prior approval of the County Debris Manager.

   Time of Completion: The services shall commence upon the written notice to proceed from the County Project Manager or his designee, and the project shall be completed in accordance with the individual project schedule.

2. Except as amended herein, all other terms and conditions of the Contract shall remain in full force and effect.

DocuSign Envelope ID: 645559FE-A143-453B-BB85-01C6950FF45B

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Amendment upon the terms and conditions above stated.

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: _____
Interim **COUNTY ADMINISTRATOR**

APPROVED AS TO FORM AND CORRECTNESS:

_____
COUNTY ATTORNEY

BERGERON EMERGENCY SERVICES, INC.

BY: Ronald M Bergeron, Jr. 1/23/2023

PRINT NAME: Ronald M Bergeron, Jr.

TITLE: President

St. Lucie County
Second Amendment

DocuSign Envelope ID: 71ADD688-09BA-45F6-9AAD-8DA8D8A06810

SECOND AMENDMENT TO FEBRUARY 15, 2022 CONTRACT
BETWEEN ST. LUCIE COUNTY AND
BERGERON EMERGENCY SERVICES, INC.

THIS SECOND AMENDMENT, is made and entered into this 5 day of April, 2024, by and between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, (the "County") and **BERGERON EMERGENCY SERVICES, INC.,** or his, its or their successors, executors, administrators, and assigns (the "Contractor").

WHEREAS, on February 15, 2022, the parties entered into a Contract to provide for Emergency Debris Removal; and,

WHEREAS, on January 24, 2023, the parties executed the first amendment to the Contract to exercise the first one-year renewal option.

WHEREAS, the parties desire to further amend the Contract to exercise the second one-year renewal option and update the pricing.

NOW, THEREFORE, in consideration of the mutual promise contained herein, the parties agree to amend the Contract as follows:

1. Paragraph 6. TERM/TIME OF PERFORMANCE shall be amended to read as follows:

6. **TERM/TIME OF PERFORMANCE**

Term: The term of this contract shall be for a period of three (3) years beginning on **February 15, 2022** and continuing through and including **February 14, 2025**. Upon mutual written agreement, this Contract may be extended for one (1) additional one-year renewal period pursuant to the same terms and conditions.

Work Hours: The Contractor shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed 7 days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the County and the Contractor. Unless otherwise directed, the Contractor must be capable of conducting volumetric reduction operations at DMS locations on a 24 hour, 7 days a week basis. No work will be performed on recognized County holidays without prior approval of the County Debris Manager.

Time of Completion: The services shall commence upon the written notice to proceed from the County Project Manager or his designee, and the project shall be completed in accordance with the individual project schedule.

2. Paragraph 8. CONTRACT PAYMENT shall be amended to include the following:

DocuSign Envelope ID: 71ADD688-09BA-45F6-9AAD-8DA8D8A06810

Effective February 15, 2024, the County shall pay the Contractor for the performance of this Contract and completion of the project in accordance with the Contract Documents: Pursuant to the Exhibit "A" Revised Hourly Labor, Equipment and Materials Price Schedule attached.

3. Except as amended herein, all other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Amendment upon the terms and conditions above stated.

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: _____
COUNTY ADMINISTRATOR

APPROVED AS TO FORM AND CORRECTNESS:

_____
COUNTY ATTORNEY

BERGERON EMERGENCY SERVICES, INC.

BY: Ronald M Bergeron JR 4/4/2024

PRINT NAME: Ronald M Bergeron JR

TITLE: CEO

DocuSign Envelope ID: 71ADD688-09BA-45F6-9AAD-8DA8D8A06810

Exhibit "A" Updated Pricing Schedule

Contractor's Name: **Bergeron Emergency Services, Inc.**

Equipment Type with Operator Category	Previous Houly Labor Rate	Proposed Hourly Labor Rate	Increase Percentage
Air Curtain Burner, Self-contained System	**$325.00**	**$341.25**	**5%**
50' Bucket Truck	**$225.00**	**$236.25**	**5%**
Crash Truck w/impact Attenuator	**$350.00**	**$367.50**	**5%**
Dozer, Tracked, D3 or Equivalent	**$150.00**	**$157.50**	**5%**
Dozer, Tracked, D4 or Equivalent	**$165.00**	**$173.25**	**5%**
Dozer, Tracked, D5 or Equivalent	**$185.00**	**$194.25**	**5%**
Dozer, Tracked, D8 or Equivalent	**$275.00**	**$288.75**	**5%**
Dump Truck, 16 +/- CY	**$60.00**	**$63.00**	**5%**
Dump Truck, 20 +/- CY	**$75.00**	**$78.75**	**5%**
Dump Truck, 38 +/- CY	**$115.00**	**$120.75**	**5%**
Generator, 5.5 kW, List kW Capacity	**$150.00**	**$157.50**	**5%**
Generator, 200 kW, List kW Capacity	**$375.00**	**$393.75**	**5%**
Generator, 2,500 kW, List kW Capacity	**$550.00**	**$577.50**	**5%**
Light Plant with Fuel and Support	**$80.00**	**$84.00**	**5%**
Grader w/12" Blade (Min. 30,000 LB)	**$175.00**	**$183.75**	**5%**
Hydraulic Excavator, 1.5 CY	**$150.00**	**$157.50**	**5%**
Hydraulic Excavator, 2.5 CY	**$175.00**	**$183.75**	**5%**
Knuckleboom Loader	**$225.00**	**$236.25**	**5%**
Lowboy Trailer w/Tractor	**$120.00**	**$126.00**	**5%**
Mobile Crane up to 15 ton	**$275.00**	**$288.75**	**5%**
Pump, 95 HP (minimum 25' intake & 200' discharge to include fuel and support personnel)	**$100.00**	**$105.00**	**5%**
Pump, 200 HP (minimum 25' intake & 200' discharge to include fuel and support personnel)	**$150.00**	**$157.50**	**5%**
Pump, 650 HP (minimum 25' intake & 200' discharge to include fuel and support personnel)	**$275.00**	**$288.75**	**5%**
Vac Truck (Mist Capacity), List capacity	**$275.00**	**$288.75**	**5%**
Pickup Truck, I ton	**$45.00**	**$47.25**	**5%**
Skid-Steer Loader, 1,500 LB operating capacity (w/utility grapple)	**$120.00**	**$126.00**	**5%**
Skid-Steer Loader, 2,500 LB operating capacity	**$130.00**	**$136.50**	**5%**

DocuSign Envelope ID: 71ADD688-09BA-45F6-9AAD-8DA8D8A06810

Exhibit "A" Updated Pricing Schedule

Contractor's Name: **Bergeron Emergency Services, Inc.**

Compact Track Loader, 1,500 LB operating capacity (w/utility grapple)	**$120.00**	**$126.00**	**5%**
Compact Track Loader, 2,500 LB operating capacity (w/utility grapple)	**$130.00**	**$136.50**	**5%**
Tub Grinder, 800 to 1,000 HP	**$575.00**	**$603.75**	**5%**
Hydraulic Excavator, 1.5 CY (w/thumb)	**$150.00**	**$157.50**	**5%**
Hydraulic Excavator, 2.5 CY (w/thumb)	**$175.00**	**$183.75**	**5%**
Truck, Flatbed	**$75.00**	**$78.75**	**5%**
Articulated, Telescoping Scissor Lift for Tower, 15 HP/37 ft. Lift	**$55.00**	**$57.75**	**5%**
Water Truck, 2,500 gal (Non-potable, dust control and pavement maintenance)	**$100.00**	**$105.00**	**5%**
Wheel Loader, 3 CY, 152 HP	**$150.00**	**$157.50**	**5%**
Wheel Loader, 4.0 CY, 200 HP	**$175.00**	**$183.75**	**5%**
Wheel Loader, 1.5 CY, 95 HP	**$125.00**	**$131.25**	**5%**
Labor Category	Previous Houly Labor Rate	Proposed Hourly Labor Rate	Increase Percentage
Operations Manager w/cell phone and ½ ton pick-up truck	**$120.00**	**$126.00**	**5%**
Crew Foreman w/cell phone and one ton equipment truck w/small tools and miscellaneous supplies in support of crew	**$90.00**	**$94.50**	**5%**
Tree Climber/Chainsaw and gear	**$90.00**	**$94.50**	**5%**
Laborer w/Chainsaw and gear	**$39.00**	**$40.95**	**5%**
Laborer w/small tools, traffic control or flag person	**$39.00**	**$40.95**	**5%**
Bonded and Certified Security Personnel	**$55.00**	**$57.75**	**5%**
Crew Category	Previous Houly Labor Rate	Proposed Hourly Labor Rate	Increase Percentage
Wheel Loader, 2.5 CY, 950 or Similar w/operator, Foreman with support vehicle and small equipment, Laborer w/chain saw and 2 laborers w/small tools	**$325.00**	**$341.25**	**5%**

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Bergeron Emergency Services, Inc.

2.7-2. Vegetative Debris Removal -- Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to a County approved debris management site (DMS) or County approved final disposal site.

Mileage	Previous Per Cubic Yard	Proposed Per Cubic Yard	Previous Per Ton (Alternate)	Proposed Per Ton (Alternate)
0 to 15 Miles	**$8.50**	**$8.93**	**$32.00**	**$33.60**
16 to 30 Miles	**$9.00**	**$9.45**	**$36.00**	**$37.80**
31 to 60 Miles	**$9.75**	**$10.24**	**$40.00**	**$42.00**
Greater than 60 Miles	**$12.00**	**$12.60**	**$50.00**	**$52.50**

2-7.3. C&D Debris Removal – Work consists of the collection and transportation of eligible C&D on the ROW or public property to a County approved final disposal site.

Mileage	Previous Per Cubic Yard	Proposed Per Cubic Yard	Previous Per Ton (Alternate)	Proposed Per Ton (Alternate)
0 to 15 Miles	**$8.50**	**$8.93**	**$19.00**	**$19.95**
16 to 30 Miles	**$9.00**	**$9.45**	**$24.00**	**$25.20**
31 to 60 Miles	**$10.25**	**$10.76**	**$31.00**	**$32.55**
Greater than 60 Miles	**$15.00**	**$15.75**	**$45.00**	**$47.25**

2-7.4. Demolition, Removal, Transport & Disposal of Non-RACM Structures – Work consists of the decommissioning, demolition and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a County approved final disposal site.

Mileage	Previous Per Cubic Yard	Proposed Per Cubic Yard	Previous Per Ton (Alternate)	Proposed Per Ton (Alternate)
0 to 15 Miles	**$21.00**	**$22.05**	**$65.00**	**$68.25**
16 to 30 Miles	**$24.00**	**$25.20**	**$75.00**	**$78.75**
31 to 60 Miles	**$31.00**	**$32.55**	**$90.00**	**$94.50**
Greater than 60 Miles	**$39.00**	**$40.95**	**$120.00**	**$126.00**

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Bergeron Emergency Services, Inc.

2-7.5. Demolition, Removal, Transport & Disposal of RACM Structures – Work consists of the decommissioning, demolition and disposal of RACM structures on public or private property and hauling the resulting debris to a County approved final disposal site.

Mileage	Previous Per Cubic Yard	Proposed Per Cubic Yard	Previous Per Ton (Alternate)	Proposed Per Ton (Alternate)
0 to 15 Miles	**$24.00**	**$25.20**	**$70.00**	**$73.50**
16 to 30 Miles	**$27.75**	**$29.14**	**$80.00**	**$84.00**
31 to 60 Miles	**$37.00**	**$38.85**	**$105.00**	**$110.25**
Greater than 60 Miles	**$44.00**	**$46.20**	**$150.00**	**$157.50**

2-7.6. DMS Operation and Reduction Through Grinding – Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through grinding. The costs associated with acquiring, preparing, leasing, renting, operating and remediating land used as DMS as reflected in this RFP.

	Previous Per Cubic Yard	Proposed Per Cubic Yard	Previous Per Ton (Alternate)	Proposed Per Ton (Alternate)
	$4.25	**$4.46**	**$16.00**	**$16.80**

2-7.7. DMS Management & Reduction by Air Curtain Incineration – Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through air curtain incinerators. The costs associated with acquiring, preparing, leasing, renting, operating and remediating land used as DMS as reflected in this RFP.

	Previous Per Cubic Yard	Proposed Per Cubic Yard	Previous Per Ton (Alternate)	Proposed Per Ton (Alternate)
	$3.75	**$3.94**	**$13.00**	**$13.65**

2-7.8. Haul-out of Reduced Debris to a County Approved Final Disposal Site – Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County approved final disposal site.

Mileage	Previous Per Cubic Yard	Proposed Per Cubic Yard	Previous Per Ton (Alternate)	Proposed Per Ton (Alternate)
0 to 15 Miles	**$5.25**	**$5.51**	**$20.00**	**$21.00**
16 to 30 Miles	**$7.00**	**$7.35**	**$24.50**	**$25.73**
31 to 60 Miles	**$9.50**	**$9.98**	**$28.75**	**$30.19**
Greater than 60 Miles	**$12.00**	**$12.60**	**$36.50**	**$38.33**

Bergeron Emergency Services, Inc.

2-7.9. Removal of Hazardous Trees and Hangers – Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Item 2, Vegetative Debris Removals.

Diameter	Previous Per Tree	Proposed Per Tree	Percentage Increase	
6 inch to 12.99 inch diameter	**$75.00**	**$78.75**	**5%**	
13 inch to 24.99 inch diameter	**$125.00**	**$131.25**	**5%**	
25 inch to 36.99 inch diameter	**$175.00**	**$183.75**	**5%**	
37 inch to 48.99 inch diameter	**$325.00**	**$341.25**	**5%**	
49 inch to larger diameter	**$375.00**	**$393.75**	**5%**	
Hanger Removal (per Tree)	**$90.00**	**$94.50**	**5%**	

2-7.10. Removal of Hazardous Stumps – Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to a County Approved DMS. Rate includes removal, backfill of stump hole, reduction and final disposal.

Diameter	Previous Per Stump	Proposed Per Stump	Percentage Increase	
24.1 inch to 36.99 inch diameter	**$275.00**	**$288.75**	**5%**	
37 inch to 48.99 inch diameter	**$375.00**	**$393.75**	**5%**	
49 inch and larger diameter	**$475.00**	**$498.75**	**5%**	

2-7.12. ROW White Goods Debris Removal – Work consists of the removal of eligible white goods from the ROW to a County approved DMS site or County approved facility for recycling. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible white goods from the County approved DMS to a County approved facility for recycling.

Type of Debris	Previous Per Unit	Proposed Per Unit	Percentage Increase	
A/C Units, refrigerators and freezers requiring refrigerant recovery and decontamination	**$120.00**	**$126.00**	**5%**	
Washers, dryers, stoves, ovens and hot water heaters	**$55.00**	**$57.75**	**5%**	

2-7.13. Household Hazardous Waste Removal, Transport and Disposal – Work consists of the collection, transportation and disposal of household hazardous waste from the ROW to a County approved permitted hazardous waste facility or MSW type I landfill.

	Previous Per Pound	Proposed Per Pound	Percentage Increase	
	$25.00	**$26.25**	**5%**	

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Bergeron Emergency Services, Inc.

2-7.14. E-Waste Removal – Work consists of the recovery and disposal of televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.

	Previous Per Unit	Proposed Per Unit	Percentage Increase	
	$35.00	**$36.75**	**5%**	

2-7.15. Abandoned Vehicle Removal – Work consists of the removal and transport of eligible abandoned vehicles.

Type of Vehicle	Previous Per Unit	Proposed Per Unit	Percentage Increase	
Passenger Car	**$275.00**	**$288.75**	**5%**	
Single Axle	**$375.00**	**$393.75**	**5%**	
Double Axle	**$475.00**	**$498.75**	**5%**	

2-7.15. Abandoned Vessel Removal – Works consists of the removal and transport of eligible abandoned vessels.

Length of Vessel	Previous Per Unit	Proposed Per Unit	Percentage Increase	
Vessels less than 20 linear feet	**$1,500.00**	**$1,575.00**	**5%**	
Vessels 21 linear feet or greater	**$3,500.00**	**$3,675.00**	**5%**	

2-7.16. Dead Animal Carcasses – Work consists of the recovery and disposal of dead animal carcasses.

	Previous Per Pound	Proposed Per Pound	Percentage Increase	
	$7.00	**$7.35**	**5%**	

St. Lucie County
Third Amendment

Docusign Envelope ID: EB7017AD-658E-43C7-A45C-660B6B1170F1

C22-02-177

THIRD AMENDMENT TO FEBRUARY 15, 2022 CONTRACT
BETWEEN ST. LUCIE COUNTY AND BERGERON EMERGENCY SERVICES, INC.

THIS THIRD AMENDMENT, is made and entered into this 17 day of March, 2025, by and between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, (the "County") and **BERGERON EMERGENCY SERVICES, INC.,** or his, its or their successors, executors, administrators, and assigns (the "Contractor").

WHEREAS, on February 15, 2022, the parties entered into a Contract to provide for Emergency Debris Removal; and,

WHEREAS, on January 24, 2023, the parties executed the first amendment to the Contract to exercise the first one-year renewal option.

WHEREAS, on April 5, 2024, the parties executed the second amendment to the Contract to exercise the second one-year renewal option and update the pricing; and,

WHEREAS, the parties desire to further amend the Contract to exercise the third one-year renewal option, update the Debris Management Sites (DMS), and clarify the mileage categories.

NOW, THEREFORE, in consideration of the mutual promise contained herein, the parties agree to amend the Contract as follows:

1. Paragraph 6. TERM/TIME OF PERFORMANCE shall be amended to read as follows:

   6. **TERM/TIME OF PERFORMANCE**

   Term: The term of this contract shall be for a period of four (4) years beginning on **February 15, 2022** and continuing through and including **February 14, 2026.**

2. Section 2-7.20 Debris Management Sites (DMS) shall be amended to include the following:

   2-7.20 DEBRIS MANAGEMENT SITES (DMS)

   The County shall provide predetermined locations to support the event in which the contract is activated. The County shall provide the vendor with an updated list of those locations annually. Depending on the incident in which the contract is activated the County may provide the Vendor with a minimum of 2 DMS locations.

   The Current Debris Management Sites are as follows:

Florida Department of Environmental Protection (FDEP) **FDEP Site Name & FDEP WACS #**	**Approximate Acres**	**Permitted Waste Type(s)**	**GPS Entrance Location & Address/Description**
Central County - Midway Site **WACS# 108672** Aka. "Midway" or "Former Tropicana"	~ 11 acres	**Yard Trash, C&D, Mixed**	27°22'29.0"N 80°24'11.6"W 8000 W. Midway Road
Airport West Commerce Park **WACS# 104969** Aka. "Kings Highway"	~ 17 acres Depending on rainfall, 20 additional acres might be usable south of entrance road.	**Yard Trash, C&D, Mixed**	27°29'54.1"N 80°23'54.6"W 3590 N. Kings Hwy.
SLC HD Staging Site **WACS# 99866** Aka. "Indrio Road"	~ 20 usable acres	**Yard Trash, C&D, Mixed**	27°31'14.6"N 80°22'19.6"W (West of US Hwy. 1, east of of Kings Hwy.)
Indian River Estates-Yard Waste **WACS# 106183** Aka. "Indian River Estates"	~ 1 acre, up to 4 acres if site is cleared of all trees and concrete	**Yard Trash ONLY**	27°21'07.5"N 80°19'32.5"W Entrance is a 30' wide easement on US Hwy. 1, just South of Easy Street
St. Lucie County Fairgrounds Staging Area **WACS# 106183** Aka. "Fairgrounds"	~ 9 acres (potentially) The area was used in 2005.	**Yard Trash, C&D, Mixed**	27°21'55.4"N 80°29'20.7"W Enter from Peacock Road

3. Schedule 2 – Unit Rate Price schedule shall be amended to include the following clarification:

Work consists of the collection and transportation of (i)eligible vegetative debris; (ii) C&D; (iii) Non-RACM Structures; (iv) RACM Structures; and (v) reduced eligible disaster related debris on the ROW or public property to a County approved debris management site (DMS) or County approved final disposal site.

Mileages Categories shall be as follows:

A. 0 to 15.9 Miles
B. 16 to 30.9 Miles
C. 31 to 60.9 Miles
D. 70 Miles or Greater

4. Except as amended herein, all other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Amendment upon the terms and conditions above stated.

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: _____
COUNTY ADMINISTRATOR

APPROVED AS TO FORM AND CORRECTNESS:

_____
COUNTY ATTORNEY

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BERGERON EMERGENCY SERVICES, INC.

BY: Ronald M. Bergeron Jr

PRINT NAME: Ronald M. Bergeron Jr

TITLE: Founder/CEO

3/17/2025

DECLARATION UNDER PENALTY OF PERJURY

When a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must complete this Declaration, pursuant to Florida Statute §787.06 (13).

I, Ronald M. Bergeron, Jr. (name), an officer or authorized representative for Bergeron Emergency Services, Inc. (business name), a nongovernmental entity, declare that Bergeron Emergency Services, Inc. (business name) does not use coercion for labor or services as defined in Florida Statute §787.06.

I declare under penalties of perjury that the foregoing statements are true and correct.

Signature

Ronald M. Bergeron, Jr.
Print Name and Title

Date 3.3.2025

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization on this March 5, 2025 by Ronald Bergeron Jr., who is [X] personally known to me or [ ] has produced _____ as identification.

Signature of Notary Public

GAIL FRIEDRICH
MY COMMISSION # HH 605286
EXPIRES: February 4, 2029

CONTRACT PROVISIONS FOR FEMA PUBLIC ASSISTANCE

Pursuant to 2 CFR 200.327 and Appendix II to Part 200, the following federal requirements and contract provisions are incorporated herein, where applicable:

Contractor acknowledges that any subcontracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Contractor acknowledges that all subcontracts in excess of $10,000 must address termination for cause and for convenience by the Contractor including the manner by which it will be affected and the basis for settlement.

Contractor agrees to adhere to contract provisions (1) through (20) below where applicable:

1. **Equal Opportunity**: During the performance of this contract, the CONTRACTOR agrees as follows:
During the performance of this contract, the CONTRACTOR agrees as follows:

   (1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

   (2) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

   (3) The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or

applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR's legal duty to furnish information.

(4) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.
The applicant further agrees that it will be bound by the above equal opportunity

clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and sub-contractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a CONTRACTOR debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and sub-contractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. **Davis-Bacon Act:** CONTRACTOR agrees to abide by the following (*as applicable to projects not solely funded by SLFRF funds*):

(1)

Minimum wages —

(i) *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics. As provided in paragraphs (d) and (e) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph (a)(4) of this section.

Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (a)(1)(iii) of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the CONTRACTOR and its sub-contractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) *Frequently recurring classifications.*

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph (a)(1)(iii) of this section, provided that:

(*1*) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(*2*) The classification is used in the area by the construction industry; and

(*3*) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with paragraph (a)(1)(iii)(A)(*3*) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) *Conformance.*

(A) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(*1*) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(*2*) The classification is used in the area by the construction industry; and

(*3*) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage

rates contained in the wage determination.

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the CONTRACTOR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) In the event the CONTRACTOR, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov,* refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(E) The contracting officer must promptly notify the CONTRACTOR of the action taken by the Wage and Hour Division under paragraphs (a)(1)(iii)(C) and (D) of this section. The CONTRACTOR must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (a)(1)(iii)(C) or (D) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iv) *Fringe benefits not expressed as an hourly rate.* Whenever the

minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the CONTRACTOR may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v)

Unfunded plans. If the CONTRACTOR does not make payments to a trustee or other third person, the CONTRACTOR may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the CONTRACTOR, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis- Bacon Act have been met. The Secretary of Labor may require the CONTRACTOR to set aside in a separate account assets for the meeting of obligations under the plan or program.

(vi)

Interest. In the event of a failure to pay all or part of the wages required by the contract, the CONTRACTOR will be required to pay interest on any underpayment of wages.

(2)

Withholding —

(i)

Withholding requirements. The City of Fort Pierce may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the CONTRACTOR so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime CONTRACTOR or any sub-contractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in paragraph (a) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime CONTRACTOR (as defined in § 5.2). The necessary funds may be withheld from the CONTRACTOR under this contract, any other Federal contract with the same prime CONTRACTOR, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime CONTRACTOR, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the CONTRACTOR liability for which the funds were withheld. In the event of a CONTRACTOR's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or

development of the project under a development statute) all or part of the wages required by the contract, or upon the CONTRACTOR's failure to submit the required records as discussed in paragraph (a)(3)(iv) of this section, the City of Fort Pierce may on its own initiative and after written notice to the CONTRACTOR, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(ii)

Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A)

A CONTRACTOR's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B)

A contracting agency for its reprocurement costs;

(C)

A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a CONTRACTOR, or a CONTRACTOR's bankruptcy estate;

(D)

A CONTRACTOR's assignee(s);

(E)

A CONTRACTOR's successor(s); or

(F)

A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(3)

Records and certified payrolls —

(i)

Basic record requirements —

(A)

Length of record retention. All regular payrolls and other basic records must be maintained by the CONTRACTOR and any sub-contractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(B) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(C) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph (a)(1)(v) of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the CONTRACTOR must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(D) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) *Certified payroll requirements —*

(A) *Frequency and method of submission.* The CONTRACTOR or sub-contractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the U.S. Treasury if the agency is a party to the contract, but if the agency is not such a party, the CONTRACTOR will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the City of Fort Pierce. The prime CONTRACTOR is responsible for the submission of all certified payrolls by all sub-contractors. A contracting agency or prime CONTRACTOR may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires

a legally valid electronic signature; the system allows the CONTRACTOR, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime CONTRACTOR permits other methods of submission in situations where the CONTRACTOR is unable or limited in its ability to use or access the electronic system.

(B)

Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph (a)(3)(i)(B) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime CONTRACTOR to require a sub-CONTRACTOR to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime CONTRACTOR for its own records, without weekly submission by the sub-contractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C)

Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the CONTRACTOR or sub-contractor, or the CONTRACTOR's or sub-contractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(*1*)

That the certified payroll for the payroll period contains the information required to be provided under paragraph (a)(3)(ii) of this section, the appropriate information and basic records are being maintained under paragraph (a)(3)(i) of this section, and such information and records are correct and complete;

(*2*) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(*3*) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(C) of this section.

(E) *Signature.* The signature by the CONTRACTOR, sub-contractor, or the CONTRACTOR's or sub-contractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) *Falsification.* The falsification of any of the above certifications may subject the CONTRACTOR or sub-contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(G) *Length of certified payroll retention.* The CONTRACTOR or sub-contractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) *Contracts, subcontracts, and related documents.* The CONTRACTOR or sub-contractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The CONTRACTOR or sub-contractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) *Required disclosures and access —*

(A) *Required record disclosures and access to workers.* The CONTRACTOR or sub-contractor must make the records required under paragraphs (a)(3)(i) through (iii) of this section, and any other documents that the City of Fort Pierce or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the City of Fort Pierce or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) *Sanctions for non-compliance with records and worker access requirements.* If the CONTRACTOR or sub-contractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the CONTRACTOR, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any CONTRACTOR or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the CONTRACTOR or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) *Required information disclosures.* CONTRACTORs and sub-contractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the U.S. Treasury if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the CONTRACTOR, sub-contractor, or both, must, upon request, provide the full Social Security number and last known address,

telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the City of Fort Pierce, the CONTRACTOR, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4)

Apprentices and equal employment opportunity —

(i)

Apprentices —

(A)

Rate of pay. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the CONTRACTOR will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B)

Fringe benefits. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C)

Apprenticeship ratio. The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the CONTRACTOR as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to

paragraph (a)(4)(i)(D) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(4)(i)(A) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D)

Reciprocity of ratios and wage rates. Where a CONTRACTOR is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the CONTRACTOR's registered program must be observed.

(ii)

Equal employment opportunity. The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5)

Compliance with Copeland Act requirements. The CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

(6)

Subcontracts. The CONTRACTOR or sub-contractor must insert in any subcontracts the clauses contained in paragraphs (a)(1) through (11) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Treasury may by appropriate instructions require, and a clause requiring the sub-contractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime CONTRACTOR is responsible for compliance by any sub-contractor or lower tier sub-contractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime CONTRACTOR and any sub-contractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier sub-contractors, and may be subject to debarment, as appropriate.

(7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a CONTRACTOR and a sub-contractor as provided in 29 CFR 5.12.

(8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the CONTRACTOR (or any of its sub-contractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.*

(i) By entering into this contract, the CONTRACTOR certifies that neither it nor any person or firm who has an interest in the CONTRACTOR's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

(iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

(11) *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any CONTRACTOR of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

(ii) Filing any complaint, initiating or causing to be initiated any

proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

(iv) Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

3. **Contract Work Hours and Safety Standards Act (CWHSSA):** CONTRACTOR hereby agrees to abide by the following:

(1) *Overtime requirements.* No CONTRACTOR or sub-contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the CONTRACTOR and any sub-contractor responsible therefore shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such CONTRACTOR and sub-contractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

(3) *Withholding for unpaid wages and liquidated damages —*

(i) *Withholding process.* The City of Fort Pierce may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the

CONTRACTOR so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime CONTRACTOR or any sub-contractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph

(b) on this contract, any other Federal contract with the same prime CONTRACTOR, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime CONTRACTOR (as defined in § 5.2). The necessary funds may be withheld from the CONTRACTOR under this contract, any other Federal contract with the same prime CONTRACTOR, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime CONTRACTOR, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the CONTRACTOR liability for which the funds were withheld.

(ii)

Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A)

A CONTRACTOR's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B)

A contracting agency for its reprocurement costs;

(C)

A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a CONTRACTOR, or a CONTRACTOR's bankruptcy estate;

(D)

A CONTRACTOR's assignee(s);

(E)

A CONTRACTOR's successor(s); or

(F)

A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(4)

Subcontracts. The CONTRACTOR or sub-contractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the sub-contractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR is

responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime CONTRACTOR and any sub-contractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier sub-contractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any CONTRACTOR of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part.

4. <u>Clean Air Act and Federal Water Pollution Control Act:</u>

<u>Clean Air Act</u>
CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The CONTRACTOR agrees to report each violation to the City of Fort Pierce and understands and agrees that the City of Fort Pierce will, in turn, report each violation as required to assure notification to the U.S. Treasury, and the appropriate Environmental Protection Agency Regional Office.
The CONTRACTOR agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by U.S. Treasury.

<u>Federal Water Pollution Control Act</u>
The CONTRACTOR agrees to comply with all applicable standards, orders, or

regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
The CONTRACTOR agrees to report each violation to the City of Fort Pierce and understands and agrees that the City of Fort Pierce will, in turn, report each violation as required to assure notification to the Florida Department of Commerce, if applicable), U.S. Treasury, and the appropriate Environmental Protection Agency Regional Office.
The CONTRACTOR agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by U.S. Treasury

5. **Debarment and Suspension:** This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
The CONTRACTOR must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.
This certification is a material representation of fact relied upon by City of Fort Pierce. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City of Fort Pierce, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended.** Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

7. **Procurement of Recovered Materials:** In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

a) Competitively within a timeframe providing for compliance with the contract performance schedule;

b) Meeting contract performance requirements; or

c) At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at Comprehensive Procurement Guideline (CPG) Program | US EPA. The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

8. **Prohibition on Contracting for Covered Telecommunications Equipment or Services:** CONTRACTOR agrees to adhere to the following:

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in US TREASURY Policy 405-143-1, Prohibitions on Expending US Treasury Award Funds for Covered Telecommunications Equipment or Services, as used in this clause—

(b) *Prohibitions.*

1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

2) Unless an exception in paragraph (c) of this clause applies, the CONTRACTOR and its sub-contractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

ii. Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or

services as a substantial or essential component of any system, or as critical technology of any system;

iii. Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

1) This clause does not prohibit Contractors from providing—

i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

2) By necessary implication and regulation, the prohibitions also do not apply to:

i. Covered telecommunications equipment or services that:

a. Are <u>not used</u> as a substantial or essential component of any system; <u>and</u>

b. Are <u>not used</u> as critical technology of any system.

ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

1) In the event the CONTRACTOR identifies covered telecommunications equipment or services used as a substantial or essential component of any

system, or as critical technology as part of any system, during contract performance, or the CONTRACTOR is notified of such by a sub-CONTRACTOR at any tier or by any other source, the CONTRACTOR shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

2) The CONTRACTOR shall report the following information pursuant to paragraph (d)(1) of this clause:

i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the CONTRACTOR shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The CONTRACTOR shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments."

9. <u>Domestic Preferences for Procurements:</u>

<u>Domestic Preference for Procurements:</u>
The CONTRACTOR should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.
<u>For purposes of this clause:</u>
Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States."

10. <u>Build America, Buy America Act (BABAA) (*if applicable*):</u>

Contractors and their sub-contractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to the City of Fort Pierce with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by U.S. Treasury. Contractors and sub-contractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and sub-contractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to U.S. Treasury, the federal agency; subrecipients will forward disclosures to the pass- through entity, who will, in turn, forward the disclosures to U.S. Treasury.

11. Affirmative Socioeconomic Steps (*if applicable to this Contract*):

When possible, CONTRACTOR should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (*See U.S. Department of Labor's list*) take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(6) to ensure that small and minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are used when possible.

12. Access to Records. CONTRACTOR agrees to adhere as follows:

The CONTRACTOR agrees to provide City of Fort Pierce, Florida Department of Commerce, the U.S. Treasury Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The CONTRACTOR agrees to provide the U.S. Treasury Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the City of Fort Pierce and the CONTRACTOR acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the U.S. Treasury Administrator or the Comptroller General of the United States.

13. Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgement of Federal Funding:

This is an acknowledgement that US TREASURY financial assistance will be used to fund all or a portion of the contract. The CONTRACTOR will comply with all applicable federal law, regulations, executive orders, US TREASURY policies, procedures, and directives.

14. No Obligation by Federal Government:

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the recipient or subrecipient, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

15. Contract Changes or Modifications:

To be allowable under a federal grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

16. Program Fraud and False or Fraudulent Statements or Related Acts:

The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR's actions pertaining to this contract.

17. Copyright Materials (*if applicable*):

License and Delivery of Works Subject to Copyright

The CONTRACTOR grants to the City of Fort Pierce, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the CONTRACTOR will identify such data and grant to the City of Fort Pierce or acquire on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the CONTRACTOR will deliver to the City of Fort Pierce data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City of Fort Pierce.

18. Build America, Buy America Act (BABAA) (*Architectural and/or Engineering Contracts*):

Build America, Buy America Act Preference.

Contractors and sub-contractors agree to incorporate the Buy America Preference into planning and design when providing architectural and/or Engineering professional services for infrastructure projects. Consistent with the Build America, Buy America Act (BABAA) Pub. L. 117- 58 §§ 70901-52, no federal financial assistance funding for infrastructure projects will be used unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States."

19. **Publications**. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

20. **DHS Seal, Logo, and Flags:** CONTRACTOR must obtain written permission from DHS prior to using the DHS seals, logos, crests, reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., U.S. Treasury, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

EXHIBIT II
FEMA PUBLIC ASSISTANCE CONTRACT PROVISIONS

- This form is required only for purchases of more than $100,000 -

CERTIFICATION REGARDING LOBBYING
(Appendix A to 31 CFR Part 21 – New Restrictions on Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure

The CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____ Date: _____

Signature of CONTRACTOR
Authorized official

_____
(Print name of person signing above)

_____
(Print title of person signing above)

CONTRACTOR SELF-CERTIFICATION
REGARDING BUILD AMERICA BUY AMERICA (BABAA)

The undersigned certifies, to the best of his or her knowledge and belief, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies for any projects related to **Emergency Debris Removal Services** that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. All manufactured products purchased with federal financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor Authorized Official

Name and Title of Contractor Authorized Official

Date

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: JASON ATKINSON, DIRECTOR OF PUBLIC WORKS, PUBLIC WORKS

FROM: CAMILLE WALLACE, ESQ., SENIOR ASSISTANT CITY ATTORNEY CAW

THROUGH: SARA HEDGES, CITY ATTORNEY SH

CAO RLS# / RE: MUTUAL BENEFIT AND USE AGREEMENTS – DEBRIS MONITORING/EMERGENCY DEBRIS REMOVAL SERVICES:

RLS#234	TRUE NORTH EMERGENCY MANAGEMENT, LLC
RLS#235	CUSTOM TREE CARE, INC.
RLS#236	DRC EMERGENCY SERVICES, LLC
RLS#237	BERGERON EMERGENCY SERVICES
RLS#238	CERES ENVIRONMENTAL SERVICES, INC.

DATE: AUGUST 22, 2025

I have reviewed the above Request for Legal Services (RLS) related to the Mutual Benefit and Use Agreements (MBUA) between the City of Fort Pierce and the above-named Contractors which piggybacks on St. Lucie County's contract for emergency debris removal. Please note the following comments:

1. Each MBUA has been revised to reflect the procurement and agreement history.
2. Each MBUA has been revised to reflect the new Term Period and additional provisions. Since these contracts may require debris removal services during a declared state of emergency event, I recommend incorporating contract provisions required should the city seek federal public assistance from FEMA (Federal Emergency Management Agency). Since St. Lucie County's contract with the Contractors does not include all contract language required for federal public assistance, I have drafted an Exhibit that does contain all required provisions.
3. Each MBUA contains language related to passage of SB 180 which requires a breach of contract provision for contracts entered into, renewed, or amended on or after July 1, 2025, requiring the service provider to pay a penalty in the event the provider breaches the contract during an emergency recovery period.
4. A redlined version of the MBUA for True North Emergency Management has been included with this Memo so changes made to all the other MBUAs can be tracked.

5. A clean version of each MBUA is included with this Memo which I recommend for template use for future MBUAs.
6. All MBUAs are approved as to form and correctness.
7. Recommendation: The Department should place all MBUAs on the Commission consent Agenda for review and approval *prior* to execution.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail. Thank you.

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name:_____

Authorized Representative's Name and Title: _____

Address: _____

City:_____ State:_____ Zip Code:_____

Phone Number: _____ Email Address:_____

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By:_____ _____ _____

Authorized Signature | Printed Name and Title | Date

STATE OF FLORIDA
COUNTY OF _____

Sworn (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization

this ____ day of _____, 20____ by _____, who is

☐ personally known or
☐ produced identification (ID produced: _____).

Notary Public Signature: _____ (Seal)

Print Name: _____ My Commission Expires: _____

MUTUAL BENEFIT AND USE AGREEMENT
ADOPTION OF ST. LUCIE COUNTY, CONTRACT C22-02-177
EMERGENCY DEBRIS REMOVAL SERVICES

WHEREAS it is foreseen that it may be in the public interest to provide for the expedient removal of disaster debris within the corporate limits of the City of Fort Pierce, FL resulting from a natural or manmade event; and

WHEREAS the public health and safety of all the citizens will be at serious risk; and

WHEREAS, the immediate economic recovery of the City of Fort Pierce, FL and its citizens is a major concern and the primary priority for recovery; and

WHEREAS, City of Fort Pierce, FL has a community of interest in St. Lucie County, FL with respect to the debris services that may be necessary to affect a recovery from an anticipated storm event; and

WHEREAS, on April 14, 2021, St Lucie County, FL received responses to RFP No. 21-037 for Emergency Debris Removal Services to which Bergeron Emergency Services, Inc. (hereinafter "Contractor") submitted a competitive proposal and was selected; and

WHEREAS, the City's Purchasing Policy allows for purchases to be made directly from any federal, state, county, city or other governmental contract providing that said contract was the result of a bona fide competitive process and is a current contract. As defined in this contract, the term "Piggyback" refers to City purchases made under the allowance in the City's Purchasing Policies; and

WHEREAS, City of Fort Pierce, FL has reviewed the solicitation, proposal, and evaluation related to the selection of the Contractor by St. Lucie County, FL and endorses the process and selection of Contractor; and

WHEREAS, City of Fort Pierce, FL has reviewed the Contract for Emergency Debris Removal Services between **St. Lucie County, FL and Bergeron Emergency Services, Inc.** commencing February 15, 2022, said contract being identified as**:** February 15, 2022, Contract No. C22-02-177, attached hereto as Exhibit "I", *and* has found the Scope of Services, prices, and terms, and conditions as set out in that Contract to be reasonable, acceptable, and of benefit to their citizens; and

WHEREAS, St. Lucie County, FL and Contractor entered in a First Amendment to the February 15, 2022, Contract No. C22-02-177 to revise Time of Performance/Term Period commencing February 15, 2022, and continuing through February 14, 2024; and

WHEREAS, St. Lucie County, FL and Contractor entered in a Second Amendment to the February 15, 2022, Contract No. No. C22-02-177 to revise Contract Payment, and Time of Performance/Term Period commencing February 15, 2022, and continuing through February 14, 2025; and

WHEREAS, St. Lucie County, FL and Contractor entered in a Third Amendment to the February 15, 2022, Contract No. No. C22-02-177 to revise Section 2-7.20 Debris Management Sites, the Unit Rate Price Schedule, and Time of Performance/Term Period commencing February 15, 2022, and continuing through February 14, 2026; and

THEREFORE, having reached concurrence and acceptance of the procurement process and the contract stipulations, The City of Fort Pierce, FL agrees to enter into a contract with **Bergeron Emergency Services, Inc.** for Emergency Debris Removal Services under the original terms, conditions, and pricing of the February 15, 2022, Contract No. C22-02-177 with the additional terms as follows:

1. The above recitals are true and correct and incorporated herein.

2. The parties understand, acknowledge and agree that City of Fort Pierce shall be substituted for any reference to St. Lucie County, Florida or County and as user or buyer of the CONTRACTOR'S goods and/or services provided that such reference does not increase City of Fort Pierce's liability and/or responsibilities for goods and/or services beyond those specifically described in Exhibit I of this Agreement. The Parties' Agreement shall consist of these terms and conditions, Exhibit I, and Exhibit II (hereinafter referred to as the "Agreement"). If there is a conflict between these documents, then in order of preference the terms and conditions contained in this document control first, then Exhibit I, then Exhibit II.

3. CONTRACTOR agrees that Exhibit "II", FEMA Public Assistance Contract Provisions, shall be made part of the Agreement and apply (as applicable) to facilitate City of Fort Pierce's attempt to seek reimbursement from the Federal Emergency Management Agency ("FEMA Reimbursement"), of all, or a portion of, the payments made to CONTRACTOR by City of Fort Pierce. All references herein, to laws, regulations, or standards, shall also mean future amendments, and/or modifications, and/or changes to the same. Unless agreed to, otherwise in writing, signed by both Parties, under no conditions shall CONTRACTOR have a right, and/or claim, to recover any portion of the FEMA Reimbursement that is sought or may be sought by City of Fort Pierce.

4. **Address change for the City**: Notwithstanding the address and contract information for the government entity as set out in Exhibit "I", CONTRACTOR agrees to send notices and invoices to, and will conduct all business with:

City of Fort Pierce, Florida
Attention: Finance
100 N. U.S. Hwy 1, Fort Pierce, FL 34954
Telephone: (772) 467-3000
Email: dfaniel@cityoffortpierce.com

5. At all times, CONTRACTOR shall comply with Florida's public records laws. CONTRACTOR shall abide by all public records laws, and specifically: (1) Keep and maintain public records required by the public agency to perform the service; (2) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency; (4) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY OF FORT PIERCE'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@CITYOFFORTPIERCE.COM OR 772-467-3065; LOCATED AT 100 N. US HIGHWAY 1, FORT PIERCE, FL 34950.

6. Nothing contained in Exhibit "I", or this Agreement is intended to or shall be read to waive the City's Sovereign Immunity or to increase the limits thereto, pursuant to section 768.28, Florida Statutes.

7. All requirements of Section 448.095, Florida Statutes, shall be complied with by Contractor. In accordance with, Section 448.095, Florida Statutes, Contractor shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract. If Contractor enters into a contract with a subcontractor performing work or providing services on its behalf, Contractor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. Contractor shall, upon request, provide evidence of compliance with this provision to the City. An agreement terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the City terminates this Agreement with Contractor, Contractor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated. Contractor is liable for any additional costs incurred by the City as a result of the termination of this Agreement under Section 448.095, Florida Statutes.

8. CONTRACTOR acknowledges and agrees, in Exhibit "III", an affidavit made part of this Agreement, that CONTRACTOR does not use coercion for labor or services as attested to and signed by an officer or representative of CONTRACTOR in accordance with Florida Statute Section 787.06(13).

9. **Breach of Contract During Emergency Recovery Periods for Natural Emergencies**: As part of this Agreement for goods or services related to emergency response for a natural emergency entered into, renewed, or amended on or after July 1, 2025, and upon breach by CONTRACTOR during an emergency recovery period, CONTRACTOR shall pay a $5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages. As used in this section, the term "emergency recovery period" means a 1-year period that begins on the date that the Governor initially declared a state of emergency for a natural emergency.

Having full authority, the parties do hereby complete this Agreement by signing below:

Bergeron Emergency Services, Inc.	**City of Fort Pierce, FL**
Authorized Signature	Authorized Signature
Printed Name	Printed Name
Title	Title
Date	Date

City Commission Regular Meeting - 5:05 PM **11. X.**

Meeting Date: 09/02/2025

Re: Approve the Mutual Benefit and Use Agreement with Ceres Environmental Services, Inc.

Submitted For: Jason Atkinson, Director of Public Works, Public Works

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SUBJECT:

Approve the Mutual Benefit and Use Agreement with Ceres Environmental Services, Inc., for Emergency Debris Removal Services for the 2025 Hurricane Season.

SUMMARY:

Approve the Mutual Benefit and Use Agreement with Ceres Environmental Services, Inc., for Emergency Debris Removal Services for the 2025 Hurricane Season.

RECOMMENDATION:

Approve as directed to the City Commission.

ALTERNATIVES:

Will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Public Works Department

COORDINATED WITH:

Finance Department, Purchasing Division

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2025
Account:	N/A
Amount:	To Be Determined

FISCAL IMPACT:

The cost is determined by quantity multiplied by contract unit pricing.

Attachments

MBUA for signature
Exhibit 1
Exhibit 2
Exhibit 3
RLS Approval

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	07/29/2025 01:31 PM
City Manager	Richard Chess	07/30/2025 08:54 AM
Form Started By: Jason Atkinson		Started On: 07/22/2025 05:57 PM
Final Approval Date: 08/11/2025		

MUTUAL BENEFIT AND USE AGREEMENT
ADOPTION OF ST. LUCIE COUNTY, CONTRACT C22-02-156
EMERGENCY DEBRIS REMOVAL SERVICES

WHEREAS it is foreseen that it may be in the public interest to provide for the expedient removal of disaster debris within the corporate limits of the City of Fort Pierce, FL resulting from a natural or manmade event; and

WHEREAS the public health and safety of all the citizens will be at serious risk; and

WHEREAS, the immediate economic recovery of the City of Fort Pierce, FL and its citizens is a major concern and the primary priority for recovery; and

WHEREAS, City of Fort Pierce, FL has a community of interest in St. Lucie County, FL with respect to the debris services that may be necessary to affect a recovery from an anticipated storm event; and

WHEREAS, on April 14, 2021, St Lucie County, FL received responses to RFP No. 21-037 for Emergency Debris Removal Services to which Ceres Environmental Services, Inc. (hereinafter "Contractor") submitted a competitive proposal and was selected; and

WHEREAS, the City's Purchasing Policy allows for purchases to be made directly from any federal, state, county, city or other governmental contract providing that said contract was the result of a bona fide competitive process and is a current contract. As defined in this contract, the term "Piggyback" refers to City purchases made under the allowance in the City's Purchasing Policies; and

WHEREAS, City of Fort Pierce, FL has reviewed the solicitation, proposal, and evaluation related to the selection of the Contractor by St. Lucie County, FL and endorses the process and selection of Contractor; and

WHEREAS, City of Fort Pierce, FL has reviewed the Contract for Emergency Debris Removal Services between **St. Lucie County, FL and Ceres Environmental Services, Inc.** commencing February 15, 2022, said contract being identified as**:** February 15, 2022, Contract No. C22-02-156, attached hereto as Exhibit "I", *and* has found the Scope of Services, prices, and terms, and conditions as set out in that Contract to be reasonable, acceptable, and of benefit to their citizens; and

WHEREAS, St. Lucie County, FL and Contractor entered in a First Amendment to the February 15, 2022, Contract No. C22-02-156 to revise Time of Performance/Term Period commencing February 15, 2022, and continuing through February 14, 2024; and

WHEREAS, St. Lucie County, FL and Contractor entered in a Second Amendment to the February 15, 2022, Contract No. No. C22-02-156 to revise Contract Payment, and Time of Performance/Term Period commencing February 15, 2022, and continuing through February 14, 2025; and

WHEREAS, St. Lucie County, FL and Contractor entered in a Third Amendment to the February 15, 2022, Contract No. No. C22-02-156 to revise Section 2-7.20 Debris Management Sites, the Unit Rate Price Schedule, and Time of Performance/Term Period commencing February 15, 2022, and continuing through February 14, 2026; and

THEREFORE, having reached concurrence and acceptance of the procurement process and the contract stipulations, The City of Fort Pierce, FL agrees to enter into a contract with **Ceres Environmental Services, Inc.** for Emergency Debris Removal Services under the original terms, conditions, and pricing of the February 15, 2022, Contract No. C22-02-156 with the additional terms as follows:

1. The above recitals are true and correct and incorporated herein.

2. The parties understand, acknowledge and agree that City of Fort Pierce shall be substituted for any reference to St. Lucie County, Florida or County and as user or buyer of the CONTRACTOR'S goods and/or services provided that such reference does not increase City of Fort Pierce's liability and/or responsibilities for goods and/or services beyond those specifically described in Exhibit I of this Agreement. The Parties' Agreement shall consist of these terms and conditions, Exhibit I, and Exhibit II (hereinafter referred to as the "Agreement"). If there is a conflict between these documents, then in order of preference the terms and conditions contained in this document control first, then Exhibit I, then Exhibit II.

3. CONTRACTOR agrees that Exhibit "II", FEMA Public Assistance Contract Provisions, shall be made part of the Agreement and apply (as applicable) to facilitate City of Fort Pierce's attempt to seek reimbursement from the Federal Emergency Management Agency ("FEMA Reimbursement"), of all, or a portion of, the payments made to CONTRACTOR by City of Fort Pierce. All references herein, to laws, regulations, or standards, shall also mean future amendments, and/or modifications, and/or changes to the same. Unless agreed to, otherwise in writing, signed by both Parties, under no conditions shall CONTRACTOR have a right, and/or claim, to recover any portion of the FEMA Reimbursement that is sought or may be sought by City of Fort Pierce.

4. **Address change for the City**: Notwithstanding the address and contract information for the government entity as set out in Exhibit "I", CONTRACTOR agrees to send notices and invoices to, and will conduct all business with:

City of Fort Pierce, Florida
Attention: Finance
100 N. U.S. Hwy 1, Fort Pierce, FL 34954
Telephone: (772) 467-3000
Email: dfaniel@cityoffortpierce.com

5. At all times, CONTRACTOR shall comply with Florida's public records laws. CONTRACTOR shall abide by all public records laws, and specifically: (1) Keep and maintain public records required by the public agency to perform the service; (2) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency; (4) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY OF FORT PIERCE'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@CITYOFFORTPIERCE.COM OR 772-467-3065; LOCATED AT 100 N. US HIGHWAY 1, FORT PIERCE, FL 34950.

6. Nothing contained in Exhibit "I", or this Agreement is intended to or shall be read to waive the City's Sovereign Immunity or to increase the limits thereto, pursuant to section 768.28, Florida Statutes.

7. All requirements of Section 448.095, Florida Statutes, shall be complied with by Contractor. In accordance with, Section 448.095, Florida Statutes, Contractor shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract. If Contractor enters into a contract with a subcontractor performing work or providing services on its behalf, Contractor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. Contractor shall, upon request, provide evidence of compliance with this provision to the City. An agreement terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the City terminates this Agreement with Contractor, Contractor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated. Contractor is liable for any additional costs incurred by the City as a result of the termination of this Agreement under Section 448.095, Florida Statutes.

8. CONTRACTOR acknowledges and agrees, in Exhibit "III", an affidavit made part of this Agreement, that CONTRACTOR does not use coercion for labor or services as attested to and signed by an officer or representative of CONTRACTOR in accordance with Florida Statute Section 787.06(13).

9. **Breach of Contract During Emergency Recovery Periods for Natural Emergencies**: As part of this Agreement for goods or services related to emergency response for a natural emergency entered into, renewed, or amended on or after July 1, 2025, and upon breach by CONTRACTOR during an emergency recovery period, CONTRACTOR shall pay a $5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages. As used in this section, the term "emergency recovery period" means a 1-year period that begins on the date that the Governor initially declared a state of emergency for a natural emergency.

Having full authority, the parties do hereby complete this Agreement by signing below:

Ceres Environmental Services, Inc.	**City of Fort Pierce, FL**
Authorized Signature	Authorized Signature
Printed Name	Printed Name
Title	Title
Date	Date

 C22-02-156

EMERGENCY DEBRIS REMOVAL CONTRACT

THIS CONTRACT, made this 15th day of February, 2022, between **ST. LUCIE COUNTY,** a political subdivision of the State of Florida, hereinafter called the "COUNTY", and **CERES ENVIRONMENTAL SERVICES, INC.**, or his, its or their successors, executors, administrators, and assigns hereinafter called the "CONTRACTOR":

WITNESSETH:

1. **PURPOSE**

That Contractor agrees with County, for the consideration herein mentioned, at his, its or their own proper cost and expense to do all the Work and furnish all the materials, equipment, supplies, and labor necessary to carry out this Contract in the manner and to the full extent as set forth in the Contract Documents, and to the satisfaction of the duly authorized representatives of St. Lucie County, who shall have at all times full opportunity to inspect the materials to be furnished and the Work to be done under this Contract.

2. **GENERAL DESCRIPTION OF WORK/SCOPE OF SERVICES**

It is agreed that the Work to be done under this Contract is: **Emergency Debris Removal** as further described in St. Lucie County Request for Proposals **RFP# 21-037**, made a part hereof by this reference. Scope of Services are including, but not limited to the following:

- Emergency Road Clearance
- ROW Vegetative Debris Removal
- ROW C&D Debris Removal
- Demolition, Removal, Transport and Disposal of Non-RACM Structures
- Demolition, Removal, Transport and Disposal of RACM Structures
- DMS(s) Management, Operations and Reduction through Grinding
- DMS(s) Management, Operations and Reduction through Above Ground Air Curtain Incineration
- Haul-Out of Reduced Debris to a County Approved Final Disposal Site
- Removal of Hazardous Trees and Hangers
- Removal of Hazardous Stumps
- ROW White Goods Debris Removal
- Household Hazardous Waste (HHW) Removal, Transport and Disposal
- E-Waste Removal
- Abandoned Vehicle and Vessel Removal
- Dead Animal Carcasses

The Contractor shall be capable of assembling, directing and having the capacity to manage a major workforce, with multiple subcontractors, that can be fully operational in debris management operations and to cover the expenses of a major recovery prior to being paid by the County. Established

management teams must be in place. The Contractor shall have the resources to provide the equipment and personnel necessary to cover a major disaster. The Contractor shall be able to assemble trucks, equipment, materials and crews immediately following a disaster, giving the County of Deltona priority status.

The Contractor shall contact County Project Manager at a minimum of forty-eight (48) hours prior to a hurricane event or immediately upon the occurrence of a debris-generating incident within St. Lucie County for which there is no advance warning. After a disaster occurs, a designated St. Lucie County employee will contact the Contractor holding the Disaster Debris Removal and Disposal contract to advise them of the County intent to activate the contract for removal and disposal of disaster debris. Before work begins, the County will issue a written Notice to Proceed. Within eight (8) hours of receiving the Notice to Proceed, the Contractor will send a management team to report to the County Project Manager to begin planning for the operations and mobilizing the personnel and equipment as necessary to perform the work. Mobilization by the Contractor shall begin within twenty-four (24) hours of notification by the County. Within seventy-two (72) hours of receipt of the Notice to Proceed, the Contractor shall be fully established and continue debris removal operations. The Contractor shall make every effort to be at the disaster site within the stated time frame. The removal and disposal work must be conducted in a systematic and predictable manner.

Under this Contract, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the County's Debris Manager. Work shall also include the clearing and removing of any and all "eligible" debris as most currently defined (at the time Notice to Proceed is issued and executed by the County for the Contractor) by the FEMA Public Assistance grant program guidelines in FEMA's PAPPG, all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies, and as directed by the County Debris Manager. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. The aforementioned definition of "eligible" applies to all uses throughout Scope of Services items 2-7.1 through 2-7.16. Work will include: (1) examining debris to determine whether or not debris is eligible; (2) loading the debris; (3) hauling debris to County approved DMS(s) or County approved Final Disposal Site(s); (4) reducing disaster related debris; (5) hauling reduced debris to a County approved Final Disposal Site; and (6) disposing of reduced debris at a County approved Final Disposal Site. Debris not defined as eligible by FEMA, state or federal DSGs or policies will not be loaded, hauled, or dumped under this contract unless written instructions to do so are given to the Contractor by the County Debris Manager. It shall be the Contractor's responsibility to load, transport, reduce, and properly dispose of any and all disaster generated debris which is the result of the event under which the Contractor was issued Notice to Proceed, unless otherwise directed by the County Debris Manager in writing.

3. **PROJECT MANAGER**

The Project Manager for the County is George Landry at (772) 462-1846. The Project Manager for the Contractor is ~~Dawn Brown~~ at ~~(800) 218-4424~~.
Stanley Bloodworth 601-529-4805

The parties shall direct all matters arising in connection with the performance of this Contract, other than invoices and notices, to the attention of the Project Managers for attempted resolution or action. Except as otherwise provided for in this Contract, the Project Managers shall be responsible for overall resolution or action. The Project Managers shall be responsible for overall coordination and

oversight relating to the performance of this Contract. The Project Manager, however, has no authority to approve or execute Change Order Work except as set forth in the County Purchasing Manual.

The Contractor shall keep during the term of this Contract a competent Project Manager, any necessary assistants, all satisfactory to the County's Project Manager. The Contractor shall not use a Project Manager to whom the County has made reasonable and timely objection. The Contractor shall not change their Project Manager without the County's consent. The County's Project Manager shall be able to reach the Contractor's Project Manager at their cell number. The Contractor shall give sufficient superintendence to the work using his best skill and attention. At any time the County's Project Manager, with or without cause, may request that the Contractor replace any individual with an individual acceptable to the County.

4. **CONTRACT DOCUMENTS**

The Contract Documents which comprise the Contract between the County and the Contractor are attached hereto and made part hereof and consist of the following:

A. This Contract, consisting of pages 01 through 33 inclusive.
B. Contractor's Proposal, consisting of 22 pages, including:
    Form 1 – Proposer Information and Authorization Signature
    Form 2 – Non-Collusion Affidavit
    Form 3 – Corporate Resolution
    Form 4 – Confirmation of Drug-Free Workplace
    Form 5 – Public Entity Crime Affidavit
    Form 6 – Hold Harmless and Indemnity Agreement
    Form 7 – Certification Regarding Debarment & Suspension
    Form 8 – Anti-Lobbying Certification
    Form 9 – Hourly Labor, Equipment and Material Price Schedule and the Unit rate Price Schedule
C. RFP Documents, consisting of 76 pages
D. Addenda No. 01
E. Insurance Certificates which shall be provided by the Contractor, along with the return of an executed copy of this Contract.
F. Any Modifications, including change orders, duly delivered after execution of this Contract.

Except for duly authorized and executed Modifications including but not limited to change orders and contract amendments, any conflict between the terms and conditions of this Contract and the terms and conditions of any of the other contract documents shall be interpreted in favor of this Contract.

5. **PERFORMANCE GUARANTY**

That Contractor guarantees to repair, replace or otherwise make good to the satisfaction of the County any defect in workmanship or material appearing in the Work; and further guarantees the successful performance of the Work for the service intended. Neither inspection nor payment, including final payment, by the County shall relieve the Contractor or its Surety from his or its obligations to do and complete the Work in accordance with this Contract. If the County deems it inexpedient to require the Contractor to correct deficient or defective Work, an equitable deduction from the contract price shall be

made therefore or in the alternative, if the expense incurred by the County to correct deficient or defective Work exceeds the unpaid balance on this Contract, the Contractor shall pay the difference to the County. The liability of the Contractor and its surety or sureties for such payment is joint and several.

6. **TERM/TIME OF PERFORMANCE**

Term: The term of this contract shall be for a period of one (1) year beginning on the date first written above. Upon mutual written agreement, this Contract may be extended for three (3) additional one-year renewal terms pursuant to the same terms and conditions.

Work Hours: The Contractor shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed 7 days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the County and the Contractor. Unless otherwise directed, the Contractor must be capable of conducting volumetric reduction operations at DMS locations on a 24 hour, 7 days a week basis. No work will be performed on recognized County holidays without prior approval of the County Debris Manager.

Time of Completion: The services shall commence upon the written notice to proceed from the County Project Manager or his designee, and the project shall be completed in accordance with the individual project schedule.

7. **DELAY DAMAGES**

It is mutually agreed between the parties hereto that time is of the essence in the performance of this Contract. In the event the Work is not completed within the time herein the County will suffer damages, the amount of which is difficult if not impossible to ascertain. It is agreed, therefore, that from the compensation otherwise to be paid to the Contractor, the County may retain the sum as follows per calendar day for each day thereafter, Sundays and holidays included, that the Work remains uncompleted and/or as indicated.

(A) The Contractor shall pay the County, as liquidated damages, **$1000.00** (one thousand and 00/100 dollars) per calendar day of delay to mobilize in the County with the resources required to begin debris removal operations, within seventy-two (72) hours of being issued Notice to Proceed.

(B) The Contractor shall pay the County, as liquidated damages, **$500.00** (five hundred and 00/100 dollars) per load of disaster debris collected in the County that is not disposed of at a County approved DMS or County approved Final Disposal Site and/or any associated fines levied by a third party. Application of liquidated damaged does not release the Contractor of all liability associated with hauling and depositing material to an unauthorized location.

(C) The Contractor shall pay the County, as liquidated damages, **$500.00** (five hundred and 00/100 dollars) per incident where the Contractor fails to repair damages that are caused by the Contractor or subcontractor(s). Application of liquidated damages does not release the Contractor from the responsibility of resolving or repairing damages

This sum shall represent the liquidated damages which the County will have sustained per calendar day from the inconvenience and expense caused to the County by the delay in the completion of the Work. This sum is not a penalty, being the liquidated damages the County will have sustained in event of such default by the Contractor. The County reserves the right to additionally recover direct job site expenses incurred during the period of any delay. The Contractor shall be liable for liquidated damages even if the Contract is terminated by the County for cause or if the Contractor abandons the Work. The liability of the Contractor and its surety or sureties for damages provided by this Article is joint and several.

8. **CONTRACT PAYMENT**

The County shall pay the Contractor for the performance of this Contract and completion of the project in accordance with the Contract Documents: Pursuant to Form #9 Hourly Labor, Equipment and Materials Price Schedule attached

9. **PAYMENT TERMS/SCHEDULE**

The County shall make payments on account of the Contract as follows:

Payment to the Contractor shall be due within 30 calendar days after the date on which the payment request or invoice is stamped as received by the County.

A five percent (5%) retainage will be withheld from each invoice until the end of the project. In order to release the retainage, the Contractor(s) must successfully complete the project, and receive a letter of completion from the County, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the County to repair damages caused by the Contractor(s) to public or private property.

The County may reject the payment request or invoice in writing within 20 calendar days after the date on which the payment request or invoice is stamped as received by the County, which shall specify the deficiency and the action necessary to correct the deficiency and to make the payment request or invoice proper. Payment of a corrected payment request or invoice, or rejection thereof, shall be made 10 business days after the date the corrected payment request or invoice is stamped as received as by the County. All applications for payment submitted by the Contractor shall reference the County's Contract number.

If a dispute between the County and the Contractor cannot be resolved by the procedure in this subsection, then the dispute must be resolved in accordance with the dispute resolution procedure set-forth in this Contract. If the County disputes a portion of the payment request or invoice, then the undisputed portion shall be paid timely in accordance with this subsection.

As a part of this Contract, if the Contractor receives payment then the Contractor must remit undisputed payment due to subcontractors and suppliers within 10 calendar days after contractor's receipt of payment. A subcontractor who receives payment must remit undisputed payment due to those subcontractors and suppliers within 7 calendar days after subcontractor's receipt of payment.

The County shall pay the Contractor through payments issued by the County Finance Department, upon receipt of the certified invoice from the County Project Manager. The parties agree, however, that

any payments withheld as liquidated damages or for any other reason allowed by this Contract, shall not be governed by the Florida Prompt Payment Act.

a. The County, or its authorized representative, will monitor, verify, and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Contractor will be provided with copies of this documentation. These documents will be used by the Contractor as backup data for invoice submittals. Work not ticketed or not authorized by the County will not be approved for payment. Additionally, any ticket submitted for payment must be legible and properly completed. Tickets missing loading address, truck number, certified capacity, collection monitor signature, disposal site, load call, or disposal monitor signature will not be paid, nor will the County be responsible for unpaid incomplete tickets.

b. If tasked with private property and FHWA-ER funded roadway debris removal operations, these will be invoiced separately from ROW collection removal operations. The County reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, white goods, or other scope of service items), program (ROW collection, private property debris removal, etc.), or both.

c. Invoices shall be submitted to the County's authorized representative on a bi-weekly basis unless otherwise direct by the County. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the County. Invoice detail submittals will be checked against County records. County records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the County authorized representative to the County for payment.

d. No separate payment will be made for mobilization and demobilization operations. These costs are included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.

e. The Contractor is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Contractor shall execute release waivers with all subcontractors to release the County from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the County prior to final retainage release.

f. Payment for disposal cost incurred by the Contractor at County approved Final Disposal Sites will be made at the cost incurred by the Contractor. The County will either coordinate payment of disposal costs directly with the Final Disposal Site or require the Contractor to pay the disposal fees and then invoice the County. The Contractor shall submit a copy of all invoice(s) received by the County approved Final Disposal Site, an electronic copy tabulating all scale or load tickets issued by the County approved Final Disposal Site, and proof of Contractor payment to the County approved Final Disposal Site. The County will not render payment for disposal costs until the Contractor submits applicable disposal site permits or site information for each authorized Final Disposal Site.

g. Contractor must submit a final invoice within 30 calendar days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the County Debris

Manager. The final invoice must be marked "FINAL INVOICE" and no additional payments will be made after the Contractor's final invoice.

h. In the event any portion of this scope of work is to be funded by State or Federal funds, the Contractor will comply with all requirements of the state or federal government applicable to the use of the funds.

i. The Contractor will retain all records pertaining to the services and the contract for these services and make them available to the County for a period of 7 years following receipt of final payment for the services referenced herein. In the event litigation ensues or the County challenges a decision by FEMA to disallow or de-obligate costs incurred under the contract, then Contractor shall retain all records hereunder for a period of 7 years after conclusion of the litigation or FEMA dispute, including any and all appeals.

10. **SUBCONTRACTORS**

The County prefers that the Contractor provide all services needed to comply with the Contract. Should a subcontractor be needed, the Contractor will be the sole point of contact and have sole responsibility for all issues. It is the responsibility of the Contractor to ensure that subcontractors needed to be used during the collection and disposal of disaster debris shall comply with the scope of work initiated to support this project. In the event Contractor requires the services of any subcontractor or professional associate in connection with the Work to be performed under this Contract, the Contractor shall secure the written approval of the County Project Manager before engaging such subcontractor or professional associate.

11. **AUDIT**

The Contractor agrees that the County or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Contract. The Contractor agrees that payment(s) made under this Contract shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Contract. The Contractor shall refund by check payable to the County the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, whichever is sooner.

12. **PUBLIC RECORDS**

The Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Contract. Specifically, the Contractor shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in state law or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Upon completion of the Contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All record stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology system of the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772)462-1441, BellamyS@stlucieco.org, COUNTY ATTORNEY'S OFFICE 2300 VIRGINIA AVENUE, FORT PIERCE, FL 34982

13. **ACCESS TO RECORDS**

The following access to records requirement applies to this Contract:

(i) Contractor agrees to provide the County, the State agency, the administrator of the federal awarding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(ii) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(iii) Contractor agrees to provide the administrator of the federal awarding agency or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

(iv) In compliance with the Disaster Recovery Reform Act of 2018, the County and Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the administrator of the federal awarding agency or the Comptroller General of the United States.

14. **GUARANTEE**

The Contractor guarantees to repair, replace or otherwise make good to the satisfaction of the County any defects in workmanship or material appearing in the work within one year after the day of the certificate for final performance of the work for the service intended. Contractor further guarantees the successful performance of the work for the service intended. Neither inspection nor payment, including final payment by the County shall relieve the Contractor from his or its obligations to do and complete the work in accordance with this contract. If the County deems it inexpedient to require the Contractor to correct deficient or defective materials or labor, an equitable deduction from the contract price shall be made therefore or in the alternative, the County may sue for damages. This guarantee is in addition to any other warranty available to the County for the Work including but not limited to manufacturers warranties.

15. **CONTRACTOR RESPONSIBILITY**

The Contractor is an independent contractor and is not an employee or agent of the County. Nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor, between the County and the Contractor, its employees, agents, subcontractors, or assigns, during or after the performance of this Contract. The Contractor shall take the whole responsibility for the means, methods, techniques, sequences, and production of the Work.

The Contractor shall bear all losses resulting to him, or its, on account of the amount or character of the Work, or because of the nature of the ground beneath, in or on which the Work is done is different from what was assumed or expected, or because of bad weather, or because of errors or omissions in his or its bid on the Contract price, or except as otherwise provided in the Contract Documents because of any other causes whatsoever. Execution of this Contract by the Contractor is a representation that the Contractor has visited the site, has conducted a sufficient investigation of the surface and sub-surface conditions in order to submit its bid, has become familiar with the local conditions under which the Work is to be performed, and correlated personal observations with the requirements of the Contract Documents.

The Contractor shall protect the entire Work, all materials under the Contract and the County's property (including machinery and equipment) in, or on, or adjacent to the site of the Work until final completion and Work, from the action of the elements, acts of other contractors, or except as otherwise provided in the Contract Documents, and from any other causes whatsoever; should any damage occur by reason of any of the foregoing, the Contractor shall repair at his, or its, own expenses to the satisfaction of the County or its Project Manager. Neither the County nor its officers, employees or agents assume any responsibility for collection of indemnities or damages from any person or persons causing injury to the Work of the Contractor.

At his, or its expense, the Contractor shall take all necessary precautions (including without limitation) the furnishing of guards, fences, warnings signs, walks, flags, cables and lights for the safety of and the prevention of injury, loss and damage to persons and property (including without limitation) in the term persons, members of the public, the County and its employees and agents, the Project Manager and his employees, Contractor's employees, his or its subcontractors and their respective employees, other contractors, their subcontractors and respective employees, on, about or adjacent to the premises where said Work is being performed, and shall comply with all applicable provisions of safety laws, rules, ordinances, regulations and orders of duly constituted public authorities and building codes.

The Contractor assumes all risk of loss, damage and destruction to all of his or its materials, tools appliances and property of every description and that of his or its subcontractors and of their respective employees or agents, and injury to or death of the Contractor, his or its employees, subcontractors or their respective employees or agents, including legal fees, court costs or other legal expenses, arising out of or in connection with the performance of this Contract.

16. **INDEMNIFICATION**

The Contractor covenants and agrees at all times to save, hold, and keep harmless the County, State of Florida, the Federal Government its Officials, Employees, and Agents, and indemnify the County, its Officials, Employees, and Agents, against any and all claims, demands, penalties, judgments, court costs, reasonable attorney's fees for personal injury and loss of property to the extent arising out of or in any way connected or arising out of the Contractor's negligence, recklessness or intentional wrongful conduct in the performance of this Agreement. The Contractor hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided. It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.06 (Chapter 725).

The Contractor, without exemption, shall indemnify and hold harmless, the County, State of Florida, the Federal Government its employees, representatives and elected officials from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Contractor. Further, if such a claim is made, or is pending, the Contractor may, at its option and expense, procure for the County the right to use, replace, or modify the item to render it non -infringing. If none of the alternatives are reasonably available, the County agrees to return the article on request to the Contractor and receive reimbursement. If the Contractor used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the Contract prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

17. **INSPECTION**

The project will be inspected by the Project Manager and will be rejected if it is not in conformity with the Contract provisions. Rejected Work will be immediately corrected by the Contractor. When the Work is substantially completed, the Contractor shall notify the County in writing that the Work shall be ready for final inspection on a definite date, at least three (3) calendar days thereafter, which shall be stated in such notice.

18. **INSURANCE**

Each such General Liability Certificate shall include the following wording: "**St. Lucie County, its officers, agents and employees are named as additional insured with respect to the work performed under this contract for the RFP No. 21-037, Emergency Debris Removal**".

A. **Commercial General Liability:**

The Contractor shall maintain and, prior to commencement of this contract, provide the County with evidence of commercial general liability insurance to include: 1) premises for limits of not

less than $1,000,000 per occurrence; and 2) a general aggregate limit of not less than $2,000,000. The policy shall also provide the County will be given a thirty (30) day written notice of cancellation or non-renewal and include County as an additional insured.

B. **Business Automobile Liability:**

The Contractor shall maintain and, prior to commencement of this contract, provide the County with evidence of business automobile liability insurance to include: 1) coverage for any automobile for limits of not less than $1,000,000 combined single limit (bodily injury & property damage) per accident and 2) Personal Injury Protection (Florida no-fault) with full statutory limits. The policy shall also provide the County will be given a thirty (30) day written notice of cancellation or non-renewal.

C. **Workers' Compensation and Employers Liability:**

The Contractor shall maintain and, prior to commence of this contract, provide the County with evidence of workers' compensation insurance providing Florida statutory (F.S. 440) limits to cover all employees and include Employers Liability coverage with limits of not less than $500,000 for accidents or disease. The policy shall also provide the County will be given a thirty (30) day written notice of cancellation or non-renewal.

19. **DEFAULT; TERMINATION**

A. FOR CAUSE

If the Contractor fails to fulfill its obligations under this Contract in a timely and proper manner, the County shall have the right, but not the obligation, to terminate this Contract by giving written notice of any deficiency and by allowing the party in default seven (7) calendar days to correct the deficiency. If the Contractor fails to correct the deficiency within the seven calendar day period, this Contract shall terminate at the expiration of that time period.

With regard to the Contractor, the following items shall be considered a default under this Contract:

(1) If the Contractor should be adjudged bankrupt, or if he, or it, should make a general assignment for the benefit of his, or its, creditors, or if a receiver should be appointed on account of his, or its, insolvency.

(2) If the Contractor should refuse or fail, except in cases for which an extension of time is provided, to supply enough properly skilled workmen or proper material to meet the project schedule or if the Contractor should fail to make prompt payment for materials, or labor or other services entering into the Work.

(3) If the Contractor disregards laws, ordinances, or the instructions of the Project Manager or otherwise be guilty of a substantial violation of the provisions of the Contract.

(4) Fails to perform any of the terms of this Contract or performs work which fails to conform to the requirements of this Contract.

In the event of termination, the County may take possession of the premises and all materials, tools, and appliances, thereon and finish the Work by whatever method it may deem expedient. In such cases, the Contractor shall only be entitled to receive payment for Work satisfactorily completed prior to the termination date, subject to any setoffs due the County in completing the Project and for reimbursement of damages incurred. The County may take possession of and use any materials, plant, tools, equipment, and property of any kind furnished by Contractor to complete the Work. If the expense incurred by the County to finish the Work exceeds the unpaid balance on this Contract, the Contractor shall pay the difference to the County. The expense incurred by the County as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Project Manager. The Contractor shall be responsible for both liquidated damages attributable to delay and for excess completion costs. The liability of the Contractor and its surety or sureties for such damages and costs is joint and several. The obligations of the Contractor and his surety with respect to the warranty and maintenance shall remain in full force and effect for the portion of the Work completed by the Contractor and shall not expire until the expiration of the prescribed time period measured from the final acceptance of the project in its entirety. These clauses shall survive the termination of this Contract. If the County makes a determination pursuant to this Contract to hold the Contractor in default and terminate the Contract for cause and it is subsequently determined that any such determination was improper, unwarranted, or wrongful, then any such termination shall be deemed for all purposes as a termination without cause as described below. The Contractor agrees that it shall be entitled to no damages, allowances or expenses of any kind other than as provided in this Agreement in connection with such termination, and does expressly waive, in the event of termination, any and all claims for consequential damages, loss of bonding capacity, destruction of business, unabsorbed home office overhead, lost profit and the like.

B. TERMINATION FOR CONVENIENCE

Either party may terminate the Contract without cause at any time upon thirty (30) calendar days prior written notice to the other party. In the event of termination, the County shall compensate the Contractor for all authorized work satisfactorily and responsibly completed through the termination date. Upon such termination, the Contractor waives any claims for damages from the termination without cause, including without limitation, any and all consequential claims as set forth above, and as the sole right and remedy of the Contractor, the County shall compensate the Contractor for all authorized Work satisfactorily and responsibly completed through the termination date.

This Contract may be terminated, in whole or in part, without cause, in accordance with the terms specified herein; or, if none specified, the County may terminate this Contract in whole or in part, for any reason, with ten days' written notice to Contractor. In the event termination is exercised under this provision, Contractor will be compensated for work performed and accepted and goods accepted by the County as of the termination date. Contractor will also be compensated for any work performed by subcontractors and goods or supplies ordered which Contractor could not reasonably terminate. In no event shall Contractor be entitled to any other compensation on a termination without cause, including any lost profits or loss of opportunity.

C. SCRUTINIZED COMPANIES TERMINATION

The County may immediately terminate the Contract without cause at any time upon ascertaining that pursuant to § 287.135, Florida Statutes, a company is ineligible to, and may not, bid on, submit a

proposal for, or enter into or renew a contract with an agency or local government entity for goods or services if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, or at any time thereafter, the company: (1) is on the Scrutinized Companies that Boycott Israel List, created pursuant to § 215.4725, Florida Statutes, or is engaged in a boycott of Israel; (2) is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to § 215.473, Florida Statutes; or (3) is engaged in business operations in Cuba or Syria. Furthermore, the County may immediately terminate the Contract if it is determined that the company submitted a false certification stating that it was not (1) on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel; (2) was not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (3) or was not engaged in business operations in Cuba or Syria when in fact the company was engaged in such activities at the time of the bid or proposal, or at the time of entering into or renewing the Contract.

20. **NON DISCRIMINATION**

Contractor covenants and agrees that Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of the Contract with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex or physical handicaps (except where based on a bonafide occupational qualification); or because of marital status, race, color, religion, national origin or ancestry.

21. **E-VERIFY/ VERIFICATION OF EMPLOYMENT STATUS**

Effective as of January 1, 2021, as required by Section 448.095(2)(a), the Contractor and subcontractor shall register with and use the E-Verify System to verify the work authorization status of all newly hired employees. The County, Contractor, or subcontractor may not enter into a Contract unless each party to the Contract registers with and uses the E-Verify System. The Contractor shall provide documentation of their compliance of this requirement to the County upon request.

If the Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of this Contract.

The County will not intentionally award contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions of the Immigration and Nationality Act ("INA"). The County shall consider the employment by the Contractor of unauthorized aliens a violation of 8 U.S.C. Section 1324a(e) [Section 274A(e) of the INA]. The Contractor agrees that such violation by the Contractor shall be grounds for the unilateral cancellation of this Contract by the County.

22. **PRODUCTS OR MATERIALS WITH RECYCLED CONTENT**

Contractor is required to procure products or materials with recycled content with respect to Work performed or products supplied under the contract when those products or materials are available at reasonable prices. A decision to not procure such items must be based on a determination that such procurement:

a) Is not available within a reasonable period of time; or

b) Fails to meet the performance standards set forth in the applicable specifications or fails to meet the reasonable performance standards of the agency.

Contractor shall provide the County with a written statement indicating what recycled products were used or supplied. If a decision was made not to use recycled products, Contractor shall provide County with a written statement indicating the basis for the decision using the above criteria.

23. **FLORIDA PRODUCED LUMBER**

Where applicable Contractor agrees to comply with the provisions of Section 255.20, Florida Statutes, as may be amended from time to time.

24. **ASBESTOS-FREE MATERIALS**

Contractor shall not use any asbestos or asbestos-based fiber materials in the Work performed under this Contract.

25. **ASSIGNMENT**

The County reserves the right to freely assign this Contract. The Contractor, however, shall not assign this Contract to any other persons or firm without first obtaining County's written approval. In addition, the Contractor shall not have the right to assign any or all of its rights and interests under this agreement to any subsidiary or parent company, or any successor to its business through merger, consolidation, voluntary sale, or transfer of substantially all of its assets without the express written consent of the County. For purposes of this paragraph, a transfer of substantially all of its assets shall be deemed to occur when the owner(s) of more than 50% of the proprietary interest in the business entity transfer, other than between themselves, their immediate families or their heirs, such proprietary interest to another person, firm, partnership, corporation or business entity. Any attempt to effect an assignment without County's prior written consent shall be deemed a default subject to the remedies provided herein.

26. **NOTICES**

All notices, requests, consents, and other communications required or permitted under this Contract shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to:

As to County:
St. Lucie County Administrator
Administration Annex
2300 Virginia Avenue
Ft. Pierce, FL 34982

With a Copy To:
St. Lucie County Attorney
Administration Annex
2300 Virginia Avenue
Ft. Pierce, FL 34982

As to Contractor:
Ceres Environmental Services, Inc.
Attn: ~~Dawn Brown~~ Tia Laurie
6968 Professional Parkway
Sarasota, Florida 34240
Phone: ~~(800) 218-4424~~ 941-358-6363
Email: ~~dawn.brown@ceresenv.com~~ tia.laurie@ceresenv.com

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

27. **NON-WAIVER**

The rights of the parties under this Contract shall be cumulative and the failure of either party to exercise properly any rights given hereunder shall not operate to forfeit any of the said rights.

28. **CONFLICT OF INTEREST**

The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes and as may be amended from time to time. The Contractor further represents that no person having any interest shall be employed for said performance.

The Contractor shall promptly notify the County in writing by certified mail of all potential conflicts of interest prohibited by existing state law for any prospective business association, interest or other circumstance which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of Work that the Contractor may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion by certified mail within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the County shall so state in the notification and the Contractor shall, at his/her option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Contractor under the terms of this Contract.

29. **DISPUTE RESOLUTION**

Any disputes relating to interpretation of the terms of this Contact or a question of fact or arising under this Contract shall be resolved through good faith efforts upon the part of the Contractor and the County or its Project Manager. At all times, the Contractor shall carry on the work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the County or its representatives, pending a final resolution of the dispute, including, if necessary, any determination by a Court of competent jurisdiction. Any dispute which is not resolved by mutual

agreement shall be decided by the County Administrator who shall reduce the decision to writing. The decision of the County shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

30. **MEDIATION**

Prior to initiating any litigation concerning this Contract, the parties agree to submit the disputed issue or issues to a mediator for non-binding mediation. The parties shall agree on a mediator chosen from a list of certified mediators available from the Clerk of Court for St. Lucie County. The fee of the mediator shall be shared equally by the parties. To the extent allowed by law, the mediation process shall be confidential and the results of the mediation or any testimony or argument introduced at the mediation shall not be admissible as evidence in any subsequent proceeding concerning the disputed issue.

31. **ANTITRUST ASSIGNMENT**

The Contractor and the County and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida and local governments. Therefore, the Contractor assigns to the State of Florida and the County any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

32. **INTERPRETATION; VENUE**

This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Contract may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Contract shall be interpreted as a whole unit and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this Contract, venue shall be exclusively in the Nineteenth Judicial Circuit for St. Lucie County, Florida, for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

33. **CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

If the Contractor intends to subcontract any portion of the Services covered by this Agreement, the Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

34. **DAVIS-BACON ACT**

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and
(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis–Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis–Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers

and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal awarding agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal awarding agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 C.F.R. 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the federal awarding agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the federal awarding agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this

section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 C.F.R. part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 C.F.R. part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the federal awarding agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. 5.12.

(4) Apprentices and trainees—

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program,

who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 C.F.R. 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 C.F.R. part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 C.F.R. 5.5(a)(1) through (10) and such other clauses as the federal awarding agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 C.F.R. 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 C.F.R. 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 C.F.R. 5.12.

(8) Compliance with Davis–Bacon and Related Act requirements. All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 C.F.R. parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 C.F.R. 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis–Bacon Act or 29 C.F.R. 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

35. **COPELAND ANTI-KICKBACK ACT**

(i) Contractor. The contractor shall comply with 18 U.S.C. § 874,40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

(ii) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the federal awarding agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(iii) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as contractor and subcontractor as provided in 29 C.F.R. § 5.12.

36. **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Contract, Contractor agrees as follows:

(i) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(iv) Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) Contractor will furnish all information and reports required by Executive Order 11246 of September

24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States. The County further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

The County agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractor and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The County further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with Contractors debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the County agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the County under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such State; and refer the case to the Department of Justice for appropriate legal proceedings.

37. **CONTRACTING WORK HOURS AND SAFETY STANDARDS ACT**

(A) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(B) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

(C) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor or any other federally- assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

38. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

Any discovery or invention that arises during the course of the Contract shall be reported to the County. Contractor must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the federal awarding agency.

39. **CONTRACTING COMPLIANCE WITH CLEAN AIR AND CLEAN WATER ACT**

A. COMPLIANCE WITH CLEAN AIR ACT

(i) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(ii) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State Recipient, the federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.

(iii) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by the Federal Government.

B. COMPLIANCE WITH CLEAN WATER ACT

(i) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

(ii) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State Recipient, the federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.

(iii) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by the Federal Government.

40. **SUSPENSION AND DEBARMENT**

Federal regulations restrict the County from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. The Contractor can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

(A) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(B) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(C) This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to FDEM and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(D) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C during the term of this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

41. **BYRD ANTI-LOBBYING AMENDMENT**

By executing this Contract, Contractor makes the certification below, which is found at APPENDIX A, 44 C.F.R. PART 18. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(iii) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

42. **PROCUREMENT OF RECOVERED MATERIALS**

(i) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;

2. Meeting contract performance requirements; or

3. At a reasonable price.

(ii) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

(iii) Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

43. **REMEDIES**

If any work performed by the Contractor fails to meet the requirements of the Contract, any other applicable standards, codes or laws, or otherwise breaches the Contract, the County may exercise any remedies provided in the original Contract to which this addendum is made a part; or, if none specified, the County may in its sole discretion:

(i) elect to have Contractor re-perform or cause to be re-performed at Contractor's sole expense, any of the work which failed to meet the requirements of the Contract;

(ii) hire another Contractor to perform the work and deduct any additional costs incurred by the County as a result of substituting Contractors from any amounts due to Contractor; or

(iii) pursue and obtain any and all other available legal or equitable remedies.

This Section shall in no way be interpreted to limit the County's right to pursue and obtain any and all other available legal or equitable remedies against Contractor.

44. **DOMESTIC PREFERENCE REQUIREMENTS**

As appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this paragraph must be included in all subcontracts and purchase orders for work or products under this Contract. For purposes of this paragraph:

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

45. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

(i) As used in this paragraph, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services as used in this paragraph—

(ii) Prohibitions

1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

2. Unless an exception in this paragraph applies, Contractor and its Subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the federal government to:

A. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

B. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

C. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

D. Provide, as part of its performance of this Contract, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(iii) Exceptions

1. This paragraph does not prohibit Contractor from providing—

A. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

B. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

2. By necessary implication and regulation, the prohibitions also do not apply to:
   A. Covered telecommunications equipment or services that:
      - Are not used as a substantial or essential component of any system; and
      - Are not used as critical technology of any system.
      - Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(iv) Reporting requirement

1. In the event Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during performance of the Services set forth in this Contract, or Contractor is notified of such by a Subcontractor at any tier or by any other source, Contractor shall report the information in the manner stated below to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

2. Contractor shall report the following information pursuant to this paragraph:

   A. Within one business day from the date of such identification or notification: The Contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

   B. Within 10 business days of submitting the information above: Any further available information about mitigation actions undertaken or recommended. In addition, Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(v) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (E), in all subcontracts and other contractual instruments.

46. **CHANGES**

Any changes to the scope of work, price, or schedule shall be in writing and agreed to by Parties.

47. **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

This is an acknowledgement that federal financial assistance will be used to fund the Contract, in whole or in part. Contractor will comply will all applicable federal law, regulations, executive orders, federal awarding agency policies, procedures, and directives.

48. **LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS**

The Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

49. **DHS SEAL, LOGO AND FLAGS**

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

50. **NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the County, Contractor, or any other party pertaining to any matter resulting from the contract.

51. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

52. **SAFE WORKING ENVIRONMENT**

The Contractor must at all time provide a safe working environment, including properly constructed monitoring towers.

Loading site monitors shall be responsible for checking the area for safety considerations, such as downed power lines, children playing in the area, traffic control needs, and safe operation of trucks and equipment; implementing all safety requirements; performing a pre-work inspection of debris collection areas before loading to identify the location of covered utility meters, transformers, fire hydrants, mail boxes, etc., as a baseline to account for any collateral damage as a result of the debris removal operation; and ensuring that debris loads are contained properly before leaving the loading area.

Tower and site monitors shall be responsible for checking the area for safety considerations, such as downed power lines, children playing in the area, traffic control needs, and safe operation of trucks and equipment; and implementing all safety requirements.

Field supervisors shall be responsible for being familiar with, maintaining, and implementing all safety requirements.

53. **LOAD TICKET SYSTEM REQUIREMENTS**

The Contractor must employ the use of a load ticket system that complies with FEMA requirements. Load tickets prepared by loading site monitors must include the following information:

- Contract number (identified by a number or name)
- Prime contractor's name
- Date
- Truck number
- Truck driver's name
- Description of the debris (Vegetation, Construction & Demolition Debris, White Goods, Household Hazardous Waste)
- Load location (GPS or address preferred)
- Loading date/time (departure from collection location)
- Loading Site Monitor name/signature

Load tickets prepared by tower or site monitors must include the following information:

- Truck capacity in cubic yards or tons
- Load size, either cubic yards (percent of capacity) or tons
- Unloading location
- Unloading date/time (arrival at disposal site)
- Tower/Site Monitor name/signature

54. **QUALIFICATIONS OF MONITORS AND STAFF**

The Contractor shall utilize only monitors that are trained and possess skills adequate to fulfill their duties. Labor rates paid to monitors shall be commensurate with skill level required by the job function. Professional engineers and professional qualifications are not required to perform debris monitoring duties. The Contractor must ensure its staff is familiar with FEMA debris removal eligibility criteria.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement in counterparts each of which shall be treated as an original upon the terms and conditions above stated.

ATTEST:

Vera Smith

DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: _____

CHAIR

APPROVED AS TO FORM AND CORRECTNESS:

_____

COUNTY ATTORNEY

WITNESSES:

(1) _____

(2) _____

CERES ENVIRONMENTAL SERVICES, INC.

BY: _____

PRINT NAME: Tia Laurie

TITLE: Corporate Secretary

FORM #1 PROPOSER INFORMATION AND AUTHORIZED SIGNATURE

Proposer (Company) Name: Ceres Environmental Services, Inc.

F.E.I.N. or Social Security Number: 41-1816075

Mailing Address: 6968 Professional Parkway

City, State, Zip: Sarasota, Florida 34240

Telephone Number: (800) 218-4424 Fax Number: (866) 228-5636

E-mail Address dawn.brown@ceresenv.com

Type of Entity: ☒ Corporation ☐ Partnership ☐ Proprietorship ☐ Joint Venture ☐ Other

State of Incorporation: Florida Year of Incorporation: 1995

This Proposal is hereby submitted by the above-named entity ("Proposer") to St. Lucie County, Florida 20-033 for Emergency Debris Removal Services ("RFP"), having examined the solicitation and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies; and to provide the service in accordance with the terms and specifications set forth in the RFP at the prices provided in this Proposal. The prices in this Proposal will remain firm for a period of up to 90 days in order to allow the County adequate time to evaluate the Proposal. These prices are to cover all expenses incurred in performing the work required under the awarded contract, of which this RFP and Proposal is a part.

Proposer accepts all of the terms and conditions of the RFP. Proposer understands that a background investigation may be conducted by the County prior to award. Proposer hereby agrees to commence work under contract on or before a date to be specified in a written "Notice to Proceed" of the County.

Proposer has examined and carefully studied the Solicitation Documents and the following addendum receipt of which is hereby acknowledged:

No. 1 Dated: April 7, 2021 No. _____ Dated: _____

No. _____ Dated: _____ No. _____ Dated: _____

Proposer certifies that all information contained in this Proposal is truthful to the best of the undersigned's knowledge and belief. Undersigned certifies that it is duly authorized to submit this Proposal on behalf of the Proposer as its act and deed and that the Proposer is ready, willing, and able to perform if awarded the contract.

Authorized Signature (original, in ink): Dawn Brown

Type or Printed Name: Dawn Brown

Title: Assistant Corporate Secretary

FORM #2 NON-COLLUSION AFFIDAVIT

STATE OF Florida;
COUNTY OF Sarasota;

Dawn Brown being first duly sworn, deposes and says that:

1. The undersigned is the Officer (Assistant Corporate Secretary) (Owner, Partner, Officer, Representative or Agent) of Ceres Environmental Services, Inc. (PROPOSER).

2. PROPOSER is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Bid;

3. Such Proposal is genuine and is not a collusive or sham proposal;

4. Neither the said PROPOSER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other PROPOSER, firm, or person to submit a collusive or sham proposal in connection with the Contract for which the attached Proposal has been submitted; or to refrain from responding to the RFP in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any PROPOSER, firm, or person to fix the price or prices in the attached Proposal or any other PROPOSER, or to fix any overhead, profit, or cost element of the pricing or the pricing of any other proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against COUNTY, or any person interested in the proposed Contract;

5. The price of items quoted in the attached Proposal are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any other of its agents, representatives, owners, employees or parties in interest.

By: Dawn Brown
Dawn Brown, Assistant Corporate ~~Secretary~~

Sworn to and subscribed before me on this 12th day of April, 2021 by Dawn Brown who ☒ is personally known to me or who ☐ has presented the following type of identification: Not applicable.

Signature of Notary Public, State of ~~Florida~~ Minnesota

Wanapa Bountham

Notary seal (stamped in black ink) OR printed, typed or stamped name of Notary and Commission Number

Wanapa P. Bountham
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2025

114495880035

FORM #3 CORPORATE RESOLUTION

I, See attached corporate resolution., Secretary of _____, a Corporation organized and existing under the laws of the State of _____, hereby certify that at a meeting of the Board of Directors of the Corporation duly called and held on _____, 20____ at which a quorum was present and acting throughout, the following resolutions were adopted and are now in full force effect:

RESOLVED that the following individuals of this corporation are authorized to execute on behalf of this corporation, a Proposal to and Agreement with St. Lucie County, Florida for the provision of Emergency Debris Removal Services.

I further certify that the names of the officers of this corporation and any other persons authorized to act under this resolution and their official signatures are as follows:

NAME	TITLE	OFFICIAL SIGNATURE

IN WITNESS THEREOF, I have hereunto subscribed my name as Secretary and affixed the seal of the corporation this _____ day of _____, 20 _____

JOINT WRITTEN ACTION OF THE BOARD OF DIRECTORS AND SHAREHOLDERS OF CERES ENVIRONMENTAL SERVICES, INC.

The undersigned, being the sole member of the Board of Directors and the sole shareholder of Ceres Environmental Services, Inc., a Florida corporation (the "Corporation"), does hereby adopt the following resolution in writing pursuant to Florida Statutes effective as of the 7th day of April, 2021:

WHEREAS, the Corporation desires to prepare and submit proposals and bids in response to various government solicitations, requests for bids, and requests for proposals and the Corporation desires to grant the Assistant Corporate Secretary of the Corporation, Dawn Brown, the authority to sign and submit such bids on behalf of the Corporation,

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, BE IT:

RESOLVED, that Ceres Environmental Services, Inc. grants Dawn Brown, Assistant Corporate Secretary of the Corporation, the authority to sign and bind the Corporation in matters related to the preparation and submittal of bids and responses to requests for proposals to government entities and agencies.

IN WITNESS WHEREOF, the undersigned Board of Directors and Shareholders have set their hands effective as of the day first written above.



David A. McIntyre
President, Sole Director and Sole Shareholder

FORM #4 CONFIRMATION OF DRUG-FREE WORKPLACE

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087 Florida Statutes). In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or Contractual services that are under Bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contenders to, any violation of Chapter 893 Florida Statutes or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after the conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Dawn Brown

Signature of Proposer's Authorized Representative
Dawn Brown, Assistant Corporate Secretary

FORM #5 PUBLIC ENTITY CRIME AFFIDAVIT

Any person submitting a quote, bid or proposal in response to this invitation must execute the enclosed form PUR. 7069, SWORN STATEMENT UNDER SECTION 287.133 (3)(A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with his quote, bid or proposal. If you are submitting a quote, bid, or proposal on behalf of dealers or suppliers who will ship commodities and receive payment from the resulting contract, it is your responsibility to see that copy (s) of the form are executed by them and are included in your quote, bid or proposal. Corrections to the form will not be allowed after the quote, bid or proposal opening time and date. Failure to complete this form in every detail and submit it with your quote, bid or proposal may result in immediate disqualification of your bid or proposal.

The 1988 Florida Legislature passed Senate Bill 458 creating Sec. 287, 132-133, Florida Statutes, effective 7-1-89. Sec. 287.132 (3)(d), Florida Statutes requires the Florida Department of General Services to maintain and make available to other political entities a "convicted vendor" list consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. A public entity crime is described by Sec. 287.133, Florida Statute as a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or with an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

By law no public entity shall accept any bid from, award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statute for category two (currently $10,000) with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133 (3)(f), Florida Statute.

The attached statement or affidavit will be the form to be utilized and must be properly signed in the presence of a notary public or other officer authorized to administer oaths and properly executed.

The inclusion of the sworn statement or affidavit shall be submitted concurrently with your bid documents. Non-inclusion of this document may necessitate rejection of your bid.

FORM #5 PUBLIC ENTITY CRIME AFFIDAVIT

SWORN STATEMENT UNDER SECTION 287.133 (3) (A), FLORIDA STATUTES
ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

STATE OF Florida;
COUNTY OF Sarasota;

1. This sworn statement is submitted to St. Lucie County, Florida.

2. This sworn statement is submitted by Ceres Environmental Services, Inc. (name of entity submitting sworn statement) whose business address is 6968 Professional Parkway, Sarasota, Florida 34240 and (if applicable) its Federal Employer Identification Number (FEIN) is 41-1816075.

3. My name is Dawn Brown and my relationship to the entity named above is Assistant Corporate Secretary.

4. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b) Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and

agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133 (1)(e), FLORIDA STATUTES, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

8. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

__X__ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND, (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

FORM #5 PUBLIC ENTITY CRIME AFFIDAVIT

Signature Dawn Brown, Assistant Corporate Secretary

Sworn to and subscribed before me on this 12th day of April, 20 21
by Dawn Brown who ☒ is personally known to me or who ☐ has presented the following type of identification: Not applicable.

Signature of Notary Public, State of ~~Florida~~ Minnesota

Notary seal (stamped in black ink) OR printed, typed or stamped name of Notary and Commission Number

Wanapa P. Bountham
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2025

1144958800035

FORM #6 HOLD HARMLESS AND INDEMNITY AGREEMENT

Ceres Environmental Services, Inc., agrees through signing of this document by an authorized party or agent that the Proposer shall indemnify and hold harmless the County and its officers; and employees, from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers and employees may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Proposer and persons employed or utilized by the Proposer in the performance of the awarded contract. The Proposer shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The Proposer expressly understands and agrees that any insurance protection required by the awarded contract or otherwise provided by Proposer shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Signature of Proposer's Authorized Representative
Dawn Brown, Assistant Corporate Secretary

April 12, 2021
Date

FORM #7 CERTIFICATION REGARDING DEBARMENT & SUSPENSION

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the CONTRACTOR (referred to herein as the "prospective lower tier participant") is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The

knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AN VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Ceres Environmental Services, Inc.	RFP No. 21-037
CONTRACTOR Company Name	Contract Number
Dawn Brown	
Name	
Assistant Corporate Secretary	
Title	
Dawn Brown	April 12, 2021
Signature	Date

FORM #8 ANTI-LOBBYING CERTIFICATION

CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Ceres Environmental Services, Inc.
CONTRACTOR Name

Dawn Brown
Signature of Contractor's Authorized Official

Dawn Brown, Assistant Corporate Secretary
Name and Title of Contractor's Authorized Official

April 12, 2021
Date

FORM #9 SCHEDULE 1 – HOURLY LABOR, EQUIPMENT, AND MATERIAL PRICE SCHEDULE

Equipment Type with Operator Category	Estimated Hours	Hourly Labor Rate	Total Extended Price
Air Curtain Burner, Self-contained System	350	$124.00	$43,400.00
50' Bucket Truck	350	$159.00	$55,650.00
Crash Truck w/impact Attenuator	140	$102.70	$14,378.00
Dozer, Tracked, D3 or Equivalent	70	$105.00	$7,350.00
Dozer, Tracked, D4 or Equivalent	140	$120.00	$16,800.00
Dozer, Tracked, D5 or Equivalent	210	$130.00	$27,300.00
Dozer, Tracked, D8 or Equivalent	210	$180.00	$37,800.00
Dump Truck, 16 +/- CY	140	$95.00	$13,300.00
Dump Truck, 20 +/- CY	210	$105.00	$22,050.00
Dump Truck, 38 +/- CY	210	$115.00	$24,150.00
Generator, 5.5 kW, List kW Capacity	140	$37.66	$5,272.40
Generator, 200 kW, List kW Capacity	140	$301.30	$42,182.00
Generator, 2,500 kW, List kW Capacity	210	$1,029.88	$216,274.80
Light Plant with Fuel and Support	350	$22.01	$7,703.50
Grader w/12" Blade (Min. 30,000 LB)	70	$186.68	$13,067.60
Hydraulic Excavator, 1.5 CY	140	$145.00	$20,300.00
Hydraulic Excavator, 2.5 CY	140	$195.00	$27,300.00
Knuckleboom Loader	350	$161.39	$56,486.50
Lowboy Trailer w/Tractor	140	$125.00	$17,500.00
Mobile Crane up to 15 ton	140	$183.40	$25,676.00
Pump, 95 HP (minimum 25' intake & 200' discharge to include fuel and support personnel)	70	$36.68	$2,567.60
Pump, 200 HP (minimum 25' intake & 200' discharge to include fuel and support personnel)	70	$84.00	$5,880.00
Pump, 650 HP (minimum 25' intake & 200' discharge to include fuel and support personnel)	70	$95.37	$6,675.90
Vac Truck (Mist Capacity), List capacity	210	$227.42	$47,758.20

FORM #9 SCHEDULE 1 – HOURLY LABOR, EQUIPMENT, AND MATERIAL PRICE SCHEDULE

Pickup Truck, I ton	70	$18.00	$1,260.00
Skid-Steer Loader, 1,500 LB operating capacity (w/utility grapple)	140	$79.00	$11,060.00
Skid-Steer Loader, 2,500 LB operating capacity (w/utility grapple)	140	$82.00	$11,480.00
Compact Track Loader, 1,500 LB operating capacity (w/utility grapple)	140	$79.00	$11,060.00
Compact Track Loader, 2,500 LB operating capacity (w/utility grapple)	140	$82.00	$11,480.00
Tub Grinder, 800 to 1,000 HP	350	$476.84	$166,894.00
Hydraulic Excavator, 1.5 CY (w/thumb)	140	$165.00	$23,100.00
Hydraulic Excavator, 2.5 CY (w/thumb)	140	$215.00	$30,100.00
Truck, Flatbed	70	$65.00	$4,550.00
Articulated, Telescoping Scissor Lift for Tower, 15 HP/37 ft. Lift	350	$22.01	$7,703.50
Water Truck, 2,500 gal (Non-potable, dust control and pavement maintenance)	350	$92.00	$32,200.00
Wheel Loader, 3 CY, 152 HP	140	$110.00	$15,400.00
Wheel Loader, 4.0 CY, 200 HP	140	$125.00	$17,500.00
Wheel Loader, 1.5 CY, 95 HP	210	$100.00	$21,000.00
Equipment with Operator Grand Total Extended Price:			$1,121,610.00
Others not listed in labor category – Please list below			

Labor Category	Estimated Hours	Hourly Labor Rate	Total Extended Price
Operations Manager w/cell phone and ½ ton pick-up truck	70	$87.72	$6,140.40
Crew Foreman w/cell phone and one ton equipment truck w/small tools and miscellaneous supplies in support of crew	140	$59.42	$8,318.80

FORM #9 SCHEDULE 1 – HOURLY LABOR, EQUIPMENT, AND MATERIAL PRICE SCHEDULE

Tree Climber/Chainsaw and gear	350	$70.00	$24,500.00
Laborer w/Chainsaw and gear	350	$48.44	$16,954.00
Laborer w/small tools, traffic control or flag person	350	$42.00	$14,700.00
Bonded and Certified Security Personnel	140	$46.00	$6,440.00
Labor Category Grand Total Extended Price:			$77,053.20
Others not listed in labor category – Please list below			
Crew Category	**Estimated Hours**	**Hourly Labor Rate**	**Total Extended Price**
Wheel Loader, 2.5 CY, 950 or Similar w/operator, Foreman with support vehicle and small equipment, Laborer w/chain saw and 2 laborers w/small tools	350	$298.00	$104,300.00
Crew Category Grand Total Extended Price:			$104,300.00
Others not listed in crew category – Please list below			
GRAND TOTAL OF SCHEDULE 1 (Total extended price of all 3 Categories)		$1,302,963.20	

FORM #9 SCHEDULE 2 – UNIT RATE PRICE SCHEDULE

References for each category of work are to RFP Scope of Services Items 2-7.2 through 2-7.16. If a vendor elects to "No Bid" individual service offerings, its proposal may be considered non-responsive to the County.

2.7-2. Vegetative Debris Removal -- Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to a County approved debris management site (DMS) or County approved final disposal site.

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	100,000	$7.95	$795,000.00	$91.43
16 to 30 Miles	125,000	$8.05	$1,006,250.00	$92.58
31 to 60 Miles	75,000	$8.15	$611,250.00	$93.73
Greater than 60 Miles	50,000	$8.25	$412,500.00	$94.88

2-7.3. C&D Debris Removal – Work consists of the collection and transportation of eligible C&D on the ROW or public property to a County approved final disposal site.

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	15,000	$7.95	$119,250.00	$67.58
16 to 30 Miles	25,000	$8.25	$206,250.00	$70.13
31 to 60 Miles	25,000	$8.45	$211,250.00	$71.83
Greater than 60 Miles	15,000	$8.65	$129,750.00	$73.53

2-7.4. Demolition, Removal, Transport & Disposal of Non-RACM Structures – Work consists of the decommissioning, demolition and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a County approved final disposal site.

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	5,000	$13.95	$69,750.00	$90.68
16 to 30 Miles	10,000	$14.75	$147,500.00	$95.88

31 to 60 Miles	10,000	$15.50	$155,000.00	$100.75
Greater than 60 Miles	5,000	$15.95	$79,750.00	$103.68

2-7.5. Demolition, Removal, Transport & Disposal of RACM Structures – Work consists of the decommissioning, demolition and disposal of RACM structures on public or private property and hauling the resulting debris to a County approved final disposal site.

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	5,000	$18.05	$90,250.00	$117.33
16 to 30 Miles	10,000	$18.75	$187,500.00	$121.88
31 to 60 Miles	10,000	$19.55	$195,500.00	$127.08
Greater than 60 Miles	5,000	$19.95	$99,750.00	$129.68

2-7.6. DMS Operation and Reduction Through Grinding – Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through grinding. The costs associated with acquiring, preparing, leasing, renting, operating and remediating land used as DMS as reflected in this RFP.

	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
	175,000	$3.65	$638,750.00	$49.98

2-7.7. DMS Management & Reduction by Air Curtain Incineration – Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through air curtain incinerators. The costs associated with acquiring, preparing, leasing, renting, operating and remediating land used as DMS as reflected in this RFP.

	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
	175,000	$3.15	$551,250.00	$46.98

2-7.8. Haul-out of Reduced Debris to a County Approved Final Disposal Site – Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County approved final disposal site.

FORM #9 SCHEDULE 2 – UNIT RATE PRICE SCHEDULE

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	6,100	$3.55	$21,655.00	$17.75
16 to 30 Miles	9,100	$4.20	$38,220.00	$21.00
31 to 60 Miles	15,000	$4.45	$66,750.00	$22.25
Greater than 60 Miles	30,000	$5.95	$178,500.00	$29.75

2-7.9. Removal of Hazardous Trees and Hangers – Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Item 2, Vegetative Debris Removals

Diameter	Estimated Quantity	$ Per Tree	Total	
6 inch to 12.99 inch diameter	1,500	$25.00	$37,500.00	
13 inch to 24.99 inch diameter	1,000	$60.00	$60,000.00	
25 inch to 36.99 inch diameter	750	$110.00	$82,500.00	
37 inch to 48.99 inch diameter	300	$190.00	$57,000.00	
49 inch to larger diameter	100	$400.00	$40,000.00	
Hanger Removal (per Tree)	3,000	$98.00	$294,000.00	

2-7.10. Removal of Hazardous Stumps – Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to a County Approved DMS. Rate includes removal, backfill of stump hole, reduction and final disposal.

Diameter	Estimated Quantity	$ Per Stump	Total	
24.1 inch to 36.99 inch diameter	500	$200.00	$100,000.00	
37 inch to 48.99 inch diameter	250	$325.00	$81,250.00	
49 inch and larger diameter		$695.00	$695.00	

FORM #9 SCHEDULE 2 – UNIT RATE PRICE SCHEDULE

2-7.12. ROW White Goods Debris Removal – Work consists of the removal of eligible white goods from the ROW to a County approved DMS site or County approved facility for recycling. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible white goods from the County approved DMS to a County approved facility for recycling.

Type of Debris	Estimated Quantity	$ Per Unit	Total	
A/C Units, refrigerators and freezers requiring refrigerant recovery and decontamination	250	$79.00	$19,750.00	
Washers, dryers, stoves, ovens and hot water heaters	500	$49.00	$24,500.00	

2-7.13. Household Hazardous Waste Removal, Transport and Disposal – Work consists of the collection, transportation and disposal of household hazardous waste from the ROW to a County approved permitted hazardous waste facility or MSW type I landfill.

	Estimated Quantity	$ Per Pound	Total	
	10,000	$2.98	$29,800.00	

2-7.14. E-Waste Removal – Work consists of the recovery and disposal of televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.

	Estimated Quantity	$ Per Unit	Total	
	250	$59.00	$14,750.00	

2-7.15. Abandoned Vehicle Removal – Work consists of the removal and transport of eligible abandoned vehicles.

Type of Vehicle	Estimated Quantity	$ Per Unit	Total	
Passenger Car	50	$225.00	$11,250.00	
Single Axle	25	$225.00	$5,625.00	

FORM #9 SCHEDULE 2 – UNIT RATE PRICE SCHEDULE

Double Axle	25	$275.00	$6,875.00	
2-7.15. Abandoned Vessel Removal – Works consists of the removal and transport of eligible abandoned vessels.				
Length of Vessel	Estimated Quantity	$ Per Unit	Total	
Vessels less than 20 linear feet	75	$125.00	$9,375.00	
Vessels 21 linear feet or greater	50	$998.00	$49,900.00	
2-7.16. Dead Animal Carcasses – Work consists of the recovery and disposal of dead animal carcasses.				
	Estimated Quantity	$ Per Pound	Total	
	10,000	$0.95	$9,500.00	
GRAND TOTAL OF SCHEDULE 2		$6,945,895.00		

Ceres Environmental Services, Inc.
CONTRACTOR Name

Signature of Contractor's Authorized Official

Dawn Brown, Assistant Corporate Secretary
Name and Title of Contractor's Authorized Official

April 12, 2021
Date

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

ADDENDUM No. 1

RFP No. 21-037
Emergency Debris Removal

April 7, 2021

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project, and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

Attachment:

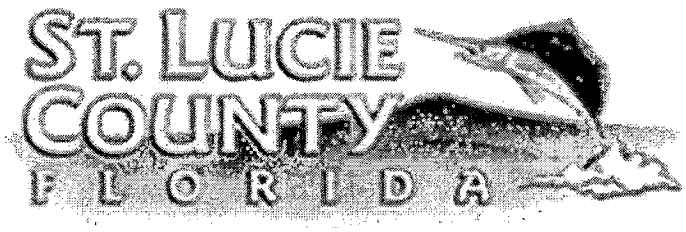
Questions/Answers

Please sign and return by e-mail to ciminod@stlucieco.org or fax to (772) 462-1704.

Name of Firm: Ceres Environmental Services, Inc.

Signature: _____
Dawn Brown, Assistant Corporate Secretary

Date: April 12, 2021



REQUEST FOR PROPOSALS

RFP No. 21-037
Emergency Debris Removal

Due Date: Wednesday, April 14, 2021
Due Time: 3:00 P.M.

ST. LUCIE COUNTY BOARD OF COUNTY COMMISSIONERS
PURCHASING DEPARTMENT
2300 VIRGINIA AVENUE
FORT PIERCE, FLORIDA 34982
P (772) 462-1700
F (772) 462-1704

ST. LUCIE COUNTY BOARD OF COUNTY COMMISSIONERS

LEGAL NOTICE

REQUEST FOR PROPOSAL (RFP)

RFP No. 21-037
Emergency Debris Removal

Sealed Proposals from qualified firms or individuals to provide emergency debris removal services as listed in Request for Proposal No. **21-037** will be received at the St. Lucie County Purchasing Department, 2300 Virginia Avenue, Room 228, Fort Pierce, Florida 34982, **until 3:00 p.m. Local Time, on Wednesday, April 14, 2021,** at which time this RFP will be publicly declared closed.

Proposal documents may be obtained via download from www.DemandStar.com or by contacting the Office of the Purchasing Department at 2300 Virginia Avenue, Room 228, Fort Pierce, Florida, 34982, (772) 462-1700.

Proposers may not withdraw their proposals for a period of 90 calendar days after the day set for the opening of Proposals.

St. Lucie County reserves the right to waive informalities, to reject any and all RFP submittals, and to accept any RFP submittals or any combination of RFP submittals, which in its sole judgment will best serve the public interest.

CAUTION: It is the bidder's/proposer's responsibility to ensure that bids/proposals are received in the Purchasing Department prior to the date and time specified above. Receipt of a bid/proposal in any other County office does not satisfy this requirement.

St. Lucie County is an Equal Opportunity/Affirmative Action Employer.

Publish Date: Sunday, March 7, 2021

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PART I: GENERAL INFORMATION

1-1 DEFINITIONS

For the purposes of this Request for Proposals ("RFP"), Proposer shall mean contractors, consultants, respondents, organizations, firms, or other persons submitting a response to this Request for Proposals.

1-2 INVITATION TO PROPOSE; PURPOSE

The Board of County Commissioners, St. Lucie County, Florida (the "Board") solicits proposals from responsible Proposers to provide emergency debris removal services.

1-3 ISSUING OFFICE AND LOCATION OF PROPOSAL OPENING

St. Lucie County Purchasing Department
Administration Annex, Room 228
2300 Virginia Avenue
Fort Pierce, Florida 34982

1-4 CONTRACT AWARDS

The Board anticipates entering into a contract with the Proposer who submits the proposal judged by the Board to be most advantageous. The Board reserves the right to award a contract to other than the lowest price offeror. The Board reserves the right to award more than one contract if in its best interest.

The Proposer understands that this RFP does not constitute an agreement or a contract with the Proposer. An official contract or agreement is not binding until proposals are reviewed and accepted by the Board and both the Board and the successful Proposer approve a written agreement or contract.

The Board reserves the right to reject all proposals, to waive any informalities, and to solicit and re-advertise for other proposals.

1-5 DEVELOPMENT COSTS

Neither the Board nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

1-6 INQUIRIES

The County will not respond to oral inquiries. Proposers may submit written inquiries for interpretation of this RFP to:

Desiree Cimino – Purchasing Manager
St. Lucie County Purchasing Department
Administration Annex, Room 228
2300 Virginia Avenue
Fort Pierce, Florida, 34982.
Fax Number: 772-462-1704
E-mail: ciminod@stlucieco.org

The County will respond to written inquiries as noted below.

The County will record its responses to inquiries and any supplemental instructions in the form of a written addendum. It will be the Proposers responsibility to make sure all addendums are received.

1-7 TIMETABLES

The Board and the Proposers shall adhere to the following schedule in all actions concerning this RFP.

A. On March 7, 2021, the Board issues the RFP.

B. From March 7, 2021 to April 7, 2021, the County will receive and answer inquiries received by e-mail at ciminod@stlucieco.org.

C. The County must receive the proposals by 3:00 PM on April 14, 2021.

D. From opening time, County staff will review and evaluate the proposals on a timely basis.

E. The Board may enter into a contract after conducting negotiations and obtaining appropriate approvals. The County will notify unsuccessful Proposers at this time.

1-8 DELAYS

The County may delay scheduled due dates if it is to the advantage of the County. The County will notify Proposers of all changes in scheduled due dates by written addenda.

1-9 PROPOSAL SUBMISSION AND WITHDRAWAL

The County will receive proposals at the following address:

St. Lucie County Purchasing Department
Administration Annex, Room 228
2300 Virginia Avenue
Fort Pierce, Florida 34982

To facilitate processing, please mark the outside of the envelope as follows:

"RFP No. 21-037 Emergency Debris Removal"

The envelope shall also include the Proposer's return address.

Proposers shall submit one unbound original (hardcopy), one electronic copy on flash drive and six bound hard copies of the proposal in a sealed, envelope, box, or container marked as noted above. The Proposer may submit the proposal in person or by mail.

The County must receive all proposals by 3:00 PM on April 14, 2021.

Due to the irregularity of mail service, the County cautions Proposers to assure actual delivery of proposals to the County prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (772) 462-1700 before proposal opening time. Proposals received after the established deadline will be returned unopened to the Proposer.

Proposers may withdraw their proposals by notifying the County in writing at any time prior to the opening. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity and provide a signed receipt for the proposal. Proposals, once opened, become the property of the County and will not be returned to the Proposers. Upon opening, proposals become "public records" and shall be subject to public disclosure in accordance with Chapter 119, Florida Statutes.

1-10 IRREGULARITIES; REJECTION OF PROPOSALS

Proposals not meeting stated minimum terms and qualifications may be rejected by the County as non-responsive or irregular. However, the County reserves the right to waive any irregularities, technicalities or informalities in any proposal. The County reserves the right to reject the Proposal of any Proposer in arrears or in default upon any debt or contract to the Board of County Commissioners of St. Lucie County or who have failed to perform faithfully any previous contract with the County or with other governmental jurisdictions.

1-11 ADDENDA

If revisions become necessary, the County will post written addenda on www.DemandStar.com at least five days prior to the opening date to all Proposers who receive the RFP.

1-12 EQUAL OPPORTUNITY

The County recognizes fair and open competition as a basic tenet of public procurement and encourages participation by small and minority businesses, women's business enterprises, and labor area surplus firms (as listed by the U.S. Department of Labor at https://www.doleta.gov/programs/lsa.cfm). The County requests these businesses to submit evidence of such classification with their proposals.

1-13 ORAL PRESENTATION

At its discretion, the County may require any Proposer to make an oral presentation of the proposal. These presentations provide an opportunity for the Proposer to clarify the proposal for the County. The County will schedule any such presentations.

1-14 INSURANCE

The Proposer, if awarded a contract, shall maintain insurance coverage reflecting the minimum amounts and conditions required by the County.

1-15 LOBBYIST DISCLOSURE REQUIREMENT

Pursuant to Article IV of Chapter 1-2 of the Code of Ordinances of St. Lucie County, Florida, any professional consultant who utilizes the services of a lobbyist as defined in Section 1-2-62 is required to make full disclosure with the Clerk of the Board prior or concurrently with the submission of a proposal to the Board for the performance of any services for the Board. Such disclosure shall include the following:

A. The name of any lobbyist employed directly or indirectly by the consultant for the purpose of influencing or attempting to influence the selection of the professional consultant by the Board.

B. The name and address of the lobbyist.

C. The length of such agreement, contract or understanding and the amount of any fee, gratuity, compensation or consideration paid or promised to be paid to the lobbyist either before or after hiring whether or not same is set out as compensation for the lobbying or is for other services. The disclosure shall be filed with the Clerk on forms provided by the Board and such records shall be open to the public.

Further, contractors that apply or bid for an award of $100,000 or more that may be funded in whole or in part with Federal funds must also submit the anti-lobbying certification attached hereto as Form #8.

1-16 FEASIBILITY STUDIES

The County has established a policy that any professional consultant that contracts with the County as an advisor as to the feasibility of any County capital project, shall not be eligible to participate in any future design work on that project that might become necessary as a result of the consultant's advice. The Board of County Commissioners (the "Board") may determine to waive this policy by majority vote if the Board determines that there is a compelling reason to waive the policy.

1-17 FUNDING

The County intends to seek reimbursement for the costs of the contract from the Federal Emergency Management Agency (FEMA). Accordingly, the contractor will be required to comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

PART II: SCOPE OF WORK

2-1 INTRODUCTION

St. Lucie County Board of County Commissioners is seeking proposals from qualified firms to provide professional services for the collection and disposal of disaster debris collection activities for the County. The Contractor is expected to be extremely knowledgeable in Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) regulations, guidelines and operating policies. The Contractor will advise and support the County during a disaster recovery effort and will be responsible for the overall collection and disposal of debris. This will include services to remove, process and lawfully dispose of disaster generated debris (other than hazardous materials and household putrescible garbage) from public property and public right of way in St. Lucie County in response to an emergency event such as, but not limited to, hurricane, tornadoes, flooding, fires or other natural or manmade disaster(s). The Contractor shall coordinate with the County's current disaster debris monitor consultant(s) and the County to insure a compliant, well-managed and organized approach to debris collection and disposal.

The purpose of this Request for Proposal (RFP) is to put in place an indefinite delivery/quantity agreement for the collection and disposal management and support services based upon the specifications detailed herein. Work authorizations will be issued against the Agreement, as necessary to complete work.

2-2 ST. LUCIE COUNTY BACKGROUND

St. Lucie County is located on the Atlantic Coast of Florida between Martin County to the south and Indian River County to the north. St. Lucie County covers a total area of 688.10 square miles of which 575.5 square miles is land and 115.6 square miles is water area. The county encompasses the incorporated cities of Port St. Lucie and St. Lucie Village and the City of Ft. Pierce (county seat).

The entire county had a large growth rate over the last 50 years, growing from a population of 50,836 in 1970 to 344,041 in 2020. The population of the unincorporated areas of the County is 71,620.

2-3 PROJECT INTENT

The Scope of Work is an integrated part of the Contract Documents and as such will not stand alone if used independently. The intent of these documents is to set forth requirements of performance. It is also intended to include all labor and materials, equipment, tools and transportation necessary for the proper execution of the Work, to require new material and equipment unless otherwise indicated, and to require complete performance of the Work in spite of omission of specific reference to any minor component part and to include all items necessary for the proper execution and completion of the Work by the Contractor.

Performance by the Contractor shall be required only to the extent consistent with these documents and reasonably inferable from them as being necessary to produce the intended results.

The Scope of Work is to be used as a general guide and is not intended to be a complete list of all work necessary to complete the project. The successful Contractor shall have broad experience in the areas of providing the collection and disposal of disaster debris, and any additional or required tasks, as deemed necessary to complete the project successfully.

The scope of work performed by the Contractor shall adhere and be followed in accordance with the guidelines set forth within the most current version of FEMA's Public Assistance Program and Policy Guide, FP-104-009-2 (the "PAPPG") (as of this writing the current version is version 4.0, published June 1, 2020). The PAPPG supersedes FEMA 321 / Public Assistance Policy Digest, FEMA 322 / Public Assistance Guide, and FEMA 325 / Public Assistance Debris Management Guide, although Contractor may still consult these resources for general guidance. The collection, removal, and disposal of debris work requires that workers are performing eligible work in accordance with any public assistance guidelines including but not limited to Federal, State and Local regulations.

The purpose of this solicitation is to establish one or more contracts to provide services to remove, process, and lawfully dispose of disaster generated debris (other than hazardous materials and household putrescible garbage) from public property and public right of way in St. Lucie County, Florida in response to an emergency event such as, but not limited to, hurricane(s), tornadoes, flooding, fire or other natural or manmade disaster(s). The County is seeking proposals from highly qualified Vendor(s) with experience in the specialized management of disaster response labor for the removal of debris along with the preparation, response, recovery and mitigation phases of any emergency or disaster. Vendors must have the capability and ability to rapidly respond to wide scale debris volumes typically produced in hurricanes, tornadoes and other disaster types as well as small scale debris volumes.

The Vendor must handle debris management activities in St. Lucie County in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Health (FDH), Natural Resources Conservation Services (NRCS), and the Florida Department of Environmental Protection (FDEP) in conjunction with the County's needs. The Vendor shall have an excellent understanding of the documentation involved for the reimbursement from FEMA, FHWA, or Other Federal Agencies, and the State relief programs to make the process of cost recovery efficient and accurate. The processes and documentation required will be in strict compliance with FEMA, FHWA, or Other Federal Agencies, and other State relief programs regulations regarding eligibility.

Contracts must meet rules for Federal grants, as provided for in Title 2 Code of Federal Regulations (CFR) Part 200, (§ 200.317-200.327, Procurement Standards) in order to be eligible for reimbursement under the Public Assistance Program.

NOTE: This solicitation is not a request for Emergency Debris Monitoring Services. The County currently has separate contracts to provide that service. This RFP is specifically for Emergency Debris Removal Services. Vendors shall not include proposals that include Debris Monitoring Services. One or more Vendor(s) may be selected to provide differing elements or levels of scope of work in accordance with the capabilities and extent of involvement each respondent proposes. Contracts issued resulting from this RFP shall only be activated in the event of a declared emergency. There is no guarantee any contract resulting from this RFP will be activated or any work will be performed.

Scope of services under this contract includes, but is not limited to:

2-4 DELIVERY AND COMPLETION OF WORK FROM THE DATE OF THE NOTICE TO PROCEED

The County will issue the official Notice to Proceed for the services referenced in this RFP and resulting contract. The Notice to Proceed shall be sent via facsimile, mail, or email. Under no circumstances shall the County be liable for any services rendered unless the written Notice to Proceed has been sent and received by the Vendor(s). The Vendor(s) must acknowledge receipt of the written Notice to Proceed. Time for completion may be considered a factor in determining the vendor to whom a Notice to Proceed will be made.

Upon Notice to Proceed and mobilization, the Vendor shall provide the County with a reasonable time frame in which the work will be completed. The County will use the Vendor's estimate to develop a period of performance for work to be completed. This period of performance may be adjusted at the County's discretion. All work shall be performed in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the vendor(s), except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the original completion date so that a revised delivery schedule can be appropriately considered by the County.

Should the vendor(s) to whom the contract(s) is awarded fail to complete the work within the number of days as stated in its offer, it is hereby agreed and understood that the County reserves the authority to cancel the contract with the vendor and to secure the services of another vendor to complete the work. If the County exercises this authority, the County shall be responsible for reimbursing the vendor for work which was completed and found acceptable to the County in accordance with the contract specifications. The County may, at its option, demand payment from the vendor, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the County as a result of having to secure the services of another vendor. If the incumbent vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

2-5 PROTECTION OF PROPERTY

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest shall be protected against damage or interrupted services at all times by the vendor during the term of the contract; and the vendor shall be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the vendor's operation on the property. In the event the vendor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the vendor.

2-6 TERMS AND DEFINITIONS

Definitions are provided for those terms listed below.

a. **Authorized Representative** – County employees and/or contracted individuals designated by the County or County Debris Manager to take actions as described in this RFP and the resulting Contract.

b. **Chipping or Mulching** – see Grinding.

c. **Cleanup Crew** – A group of individuals and/or an individual employed by the Debris Removal Vendor to collect disaster debris.

d. **Construction and Demolition Debris (C&D)** – FEMA's PAPPG defines eligible construction and demolition (C&D) debris as components of buildings and structures, such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and other floor coverings, window coverings, pipe, concrete, asphalt, equipment, furnishings, and fixtures. (Note: This definition of C&D is for disaster recovery purposes and is not the same definition commonly used in other solid waste documents, such as FDEP Chapter 62-701.) Current eligibility criteria include:

e. **County** – St. Lucie County, Florida

f. **County Approved Final Disposal Site** – a final disposal location approved in writing by the County.

g. **County Debris Manager** – The County will designate a County Debris Manager, who will lead the debris removal process and provide general oversight for all phases of debris removal operations within the County.

h. **Debris** – Items and materials broken, destroyed or displaced by a natural or man-made federally declared disaster. Examples of debris include, but are not limited to: vegetative debris, construction and demolition debris, and personal property.

i. **Debris Clearance** – Clearing roads by pushing debris to the roadside in order to accommodate emergency traffic.

j. **Debris Management Site (DMS)** – A location to temporarily store, reduce, segregate and/or process debris before it is hauled to a final disposal site. May also be referred to as a Temporary Debris Storage and Reduction Site (TDSR Site) or Temporary Debris Staging and Processing Facility (TDSPF).

k. **Debris Monitoring** – Actions taken by the County in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for Federal or State grant reimbursement.

l. **Debris Removal** – Picking up debris and taking it to a debris management site, composting facility, recycling facility, permanent landfill, or other reuse or end-use facility.

m. **Demobilization** – Following the completion of services provided under the resulting contract, the Vendor will remove all equipment, supplies and other associated materials involved in the services provided to the County. The Vendor will leave all sites utilized clean and restored to the original state as approved by the County and verified through soil and groundwater samples.

n. **Demolition** – The act or process of reducing a structure, as defined by the State of Florida or local code, to a collapsed state. It contrasts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse.

o. **Designated Area** – Generally bounded by the County line and includes public property and rights-of-way within the unincorporated areas of the County that was directly affected by a debris-generating event.

p. **Disaster Specific Guidance** – Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to, along with their numerical identification.

q. **Eligible** – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Notice to Proceed is issued and executed by the County to the Vendor) of

the Public Assistance grant program and FEMA's PAPPG and all current FEMA fact sheets, guidance documents, and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency during the course of a debris removal project. Generally, eligible work is:

- Required as a result of the declared incident;
- Located within the designated area; and
- The legal responsibility of the County.

r. **Emergency Debris Clearance** - The initial debris clearance activity necessary to eliminate life and safety threats (i.e., clearing roads).

s. **Emergency Relief Program** – Provides for the funding of emergency roadway clearing and first pass disaster debris removal on federal aid highways.

t. **E-Waste** – End of life electronics, typically televisions, computers and related components.

u. **FEMA Public Assistance Program and Policy Guide (PAPPG)** – FEMA's comprehensive guidance regarding the policy and program administration of the Public Assistance Program, including eligibility requirements and rules related to disaster debris removal.

v. **FEMA Publication 325 Debris Management Guide** – This publication has been superseded by the PAPPG, but may still be referred to as a reference. It is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non-reimbursable expenses.

w. **Field Inspector** – See Monitor.

x. **Garbage** – Waste that is regularly collected through the County's normal waste collection methods. Includes all putrescible or non-putrescible wastes such as but not limited to, plastics, paper, cardboard, kitchen and table food waste, and animal, vegetative, food or any organic waste that is a result or residential or commercial activities.

y. **Grinding** – Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.

z. **Hangers** – A hanger is a broken limb or branch. The current eligibility requirements for removal of a hanger according to FEMA's PAPPG are:

- The limbs or branches must be greater than two inches in diameter, measured at the point of break; and

- The limbs or branches must post an immediate threat, e.g., hanging over improved property or public-use areas, such as trails, sidewalks, or playgrounds.

FEMA does not fund removal of broken limbs or branches located on private property unless:

- The limbs or branches extend over the public ROW;
- The limbs or branches pose an immediate threat; and
- The hazard is removed from the public ROW (without entering private property).

Only the minimum cut necessary to remove the hazard is eligible. For example, cutting a branch at the trunk is not eligible if the threat can be eliminated by cutting it at the closest main branch junction.

aa. **Hazardous Stump** – a tree stump that has 50% of the root-ball exposed. Removal of the stump and filling the root-ball hole is eligible. If grinding the stump in-place is less costly than extraction, grinding the stump in-place is eligible.

FEMA only reimburses contracted stump removal on a per-stump basis if:

- The stump is 2 feet or larger in diameter measured 2 feet above the ground; and
- Extraction is required as part of the removal.

The price for stump removal must include extraction, transport, disposal, and filling the root-ball hole.

bb. **Hazardous Tree** – FEMA considers incident-damaged trees to be hazardous and eligible if the tree has a diameter of 6 inches or greater measured 4.5 feet above ground level, and the tree:

- Has a split trunk;
- Has a broken canopy; or
- Is leaning at an angle greater than 30 degrees.

For trees that have 50 percent or more of the root-ball exposed, removal of the tree and root-ball and filling the root-ball hole are eligible. For contracted removal of a tree with a root-ball, FEMA will not reimburse two separate unit costs to remove the tree and its root-ball. For trees that have less than 50 percent of the root-ball exposed, FEMA only provides PA funding to flush cut the item at ground level and dispose of the cut portion based on volume or weight. Grinding any residual stump after cutting the tree is not eligible.

cc. **Hazardous Waste** – Waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and

Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at least one of the following four characteristics: ignitability, corrosively, reactivity or toxicity.

dd. **Hold Harmless** – Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage or other liability incurred as a result of a particular action or transaction.

ee. **Household Hazardous Waste (HHW)** –a hazardous product or material used and disposed of by residential consumers, rather than commercial or industrial consumers. HHW includes some paints, stains, varnishes, solvents, pesticides, and other products or materials containing volatile chemicals that catch fire, react, or explode under certain circumstances, or that are corrosive or toxic. HHW mixed with other debris types will contaminate the entire load, which necessitates special disposal methods. The overall cost of debris disposal can escalate quickly if HHW collection and disposal is not planned and executed with care.

The collection of commercial disaster related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected in the County with written authorization by the County Debris Manager. The disposal of all hazardous waste must be in accordance with all rules and regulations of local, state and federal regulatory agencies.

ff. **Monitor** – Person that observes day-to-day operations of debris removal crews to ensure they are performing eligible work, meeting the County's expectations and contractual requirements and are in compliance with all applicable Federal, State and local regulations. May also be referred to as a "Field Inspector"

gg. **Recycling** – The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.

hh. **Refrigerant** – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.

ii. **Right of Entry** – As used by FEMA, the document by which a property owner confers to an eligible applicant or its Vendor or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.

jj. **Right-of-Way** – The portions of land over which facilities such as highways, railroads or power lines are built. It includes land on both sides of the facility up to the private property line.

kk. **Scale/Weigh Station** – A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.

ll. **Temporary Debris Staging and Processing Facility (TDSPF)** – Site for the staging and processing of collected debris prior to final disposal. May also be referred to as a Debris Management Site (DMS).

mm. **Temporary Debris Storage and Reduction Site (TDSR)** – Site designated by the County for the storage and reduction of disaster related debris.

nn. **Tipping Fee** – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.

oo. **United States Army Corps of Engineers (USACE)** – A component of the United States Army responsible for constructing and maintaining military installations and other government-owned and controlled facilities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.

pp. **Vegetative Debris** – Vegetative debris includes whole trees, stumps, trunks, branches, limbs, and other leafy material. Eligible vegetative debris may include tree limbs, branches, stumps, or trees that are still in place, but damaged to the extent they pose an immediate threat. These items are not eligible if the hazard existed prior to the incident, or if the item is in a natural area and does not extend over improved property or public-use areas, such as trails, sidewalks, or playgrounds. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers.

qq. **Vendor** – the term "Vendor" as used herein, refers to the vendor(s) selected to conduct debris removal operations per the terms of the contract. The term includes primary vendor(s), subcontractors, and individual crews.

rr. **White Goods** – White goods are defined as discarded household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, dryers, and water heaters. Many white goods contain ozone depleting refrigerants, mercury, or compressor oils. The Clean Air Act prohibits the release of refrigerants into the atmosphere and requires that certified technicians extract refrigerants from white goods before disposal or recycling. To avoid releases of refrigerants or oils, the collection of white goods should be accomplished carefully by manually placing the appliance on trucks or by using lifting equipment that will not damage the elements that contain the refrigerants or oils. The County will identify certified recycling centers that are permitted to take white goods.

2-6.1 ACRONYMS

ACM - Asbestos Containing Material
C&D - Construction and Demolition
CFR - Code of Federal Regulations
DMS - Debris Management Site
EO - Executive Order
EPA - Environmental Protection Agency
FDEP - Florida Department of Environmental Protection
FDOT - Florida Department of Transportation
FEMA - Federal Emergency Management Agency
FHWA - Federal Highway Administration

GPS - Global Positioning System
HHW - Household Hazardous Waste
OSHA - Occupational Safety and Health Administration
PA - Public Assistance
PPDR - Private Property Debris Removal
PPE - Personal Protective Equipment
PW - Project Worksheet
RACM - Regulated Asbestos Containing Material
RCRA - Resource Conservation and Recovery Act
ROE - Right-of-Entry
ROW - Right-of-Way
RRC - Rapid Response Crew
SWMF - Solid Waste Management Facility
TDSPF - Temporary Debris Staging and Processing Facility
TDSR - Site Temporary Debris Storage and Reduction Site
USACE - United States Army Corps of Engineers
VOCs - Volatile Organic Compounds

2-7 SCOPE OF SERVICES

The selected Vendor shall be capable of assembling, directing, and having the capacity to manage a major workforce, with multiple subcontractors, that can be fully operational in debris management operations and to cover the expenses of a major recovery prior to being paid by the County. Established management teams must be in place. The Vendor(s) shall have the resources to provide the equipment and personnel necessary to cover a major disaster. The Vendor(s) shall be able to assemble trucks, equipment, materials, and crews immediately following a disaster, giving the County priority status.

At a minimum of 48 hours prior to a hurricane event or immediately upon the occurrence of a debris-generating incident within the County for which there is no advance warning, a designated County employee will contact the Vendor(s) to advise them of the County's intent to activate the contract for removal and disposal of disaster debris. Before work begins, the County must issue a written Notice to Proceed. Within 8 hours of receiving the Notice to Proceed, the Vendor(s) will send a management team to report to the County Debris Manager to begin planning for the operations and mobilizing the personnel and equipment as necessary to perform the work. Mobilization by the Vendor(s) shall begin within 24 hours of notification by the County. Within 72 hours of receipt of the Notice to Proceed, the Vendor shall be fully established and continue debris removal operations. The Vendor(s) shall make every effort to be at the disaster site within the stated time frame. The removal and disposal work must be conducted in a systematic and predictable manner.

Under the awarded contract, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the County's Debris Manager. Work shall also include the clearing and removing of any and all "eligible" debris as most currently defined (at the time

Notice to Proceed is issued and executed by the County for the Vendor) by the FEMA Public Assistance grant program guidelines in FEMA's PAPPG, all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies, and as directed by the County Debris Manager. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. The aforementioned definition of "eligible" applies to all uses throughout Scope of Services items 2-7.1 through 2-7.16. Work will include: (1) examining debris to determine whether or not debris is eligible; (2) loading the debris; (3) hauling debris to County approved DMS(s) or County approved Final Disposal Site(s); (4) reducing disaster related debris; (5) hauling reduced debris to a County approved Final Disposal Site; and (6) disposing of reduced debris at a County approved Final Disposal Site. Debris not defined as eligible by FEMA, state or federal DSGs or policies will not be loaded, hauled, or dumped under this contract unless written instructions to do so are given to the Vendor by the County Debris Manager. It shall be the Vendor's responsibility to load, transport, reduce, and properly dispose of any and all disaster generated debris which is the result of the event under which the Vendor was issued Notice to Proceed, unless otherwise directed by the County Debris Manager in writing.

2-7.1 EMERGENCY ROAD CLEARANCE

At the request of the County for this contract, work shall consist of all labor, equipment, fuel and associated costs necessary to clear and remove debris from County roadways, to make them passable immediately following a declared disaster event. All roadways designated by the County Debris Manager shall be clear and passable within 70 working hours of the issuance of Notice to Proceed from the County to conduct emergency roadway clearance work. The County may choose to extend the Vendor's 70-hour limit through a written request. This may include roadways under the jurisdiction of other governmental agencies under the legal responsibility of the County. Clearance of these roadways will be performed as identified by the County Debris Manager. The Vendor shall assist the County and its representatives in ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor utilized (i.e., certification), starting and ending times, and zones/areas worked. Services performed under this Contract element will be compensated using Schedule 1 – Hourly Labor and Equipment Price Schedule.

2-7.2 ROW VEGETATIVE DEBRIS REMOVAL

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing on the County ROW to a County approved DMS or a County approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. For the purposes of this contract, eligible vegetative debris that is piled in immediate close

proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

b. Removal of eligible vegetative debris existing in the County will be performed as identified by the County Debris Manager.

c. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved DMS or a County approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

d. All eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the County or its authorized representative.

e. Entry onto private property for the removal of eligible vegetative hazards will only be permitted when directed by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures.

f. The Vendor must provide traffic control as conditions require or as directed by the County Debris Manager.

2-7.3 ROW C&D DEBRIS REMOVAL

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible Construction and Demolition (C&D) debris existing on the County ROW to a County approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. For the purposes of this contract, eligible C&D debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

b. Removal of eligible C&D debris existing in the County ROW will be performed as identified by the County Debris Manager.

c. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

d. All eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the County or its authorized representative.

e. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed by the County or its authorized representative. The County will provide specific ROE legal and operational procedures.

g. The Vendor must provide traffic control as conditions require or directed by the County Debris Manager.

h. C&D debris must be monitored for the collection, complete haul, and delivery at the approved final disposal site. The County's authorized representative will obtain the original copy of the disposal or scale ticket showing the inbound and outbound collection vehicle weights.

2-7.4 DEMOLITION, REMOVAL, TRANSPORT, AND DISPOSAL OF NON-RACM STRUCTURES

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of eligible Non-Regulated Asbestos Containing Material (Non-RACM) structures on private property within the jurisdictional limits of the County. Under this service, work will include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition, debris removal and site remediation. Further, eligible debris generated from the demolition of Non-RACM structures, as well as eligible scattered C&D debris on private property, will be transported to a County approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. Decommissioning consists of the removal and disposal of all Household Hazardous Waste (HHW), E-Waste, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local rules and regulations.

b. Any structurally unsound and unsafe structures will be identified and presented to the County for direction regarding decommissioning.

c. Removal and transportation of eligible Non-RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.

d. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

e. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property

debris removal programs if requested.

f. The Vendor is required to strictly adhere to any and all local, state, and federal regulatory requirements for the demolition, handling, and transportation of Non-RACM structures (such as obtaining demolition permits, etc.).

2-7.5 DEMOLITION, REMOVAL, TRANSPORT, AND DISPOSAL OF RACM STRUCTURES

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of eligible Regulated Asbestos Containing Material (RACM) structures on private property within the jurisdictional limits of the County. Under this service, work will include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition, debris removal and site remediation. Further, eligible debris generated from the demolition of structures, as well as eligible scattered C&D debris on private property, will be transported to a County approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local rules and regulations.

b. Any structurally unsound and unsafe structures will be identified and presented to the County for direction regarding decommissioning.

c. Removal and transportation of eligible RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.

d. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved Final Disposal Site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

e. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific ROE legal and operational procedures for private property debris removal programs if requested.

f. The Vendor is required to strictly adhere to any and all local, state, and federal regulatory requirements for the demolition, handling, and transportation of RACM structures (such as obtaining demolition permits, burrito wrapping of debris, etc.).

2-7.6 DMS MANAGEMENT, OPERATIONS, AND REDUCTION THROUGH GRINDING

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging, and reduction through grinding of eligible disaster related debris. Grinding must be approved by the County Debris Manager prior to commencement of reduction activities. The DMS(s) layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of DMS(s) includes obtaining necessary local, state, and federal permits or approval and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and FDEP. The Vendor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

b. Vendor is responsible for operating the DMS(s) in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDEP guidelines.

c. Debris at DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, white goods, and other scope of service items), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).

d. All un-reduced disaster debris must be staged separately from reduced debris at the DMS(s).

e. If the alternate tonnage price schedule of this RFP is used the Vendor shall obtain, install, and operate scales for weighing incoming debris. Scale/weigh stations shall be installed and certified within 5 business days of Notice to Proceed or written notice that the County intends on using the alternate tonnage schedule of this RFP. Vendor shall provide a sufficient number of scales meeting the County specifications to provide for the efficient delivery of waste streams without excessive wait times. The County shall make the sole determination of time determined to be excessive. To the extent that the County determines that additional scales are required, certified scales must be operational within 5 business days of the County's written request.

f. Maintaining the DMS approach and interior road(s) for all weather conditions for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress.

g. Vendor is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, water, lighting, and portable toilets. Vendor is responsible for all associated costs necessary to provide DMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.

h. Vendor is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other best management practices.

i. Vendor is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

j. Vendor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation, is a cost reflected in this scope of services. HHW/contaminant material segregated and stored in line containers at the DMS will be collected by the County's Hazardous Materials Removal and Disposal Vendor(s).

k. Vendor is responsible for providing 24 hour DMS(s) security.

l. Vendor will only permit Vendor vehicles and others specifically authorized by the County or its authorized representative on site(s).

m. Vendor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Vendor will at a minimum meet the specifications provided in the Technical Specifications of this RFP (See Section 2-8.16: Debris Site Tower Specifications).

Upon completion of haul-out activities, the Vendor will be responsible for remediating the physical features of the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, and other physical features. Site remediation does not include restoring fencing, lighting, and other permanent structures that may have been demolished at the County's direction for DMS operations. All debris, mulch, and other residual material is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDEP.

2-7.7 DMS MANAGEMENT, OPERATIONS AND REDUCTION THROUGH ABOVE GROUND AIR CURTAIN INCINERATION

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to manage and operate DMS locations for the acceptance, management, segregation, staging, and reduction through above ground air curtain incinerator

(ACI) of eligible disaster-related debris. Above ground ACI reduction must be approved by the County Debris Manager, FDEP, and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of DMS locations includes obtaining necessary local, state and federal permits or approval, and operating in accordance with all rules and regulations of local, state and federal regulatory agencies, which may include but are not limited to the EPA and FDEP. The Vendor shall also be responsible for all costs associated with third-party groundwater and soil testing.

b. The Vendor is responsible for operating the DMS locations in accordance with OSHA, EPA, and FDEP guidelines.

c. Debris at DMS locations will be clearly segregated and managed independently by debris type (C&D, vegetative, HHW, etc.); program (ROW collection, private property debris removal, etc.); and applicant(s) (municipalities located within the County). Incidental debris will be removed and disposed of at no additional cost and based on the applicable scope of service in this RFP.

d. All un-reduced storm debris must be staged separately from reduced debris at the DMS locations.

e. If the alternate tonnage price schedule of this RFP is used the Vendor shall obtain, install, and operate scales for weighing incoming debris. Scale/weigh stations shall be installed and certified within 5 business days of Notice to Proceed or written notice that the County intends on using the alternate tonnage schedule of this RFP. Vendor shall provide a sufficient number of scales meeting the County specifications to provide a sufficient number of scales meeting the County Specifications to provide for the efficient delivery of waste streams without excessive wait times. The County shall make the sole determination of time determined to be excessive. To the extent that the County determines that additional scales are required, certified scales must be operational within 5 business days of the County's written request.

f. Maintaining the DMS approach and interior road(s) for all weather conditions for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress.

g. The Vendor is responsible for all associated costs necessary to provide DMS locations utilities, which include but are not limited to, water, lighting, and portable toilets.

h. The Vendor is responsible for all associated costs necessary to provide DMS locations traffic control, which includes but is not limited to traffic cones and staff with traffic flags.

i. The Vendor is responsible for all associated costs necessary to provide DMS locations dust control and erosion control, which includes but is not limited to an operational water truck, silt fencing, and other best management practices.

j. The Vendor is responsible for all associated costs necessary to provide DMS locations fire protection, which include but is not limited to an operational water truck (sufficient and equipped for fire protection), fire breaks, and a site foreman.

k. Vendor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be missed, mixed in, or picked up accidently with disaster debris. The cost associated with qualified personnel and lined containers/containment areas for HHW/containment segregation, is a cost reflected in this scope of services. HHW/containment material segregated and stored in lined containers at the DMS will be collected by the County's Hazardous Materials Removal and Disposal Vendor(s).

l. The Vendor is responsible for providing 24-hour security and fire tender for DMS locations.

m. The Vendor will only permit Vendor vehicles and others specifically authorized by the County or its authorized representative on site(s).

n. The Vendor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Vendor will at a minimum meet the specifications provided in the technical specifications of this RFP (see Section 2-8.16: Debris Site Tower Specifications).

A. Upon completion of haul-out activities, the Vendor will be responsible for remediating the physical features of the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, seeding, sod, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the County's direction for DMS operations. All debris, mulch, and other residual material is to be removed adequately; fill dirt and/or other base material (if required) shall meet standards for intended use; new sod or seeding shall meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDEP.

2-7.8 HAUL-OUT OF REDUCED DEBRIS TO A COUNTY APPROVED FINAL DISPOSAL SITE

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to load and transport reduced eligible material such as ash, compacted C&D, or mulch existing at a County approved DMS(s) to a County approved Final Disposal Site in accordance with all federal, state, and local rules and regulations.

a. The Vendor(s) shall provide the name and address of each disposal facility to be used along with the name and the telephone number of a responsible party for each facility, prior to commencing the work.

b. The Vendor(s) shall not use any disposal facility without the written consent of the County Debris Manager. All costs and fees associated with the disposal of debris shall be reviewed for reasonableness by the County Debris Manager prior to issuing any such authorization.

c. The Vendor shall provide a sufficient number of debris site towers and/or certified scales meeting County specifications to provide for the efficient delivery of waste streams without excessive waiting times. The County shall make the sole determination of excessive wait times. To the extent that the County determines that additional towers and/or scales are required, additional towers must be operational within 48 hours of the County's request and certified scales must be operational within 5 business days of the County's request.

d. At the completion of disposal operations, each disposal facility will issue a written summary of the quantity, type, and origin of waste delivered.

e. The Vendor shall not receive any payment from the County for haul-out or load tickets related to reduced or unreduced debris transported and disposed of at a non-County approved Final Disposal Site.

2-7.9 REMOVAL OF HAZARDOUS TREES AND HANGERS

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to remove all eligible Hazardous Trees 6 inches or greater in diameter, measured 4.5 feet above ground level and eligible Hangers inches or larger in diameter, measured at the point of break. Debris generated from the removal of these eligible Hazardous Trees and eligible Hangers will be placed in the safest possible location on the County ROW and subsequently removed in accordance with the terms, conditions and procedure described in "ROW Vegetative Debris Removal" (Scope of Services, 2-7.2). Eligible hazardous leaning trees less than 6 inches in diameter, measured 4.5 feet from the base of the tree, will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for Scope of Services, 2-7.2. The County will not compensate the Vendor for cutting leaning trees less than 6 inches in diameter on a unit rate basis. The collection of all eligible hazardous leaning trees and eligible hazardous hanging limbs must be performed on the same day as the cut work. If there is insufficient room for safe placement along the County ROW, then Vendor must load the resulting debris of eligible hazardous leaning trees or eligible hazardous hanging limbs as they are removed.

a. Eligible Hazardous Trees will be identified by the County or its authorized representative for removal. Removal and placement of eligible Hazardous Trees 6 inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County

Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the Vendor, in writing, by the County Debris Manager. Refer to the definition of Hazardous Trees at 2-6(bb) for eligibility requirements.

b. Eligible hazardous Hangers will be identified by the County or its authorized representative for removal. Removal and placement of eligible hazardous hanging limbs 2 inches or greater in diameter measured at the point of break existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Vendor, in writing, by the County Debris Manager. Refer to the definition of Hangers at 2-6(z) for eligibility requirements.

2-7.10 REMOVAL OF HAZARDOUS STUMPS

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to remove all eligible Hazardous Stumps greater than 2 feet in diameter, measured 2 feet from the base of the tree, existing on the County ROW. The Vendor shall be responsible for backfilling any voids left in the ground by removed stumps within 24 hours of stump removal. Any voids not backfilled immediately following Hazardous Stump removal must have measures taken in order to protect public health and safety. Further, debris generated from the removal of Hazardous Stumps existing on the County ROW will be transported to a County approved DMS or a County approved Final Disposal Site in accordance with all federal, state, and local rules and regulations. Eligible Hazardous Stumps 2 feet or less in diameter measured 2 feet from the base of the tree will be considered normal eligible vegetative debris and removed in accordance with Scope of Services, 2-7.2. The diameter of eligible Hazardous Stumps less than 2 feet will be converted into a cubic yardage volume based on the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table) and removed under the terms and conditions Scope of Services, 2-7.2.

a. Eligible Hazardous Stumps will be identified by the County or its authorized representative for removal. Removal and transportation of eligible Hazardous Stumps existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Vendor, in writing, by the County Debris Manager. Refer to the definition of Hazardous Stump at 2-6(aa) for eligibility requirements.

b. Tree stumps that are not attached to the ground will be considered normal vegetative debris and are subject to removal under the terms and conditions of Scope of Services, Item 2-7.2. Stumps with less than fifty percent (50%) of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and conditions of Scope of Services, Item 2-7.2. The

cubic yard volume of unattached stumps will be based off of the diameter conversion using the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table).

c. Eligible Hazardous Stumps will be marked and uniquely numbered with green paint. Ineligible stumps will be marked with red paint.

d. The unit stump price shall be all inclusive to include but not limited to: stump extraction, stump cavity filling with compacted soils and installation of seed and/or sod, stump hauling, stump reduction, and disposal.

2-7.11 DOCUMENTATION REQUIREMENTS FOR HANGERS, HAZARDOUS TREES, AND HAZARDOUS STUMPS

The Vendor must provide all of the following documentation to support the eligibility of removing tree limbs, branches, stumps, or trees that are still in place:

a. Specifics of the immediate threat with the U.S. National Grid (USNG) location and photograph or video documentation that establishes the item is on public property;

b. Diameter of each item removed (measurement must be 2 feet up the trunk from the ground for stumps and 4.5 feet up for trees);

c. Quantity of material to fill root-ball holes; and

e. Equipment used to perform the work.

f. For Hazardous Stump, the Hazardous Stump Worksheet provided by the monitoring firm(s) will be completed in full for each stump, capturing the following information: (1) Names and signatures of parties present; (2) Physical location (street address, road cross streets, etc.); (3) stump number; (4) size of stump; (5) date.

2-7.12 ROW WHITE GOODS DEBRIS REMOVAL

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the collection of white goods from the ROW, removal of refrigerants, transportation to a County approved DMS, decontamination, and transportation to a County approved Solid Waste Management Facility (SWMF). White goods containing refrigerants must first have such refrigerants removed by the Vendor's qualified technicians prior to mechanical loading.

White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants or oils are not damaged.

White goods are banned from landfill disposal in the State of Florida, yet but are accepted for recycling.

a. The removal, transportation, and recycling of eligible white goods includes obtaining all necessary local, state, and federal handling permits and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies.

b. All white goods containing food items shall be decontaminated in accordance with local, state, and federal law prior to recycling.

c. The Vendor shall recycle all eligible white goods in accordance with all rules and regulations of local, State, and federal regulatory agencies.

d. Refrigerant containing items will have such refrigerants removed prior to mechanical loading or will be manually loaded and hauled to a St. Lucie County approved Solid Waste Management Facility and turned over to the facility to ensure that these gases are properly removed and stored. No white goods will be accepted that contain food or other waste.

2-7.13 HOUSEHOLD HAZARDOUS WASTE (HHW) REMOVAL, TRANSPORT, AND DISPOSAL

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal, transportation, and disposal of eligible HHW from the ROW to a permitted hazardous waste facility or municipal solid waste (MSW) type I landfill, as requested by the County.

The removal, transportation, and disposal of eligible HHW includes obtaining all necessary local, state, and federal handling permits, and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies.

All HHW shall be managed as hazardous waste and disposed of at a permitted hazardous waste facility or MSW type I landfill.

2-7.14 E-WASTE REMOVAL

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal, transportation, and proper disposal of eligible E-Waste from the ROW to a St. Lucie County approved SWMF. Eligible E-Waste includes, but is not limited to, televisions, computers, computer monitors, and microwaves in areas identified and approved

by the County. The Vendor shall recycle or dispose of all eligible E-Waste Items in accordance with all rules and regulations of local, state and federal regulatory agencies.

2-7.15 ABANDONED VEHICLE AND VESSEL REMOVAL

Services performed under this Contract element will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal and transport of eligible land based abandoned vehicles and vessels in areas identified and approved by the County. The removed eligible vehicles and vessels will be hauled to a County approved staging area and subsequently disposed of by the appropriate regulatory agency.

The removal, transportation and disposal of eligible abandoned vehicles and vessels includes obtaining all necessary local, state and federal handling permits, and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

2-7.16 DEAD ANIMAL CARCASSES

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal, transportation, and lawful disposal of dead animal carcasses from the ROW to a County approved Final Disposal Site. Vendor shall coordinate activities with the St. Lucie County Code Enforcement Services Division and the St. Lucie County Health Department.

2-7.17 OTHER DEBRIS REMOVAL WORK

Neither the Vendor nor any subcontractors hired by the Vendor shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The County reserves the right to require the Vendor to dismiss or remove from the project any workers as the County sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

2-7.18 PRE-EVENT COORDINATION MEETING

The successful Vendor(s) may be required, if requested by the County, to attend an annual pre-hurricane season kickoff meeting with the County and its debris monitoring firm(s) at no cost to the County.

2-7.19 DESCRIPTION OF DESIGNATED AREAS

a. The designated area for debris removal (the County right-of-way) is bounded by the County line and includes public property and Right-of-Ways (ROW), County parks and County debris staging areas within the unincorporated areas of the County and may include private segments within the jurisdictional boundaries of the County. The County Debris Manager may also authorize the Vendor to perform debris removal on non-County maintained roadways or other areas, as directed in writing by the County Debris Manager. If the Vendor is authorized to perform services on non-County maintained roadways or other areas that may not be eligible for reimbursement said load tickets, unit rate tickets, or haul-out tickets must be clearly marked "non-eligible". If tasked with debris removal on Federal Highway Administration (FHWA) Emergency Relief (ER) Program eligible roadways, the Vendor will be required to provide crews separate from those providing County ROW debris removal services. The crews designated to provide debris removal from FHWA-ER eligible roadways will only make one pass to collect debris from FHWA-ER eligible roadways. Further, the Vendor shall abide by all eligibility requirements and guidance set forth by the most current guidance from FHWA for debris removal on FHWA-ER Program eligible roadways. Effective October 1, 2012 FHWA-ER will no longer be responsible for debris removal from FHWA-ER road segments that are eligible under the FEMA Public Assistance Program.

b. The County Debris Manager will authorize and approve which services the Vendor shall provide from the scope of services and which zones/areas must be prioritized.

c. All debris identified by the County Debris Manager shall be removed. The number of complete passes the Vendor shall conduct through the County is at the discretion of the County Debris Manager. Partial removal of debris piles is strictly prohibited. The Vendor shall not move from one designated work area to another designated work area without prior approval from the County or its authorized representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Vendor shall not enter onto private property during the performance of this contract unless specifically authorized by the County Debris Manager in writing.

d. For first pass loose leaves and small debris in excess of two bushel baskets shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than twelve (12) inches in any dimension shall be left at the point of collection.

e. For subsequent and/or final pass loose leaves and small debris in excess of one-bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left at the point of collection.

f. Vendor shall deliver all disaster related debris to a County approved Debris Management Site (DMS) or County approved Final Disposal Site that has been approved to receive disaster-generated debris and adhere to all local, state, and federal regulations.

g. All Final Disposal Sites must be approved, in writing, by the County Debris Manager. The Vendor will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state, and federal safety and environmental standards. Vendor reduction, handling, disposal and remediation methods must be approved, in writing, by the County Debris Manager.

h. Payment for disposal costs such as tipping fees incurred by the Vendor at a County approved Final Disposal Site that meet local, state, and federal regulations for disposal will be reimbursed by the County as a pass through cost. Prior to reimbursement by the County, the Vendor must furnish an invoice in hard copy and electronic format matching scale/weigh tickets numbers with load ticket or haul-out ticket numbers and other applicable information. The Vendor will also be required to provide proof of Vendor payment to the County approved Final Disposal Site.

i. The Vendor shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state, and federal governments or agencies, or of any public utilities.

j. The County reserves the right to inspect the DMS, verify quantities, and review operations at any time.

2-7.20 DEBRIS MANAGEMENT SITES (DMS)

The County shall provide predetermined locations to support the event in which the contract is activated. The County shall provide the vendor with an updated list of those locations annually. Depending on the incident in which the contract is activated the County may provide the Vendor with a minimum of 2 DMS locations.
The Debris Management Sites are as follows:

Location	Acreage	Waste Type	GPS Entrance Location
Airport Commerce Park	145	Yard Trash, C&D, Mixed Debris	Lat. 27°29'53.69" Long. 80°23'53.97"
Indian River Estates	2	Yard Trash	Lat. 27°21'07.34" Long. 80°19'32.43"
Savannas Recreation Area	1.5	Yard Trash	Lat. 27°22'53.16" Long. 80°18'19.70"
SLC Fairgrounds	22	Yard Trash, C&D, Mixed Debris	Lat. 27°22'22.89" Long. 80°29'20.59"
Indrio Road Staging Site	200	Yard Trash, C&D, Mixed Debris	Lat. 27°31'14.49" Long. 80°22'19.53"

The County will assign specific DMS to specific Vendor(s) for their sole use. Designated DMS may be a portion of the overall DMS but shall remain the sole responsibility of the assigned Vendor. If additional DMS locations are needed for the operation, the County shall provide an approved list of alternate DMS locations. The list will include all necessary site information to allow the Vendor, with assistance from the County, to submit to FDEP for approval. If the County establishes any additional DMS, a copy of the agreement showing indemnification of the County for the use and proposed restoration plan of the additional sites, shall be provided to the County. In addition, the Vendor shall execute a hold harmless agreement for each additional established DMS that is not identified within the awarded contract. The hold harmless agreement must be approved by the County prior to execution.

Prior to the use of any DMS, analysis of both groundwater and soil will be required by the Vendor to establish pre-use conditions (post remediation site sampling may also be required of the Vendor). Groundwater and soil sampling/analysis must be conducted by an independent Geotechnical Engineer or Geologist and will be performed on behalf of the County at the expense of the Vendor(s). The results of such testing shall be sent directly from the professional to the County. The Vendor shall be required to provide the County with site photographs for each DMS. The photographs will include pre-use, operational, and post site remediation photographs to document site conditions.

The cost associated with preparing, operating, and site remediation of land used as DMS in the County is a cost borne by the Vendor and compensated based on the Vendor's bid for site management and reduction of debris.

The County may also establish designated Residential Convenience Centers (residential drop-off sites). If this should occur, the County may at its option request the Vendor to be responsible for removing all disaster related debris from those sites. Depending on the volume of debris at a Residential Convenience Center, the Vendor may be required to push material to make room for additional debris.

The Vendor's Operations Manager will assign a Foreman to the (each) DMS, who will be responsible for the management of all operations of the site, including traffic control, dumping operations, segregation of debris, grinding, fire protection, and safety. The DMS Foreman will be responsible for monitoring and documenting equipment and labor time and providing the daily operational report to the Vendor's Operation Manager, who will in turn provide this information to the County's Debris Monitoring Consultant. These daily reports must meet the requirements of FEMA, FHWA, or Other Federal Agencies, and other reimbursement and regulatory governmental agencies.

The Vendor will be responsible for returning all utilized DMS to their original condition prior to site use. DMS remediation will include, but is not limited to, returning the original site grade, fill dirt, base material, sod, and other physical features. DMS site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDEP. All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use.

2-8 TECHNICAL SPECIFICATIONS

2-8.1 TERMINATION FOR CONVENIENCE

The County reserves the right to terminate the contract with the Vendor(s) at any time and for any reason. This shall supersede the general provisions.

2-8.2 NOTICE TO PROCEED

The County will issue an official Notice to Proceed for the services referenced in this RFP and resulting contract. The Notice to Proceed shall be sent via facsimile or email and followed by regular mail. Under no circumstances shall the County be liable for any services rendered unless the written Notice to Proceed has been sent and received by the Vendors(s). The Vendor(s) must acknowledge receipt of the written Notice to Proceed.

2-8.3 CHANGES IN SCOPE OF WORK

The County Administrator or his designee may request changes in the scope of work to be performed. Such changes, including increase or decrease in compensation must be mutually agreed upon and incorporated by written amendment to the agreement.

2-8.4 SAFETY

The Vendor(s) shall be solely responsible for maintaining safety at all work sites including DMS(s) and debris collection sites. The Vendor(s) shall take all reasonable steps to ensure safety for both workers and visitors to DMS(s) and debris collection sites. Safety at DMS(s) and debris collection sites includes traffic control such as traffic cones and flag personnel. The Vendor(s) will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract.

2-8.5 ON-SITE PROJECT MANAGER

The Vendor(s) shall provide an on-site project manager to the County. The project manager shall provide a telephone number to the County with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the County Debris Manager and/or County authorized representatives Daily meeting topics will include, but are not limited to, volume of debris collected, completion progress, County coordination, and damage repairs. Frequency of meetings may be adjusted by the County Debris Manager. The Vendor(s)' project manager must be available 24 hours a day, or as required by the County Debris Manager.

2-8.6 SUPERINTENDENT SHALL BE SUPPLIED BY THE VENDOR

The Vendor shall employ a competent superintendent who shall be in attendance at all times at the project site during the progress of the work. The term "competent" includes an ability to be able to clearly communicate, orally and in writing, in English. The superintendent shall be the primary representative under this contract for the vendor. All authorized communications given to the superintendent by the County, and all contract-related decisions made by the superintendent, shall be binding to the Vendor. The superintendent shall be considered to be, at all times, an employee of the Vendor under its sole direction and not an employee or agent of the County.

2-8.7 EQUIPMENT

a. All trucks and other equipment must be in compliance with all applicable local, state, and federal rules and regulations. Any truck used to haul debris must be capable of rapidly unloading its contents without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.

b. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2 inch by 6 inch boards or greater and not to extend more than 2 feet above the metal bedsides. Trucks or equipment certified with sideboards must maintain such sideboards and keep them in good repair. In order to ensure compliance, equipment will be inspected by the County's authorized representatives prior to its use by the Vendor(s). The County or its authorized representative may also perform periodic re-inspection of vehicles to verify the certified capacity.

c. Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place so as to prevent them from falling off. Measures must be taken to avoid the debris blowing out of the hauling vehicle during transport to a County approved DMS or a County approved Final Disposal Site. If falling debris from hauling vehicles presents an issue the County reserves the right to require the contractor to "tarp" or cover debris when hauling.

d. Trucks or equipment designated for use under this contract shall not be used for any other work. The Vendor(s) shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Vendor(s) mix debris hauled for others with debris hauled under this contract. Failure to abide may result in a suspension of the violating truck, crew, or sub-contractor.

e. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the County Debris Manager.

f. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the County Debris Manager, following the event. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.

2-8.8 TRAFFIC CONTROL

The Vendor(s) shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Vendor(s) is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites. The Vendor(s) shall provide sufficient signing, flagging, and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state, and federal

laws, regulations, and ordinances governing personnel, equipment, and work place safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Vendor(s). No further work shall take place until the deficiency is corrected. Neither the County Debris Manager nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected. The expense incurred by the Vendor for traffic control is an overhead expense contemplated as part of the Vendor's compensation under the terms and conditions of scope of services.

Traffic control will conform to FDOT's most current editions of "Roadway and Traffic Design Standards" for Design, Construction, and Maintained Systems and the Federal Highway Administration (FHWA) "Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways." These documents can be ordered from F.D.O.T, Maps and Publications Department, 605 Suwannee Street, Tallahassee, Florida, 32399-0450, Phone (904) 488-9220. The foregoing requirements are to be considered as minimum and the Vendor's compliance shall in no way relieve the Vendor of final responsibility for providing adequate traffic control devices for the protection of the public and Vendor's employees throughout the work area.

2-8.9 RAPID RESPONSE CREW

Vendor(s) shall be required to provide the County with access to one or more Rapid Response Crews (RRC) as directed by the County. The purpose of the RRC is to respond immediately to disaster related debris piles as directed by the County Debris Manager or the County's authorized representative. The RRC assists in the overall cleanup effort by responding to and collecting disaster related debris which the County deems a priority for overall County recovery.

2-8.10 HAZARDOUS MATERIALS AND HOUSEHOLD HAZARDOUS WASTE

The Vendors(s) shall set aside and reasonably protect any hazardous materials encountered during debris removal operations for collection and disposal by the County's Hazardous Materials Removal and Disposal contractor(s). The Vendor(s) shall notify the County's monitoring firm(s) of the nature and location of any such debris encountered.

The Vendor(s) and personnel must make every reasonable effort to avoid transporting hazardous materials to the DMS(s) or final disposal sites that are not specifically authorized to accept such materials. Should these materials be inadvertently transported to the aforementioned locations, the Vendor(s) shall be responsible for proper handling and storage of any hazardous materials brought by his/her workforce. The Vendor(s) shall provide a suitable area at each DMS to accommodate all hazardous materials inadvertently brought to the site.

The County or County's Hazardous Materials Removal and Disposal contractor will provide for routine service to collect and dispose of any materials inadvertently delivered to the DMS during removal operations.

2-8.11 WORK HOURS

The Vendor(s) shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed 7 days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the County and the Vendor(s). Unless otherwise directed, the Vendor must be capable of conducting volumetric reduction operations at DMS locations on a 24 hour, 7 days a week basis. No work will be performed on recognized County holidays without prior approval of the County Debris Manager.

2-8.12 TIME OF COMPLETION

The services shall commence upon written notice to proceed from the County manager or his designee, and the project shall be completed in accordance with the project schedule.

2-8.13 LIQUIDATED DAMAGES

Should the Vendor fail to complete requirements set forth in this scope of work, the County will suffer damage. The amount of damage suffered by the County is difficult, if not impossible to determine at this time. Therefore, the Vendor shall pay the County, as liquidated damages, the following:

a. The Vendor shall pay the County, as liquidated damages, $1,000.00 per calendar day of delay to mobilize in the County with the resources required to begin debris removal operations, within 72 hours of being issued Notice to Proceed.

b. The Vendor shall pay the County, as liquidated damages, $500.00 per load of disaster debris collected in the County that is not disposed of at a County approved DMS or County approved Final Disposal Site and/or any associated fines levied by a third party. Application of liquidated damaged does not release the Vendor of all liability associated with hauling and depositing material to an unauthorized location.

c. The Vendor shall pay the County, as liquidated damages, $500.00 per incident where the Vendor fails to repair damages that are caused by the Vendor or subcontractor(s). Application of liquidated damages does not release the Vendor from the responsibility of resolving or repairing damages.

The amounts specified above are mutually agreed upon as reasonable and proper amount of damage the County should suffer by failure of the Vendor to complete requirements set forth in the scope of work.

2-8.14 DAMAGES

All items damaged as a result of Vendor(s) or subcontractor operations, such as but not limited to, sidewalks, curbs, pipes, drains, water mains, pavement, mail boxes, and turf shall be either

repaired or replaced by the Vendor, at their expense, in a manner prescribed by and at the sole satisfaction of the County Debris Manager. Any invoices submitted to the County such as but not limited to, from utility companies, or landowners, which are determined to be the result of damage done by the Vendor, shall be the responsibility of the Vendor. Repairs, or receipt of repairs, shall be completed and submitted to the County prior to submission of the Vendor's invoice for work accomplished. If the Vendor(s) fails to repair any damaged property, the County may have the work performed and charge the Vendor(s).

The Vendor(s) shall be responsible for filling to grade with like material all surface damage, such as rutting and cracks, caused by the Vendor(s)'s equipment during debris removal. The Vendor(s) shall repair all damage to existing grade, road shoulders, trees, shrubs, and grassed areas caused by the Vendor(s)'s equipment or personnel at no additional cost to the County. If the Vendor does damage to a County sign or other property owned by the County, it shall be the responsibility of the Vendor(s) to repair the item back to the original condition. If the repair is not in accordance with County standards, the County shall repair the items and deduct the associated cost from the amount due the Vendor. The Vendor(s) shall preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the area of work.

Complaints will be addressed within 48 hours and a written report submitted to the County Debris Manager outlining actions taken to correct the complaint. The Vendor shall notify the County immediately of any complaints given directly to the Vendor.

Upon written notice from the Vendor that the damage correction work is complete, the County will make a final inspection with the Vendor and will notify the Vendor in writing of any deficiencies in the project. The Vendor will correct all deficiencies before final acceptance and payment is made. If a second re-inspection is required, the County will assess an $80.00r fee to the Vendor. The $80.00 fee will be assessed for every re-inspection after the first re-inspection. The fee is assessed to offset the additional County labor costs and vehicle usage required for unnecessary inspections and the fee will be deducted from the final invoice for that release order.

No retention will be released to the Vendor(s) prior to a satisfactory damage resolution log being completed addressing all complaints and issues. Should the value of retention exceed the amount of possible outstanding damage claims, the Vendor(s) may petition the County in writing for a partial retainage release.

2-8.15 EXISTING UTILITIES

a. Some trees and debris that are to be removed under the awarded contract may be blocked or entangled with overhead power, telephone, and television cables. In this case, it shall be Vendor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e. water and sewer). The Vendor(s) shall pay all such costs to the utility company for any adjustments.

b. The Vendor(s) shall be responsible for all costs incurred to repair damaged utilities that are

caused by the Vendor, as determined by the affected utility company. Payment for repairs to all municipal and privately owned utilities shall be the responsibility of the Vendor(s).

2-8.16 DEBRIS SITE TOWER SPECIFICATIONS

a. The Vendor(s) shall provide as many towers as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of dumping operations. If ingress and egress of a DMS is of significant distance that the County or its authorized representative are unable to verify the entering and exiting trucks, then the Vendor(s) may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of 10 feet from surrounding grade to finish floor level, have a minimum 8 feet by 8 feet of usable floor area, be covered by a roof with 2 feet overhangs on all sides and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up 4 feet on all 4 sides. The expense incurred by the Vendor for the construction of towers is an overhead expense contemplated as part of the Vendor's compensation under the terms and conditions of Scope of Services.

b. Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the County Debris Manager due to unsuitable conditions at the tower.

2-8.17 FACILITIES AT DMS LOCATIONS

The Vendor(s) shall provide as many ADA compliant portable toilets as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of dumping operations. The toilet shall be provided prior to start of any dumping operations and kept in a sanitary condition by the Vendor(s) throughout the duration of dumping operations. The expense incurred by the Vendor(s) for the operation of portable toilets is an overhead expense contemplated as part of the Vendor's compensation under the terms and conditions of Scope of Services.

2-8.18 OWNERSHIP OF DEBRIS

All debris residing in the County ROW and County provided DMS(s) shall be the property of the County until final disposal at a properly permitted disposal site. The Vendor(s) shall be responsible for removal of debris up to the point where debris can only be described as light litter and additional collection can be facilitated only by sweeping and raking. In addition to debris stored on the right-of-way as the result of road clearing, the County will direct residents to place debris in segregated piles along the right-of-way, separated as to the waste category. There may be the need to perform some curbside separation of the different materials. Different waste materials will be collected in separate vehicles and may require disposal at different locations, which will be approved by the County. Any items requiring disposal at special facilities shall be required to be monitored for the collection, complete haul, and delivery at the approved special location with the monitor obtaining an original copy of the disposal ticket showing inbound and outbound collection vehicle weights.

All bagged and bundled waste and debris smaller than 2 inches in diameter and shorter than 2 feet in length are outside the scope of this contract unless specifically directed by the County. Collection of Municipal Solid Waste (MSW) is outside the scope of this contract.

2-8.19 ENVIRONMENTAL PROTECTION

a. It is recognized that construction and demolition debris might contain small amounts of asbestos, lead-based paints, treated wood, or similar materials. The Florida Department of Environmental Protection (FDEP) will issue an Emergency Final Order for the classification and disposition of all disaster related wastes. Based on the mandates of this State agency and other applicable state and federal reimbursement agencies, the determination of the character and disposal of waste streams will be decided. The Vendor(s) shall receive a copy of this letter and together with the Monitoring Firm and County; a final disposal plan will be established.

b. Any and all fluids or chemicals (work-related materials such as oil-dri, absorbents, etc.) used by the Vendor(s) must be used and disposed of in accordance with all rules and regulations of local, state, and federal regulatory agencies.

c. Vendor(s) and subcontractors shall not perform maintenance on over-the-road equipment at DMS(s). Maintenance of equipment that typically remain at the DMS (e.g., track hoes, front end loaders, grinders, etc.) may be conducted at the DMS provided best management practices are followed and all wastes are managed and disposed of in accordance with all rules and regulations of local, state, and federal regulatory agencies.

d. The Vendor(s) shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the County Debris Manager. The Vendor(s) shall comply in a timely manner with all directions of the County Debris Manager regarding the use of a water truck or other approved dust abatement measures.

e. The Vendor(s) shall comply with all laws, rules, regulations, and ordinances regarding environmental protection.

f. The Vendor(s) shall immediately report and document all incidents to the County Debris Manager or the authorized representative that affect the environmental quality of DMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills, or fuel leaks.

g. The Vendor must notify the County regarding any fluid or chemical spillage so that the County or its authorized representative can review and approve of the cleanup.

2-8.20 DOCUMENTATION AND MEASUREMENT

a. Vendor is responsible for ensuring that all labor and equipment used for Emergency Debris Clearance activities is certified and that logs are kept for starting days/times, ending

days/times, and zones, areas, and streets worked.

b. All trucks used for collection and hauling of eligible debris from the County ROW to County approved DMS(s) or County approved Final Disposal Sites shall be measured (inside bed measurements) and certified for cubic yard volume by the County or County-authorized representative. The Vendor shall provide a representative to attest to the certification/measuring process. It is the Vendor's responsibility to verify the accuracy of truck certifications within 48 hours of truck certification (and notify the County of any discrepancies). Placards will be attached to both sides of each certified truck and shall clearly state the truck measurement in cubic yards, Vendor name, assigned truck number, and other pertinent information, as determined by the County Debris Manager. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a new placard by a County authorized representative each time it returns to work from other contracts or communities.

c. The Vendor(s) is responsible for ensuring that all subcontractors maintain valid driver's licenses and equipment legally fit for travel on the road.

d. Load tickets will be provided by the County or its authorized representative for recording volumes of debris removal. Unit rate tickets will be provided by the County or its authorized representative for documenting unit rate services, such as Hangers or Hazardous Tree removal. Only tickets designated and approved by the County will be authorized for use. Tickets must be completed in a clear and legible manner. Tickets that require Vendor signature will have the signature as well as name printed in a legible manner. Illegible Load & Unit Rate tickets will not be paid.

- Each ticket shall be of a type that consists of one original and five copies.

- Each ticket shall be used to document the location the disaster related debris was collected (i.e., street address) and the amount picked up; hauled, reduced and disposed of. Vendor(s) are responsible for ensuring all load and unit rate tickets capture location debris or work was completed, collection/disposal date, disposal location, percentage load call or measurement (either tons or percentage load call), and County authorized representative name and signature. No payment will be made by the County for incomplete and/or illegible load or unit rate tickets submitted for payment.

- Load tickets will be issued by an authorized representative of the County at the collection site. The County authorized representative will complete the applicable portion of the load ticket, and provide all five copies to the vehicle operator. Upon arrival at the DMS or County approved Final Disposal Site, the vehicle operator will present the five copies of the load ticket to the County authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the County authorized representative present at the DMS or County approved Final Disposal Site. The County authorized representative will validate, enter the estimated debris quantity and sign the load ticket. The County will keep the original copy, 2 copies

will be given back to the vehicle operator and the remaining 2 copies will be provided to the Vendor.

- Loads of processed (e.g., chipped) debris being hauled from a DMS to a County approved Final Disposal Site will follow the same load ticket procedures. A County authorized representative will initiate the load ticket at the DMS. Another County authorized representative will validate and sign the ticket at the County approved Final Disposal Site.

- The Vendor(s) shall give written notice of the location for work scheduled 24 hours in advance.

e. Scope of service items that have rates based on one-way haul mileage shall have such mileage based on "as the crow flies" distance. The radius distance from each DMS or final disposal site to the last loading location written on the load or haul-out ticket will be used to determine the mileage rate category. The County shall determine the mileage calculation method that is ultimately used. One-way mileage rates apply to the following sections within the statement of work:

- Section 2-7.2 – ROW Vegetative Debris Removal

- Section 2-7.3 – ROW C&D Debris Removal

- Section 2-7.4 – Demolition, Removal, Transport and Disposal of Non-RACM Structures

- Section 2-7.5 – Demolition, Removal, Transport and Disposal of RACM Structures

- Section 2-7.8 – Haul-out of Reduced Debris to a County Approved Final Disposal Site

2-8.21 PAYMENT

a. The County, or its authorized representative, will monitor, verify, and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Vendor(s) will be provided with copies of this documentation. These documents will be used by the Vendor as backup data for invoice submittals. Work not ticketed or not authorized by the County will not be approved for payment. Additionally, any ticket submitted for payment must be legible and properly completed. Tickets missing loading address, truck number, certified capacity, collection monitor signature, disposal site, load call, or disposal monitor signature will not be paid, nor will the County be responsible for unpaid incomplete tickets.

b. If tasked with private property and FHWA-ER funded roadway debris removal operations, these will be invoiced separately from ROW collection removal operations. The County reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, white goods, or other scope of service items), program (ROW collection, private property debris removal, etc.), or both.

c. Invoices shall be submitted to the County's authorized representative on a bi-weekly basis unless otherwise direct by the County. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the County. Invoice detail submittals will be checked against County records. County records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the County authorized representative to the County for payment.

d. A 10% retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the Vendor(s) must successfully complete, and receive a letter of completion from the County, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the County to repair damages caused by the Vendor(s) to public or private property.

e. No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.

f. The Vendor is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Vendor shall execute release waivers with all subcontractors to release the County from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the County prior to final retainage release.

g. Payment for disposal cost incurred by the Vendor(s) at County approved Final Disposal Sites will be made at the cost incurred by the Vendor. The County will either coordinate payment of disposal costs directly with the Final Disposal Site or require the Vendor to pay the disposal fees and then invoice the County. The Vendor(s) shall submit a copy of all invoice(s) received by the County approved Final Disposal Site, an electronic copy tabulating all scale or load tickets issued by the County approved Final Disposal Site, and proof of Vendor payment to the County approved Final Disposal Site. The County will not render payment for disposal costs until the Vendor submits applicable disposal site permits or site information for each authorized Final Disposal Site.

h. Vendor(s) must submit a final invoice within 30 days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the County Debris Manager. The final invoice must be marked "FINAL INVOICE" and no additional payments will be made after the Vendor's final invoice.

i. In the event any portion of this scope of work is to be funded by State or Federal funds, the Vendor will comply with all requirements of the state or federal government applicable to the use of the funds.

j. The Vendor will retain all records pertaining to the services and the contract for these services and make them available to the County for a period of 7 years following receipt of final payment for the services referenced herein. In the event litigation ensues or the County

challenges a decision by FEMA to disallow or de-obligate costs incurred under the contract, then Vendor shall retain all records hereunder for a period of 7 years after conclusion of the litigation or FEMA dispute, including any and all appeals.

k. Payment shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, and Florida Statues.

2-8.22 FHWA-ER PROGRAM CONTRACT REQUIREMENTS

The County intends to seek reimbursement from FHWA for the eligible debris removal performed on federal aid roads. Consequently, the County mandates compliance from the successful Vendor regarding the following:

a. FHWA Form 1273, titled Standard Federal-aid Provisions. FHWA Form 1273 will be included in the final contract.

b. Buy America Requirements

c. 49 CFR Part 26, Disadvantage Business Enterprise Program

d. American with Disabilities Act of 1990 (ADA)

e. Convict Labor Prohibition

FHWA-ER Program contract requirements are subject to any changes provided by FHWA during the term of the contract. Based on the current guidance, FHWA will only reimburse the County for the initial collection, hauling and tipping fee, if applicable, of eligible debris. Debris reduction operations are not eligible for reimbursement unless the debris is being reduced as part of a rolling pickup operation. As a result, the FHWA-ER eligible debris that is collected during the first pass shall be hauled to the nearest Final Disposal Site unless otherwise directed by the County.

2-8.23 FINAL PROJECT CLOSE OUT

Upon final inspection of the project by the County, the Vendor(s) shall submit a detailed description of all debris management activities, to include the total volume, by type of debris hauled and/or disposed.

Services not specifically identified in any contract derived from this RFP may be added to the contract upon mutual consent of the contracting parties.

2-8.24 DISTRIBUTION OF WORK

The County reserves the right to activate more than one contractor to provide the debris services outlined in this RFP. The County may also revise the distribution of services provided or work areas (such as zones) at any time during the activation of a contract developed though this RFP.

2-8.25 COUNTY'S DEBRIS MONITORING CONSULTANT

Vendor shall be in contact and comply with the County's contracted consultant and representative for the monitoring of debris collection and removal services. The County's contracted consultant and representative shall be a separate contractor, from this solicitation and its award, who will be exclusively contracted for monitoring services. The monitoring consultant shall certify all of the vendor's loads and the safety of the vehicles in which the debris is being removed.

2-9 SUBCONTRACTORS

The County prefers that the Contractor provide all services needed to comply with the RFP. Should a Sub-Contractor be needed, the Primary Contractor will be the sole point of contact and have sole responsibility for all issues. It is the responsibility of the Primary Contractor to ensure that Sub-Contractors needed to be used during the collection and disposal of disaster debris shall comply with the scope of work initiated to support this project.

If the Contractor intends to subcontract any portion of the work covered by this Contract, the Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

2-10 CONTRACT TERMS

The selected Vendor is to provide items and services listed at firm fixed rates on an as needed basis for an initial period of 1 year, renewable for three additional 1 year periods. Both the County and the vendor must mutually agree upon renewals in writing. Rates quoted will be for the first year and will not be changed based on the guidelines outlined in this solicitation.

The awarded contract will contain the required provisions at 2 C.F.R. § 200.326, Appendix II to 2

C.F.R. Part 200, and FEMA guidance, as applicable.

Part III: INSTRUCTION FOR THE PREPARATION OF PROPOSALS AND RESPONSE REQUIREMENTS

The Proposer(s) warrants its response to this Request for Proposals (RFP) to be fully disclosed and correct. The firm must submit a Proposal complying with this RFP, and the information, documents and material submitted in the Proposal must be complete and accurate in all material aspects. All Proposals must contain direct responses to the following questions or requests for information and be organized so that specific questions being responded to are readily identifiable and in the same sequence as outlined below.

Proposers are advised to carefully follow the instructions listed below in order to be considered fully responsive to this RFP. Proposers are further advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Proposer. Failure to provide requested information may result in disqualification of response.

The Proposal shall cover in as much detail as possible the requirements of the solicitation, subject to modification and enhancements as a result of information gained during the consultant selection process.

The Proposal must be submitted on 8½"x11" paper, numbered, typewritten, with headings, sections, and sub-sections identified appropriately. The Proposal shall be clear and concise and provide the information requested herein. Statements submitted without the required information will not be considered. Proposals shall be organized and sections tabbed. The Proposer should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each Proposer must submit adequate documentation to certify the Proposer's compliance with the County's requirements. Proposers should focus specifically on the information requested. Additional information, unless specifically relevant, may distract rather than add to the Proposer's overall evaluation.

The following information, at a minimum, shall be included in the Proposal:

A. COVER PAGE

Statement of Qualifications Introductory letter: This letter's no more than two pages will summarize in a brief and concise manner the proposer's understanding of the RFP, the County's objective, the proposer's acceptance of conditions and any exceptions to the general terms and conditions of the RFP and to insurance requirements and any other requirements listed in the RFP. The letter should name all of the persons authorized to make presentations for the Offeror, including the titles, addresses, and telephone numbers. The Letter shall be signed by a representative who is authorized to contractually bind the Contractor. If proposal is signed by

someone other than President, Vice President, Treasurer, a copy of your Corporate By-Laws, or a letter signed by a corporate officer must be included.

B. TABBED SECTIONS

TAB 1 REQUIRED FORMS

The following forms are required with Proposer's submittal. Proposals not including the following forms will be rejected and considered non-responsive. Forms can be downloaded in the Required Submittal Packet attached to the solicitation documents.

- Form #1 Proposer Information and Authorized Signature
- Form #2 Non-Collusion Affidavit
- Form #3 Corporate Resolution
- Form #4 Confirmation of Drug-Free Workplace
- Form #5 Public Entity Crime Affidavit
- Form #6 Hold Harmless and Indemnity Agreement
- Form #7 Certification Regarding Debarment & Suspension
- Form #8 Anti-Lobbying Certification
- Form #9 Price Schedules 1 (Hourly) and 2 (Unit Rate)
- Addenda Any and all issued addenda regarding this solicitation, signed and dated, if applicable

TAB 2 EXECUTIVE SUMMARY

This section shall include a summary of your organization, including its history. Indicate the number of years Proposer has had in providing these services. Provide any additional information which will present evaluators with insight about the qualifications, fitness, and abilities of Proposer. This section shall also include a list of all judgments from lawsuits in the last 3 years and current pending lawsuits that are concerned directly with the staff or part of your organization proposed for the contract. Please include a current copy of your State of Florida Corporate Registration. If a Proposer is a corporation, it must be certified with the Florida Secretary of State and have a corporate status in good standing, and in the case of out-of-state corporation, they must present evidence of authority to do business in the State of Florida.

TAB 3 PROPOSER EXPERIENCE AND QUALIFICATIONS

List the names and titles of principals, management, trainers, staff, and personnel who will be assigned to this contract. Include resumes or summary of experience of these persons as an Appendix to the Proposal. The Proposer shall also provide information on services provided in past emergency incidents with other governments, cities of similar size, businesses, corporations, or other entities within the last ten (10) years to demonstrate how its experience makes it qualified for this project. Please include the names of the entities, the length and the magnitude of the incidents that occurred within your Proposal.

TAB 4 REFERENCES

Provide at least 5 references which the Proposer has provided the same or similar services for the same type during the past 10 years and who can attest to the Proposer's ability to perform at or above the current level of expectations set within the scope of work.

Each reference shall include, at a minimum:

- Name and full address of reference organization;
- Name of Contact person for contract;
- Telephone number(s);
- Date of initiation of contract with reference; and
- Brief summary of services provided.

TAB 5 EXISTING CONTRACTUAL OBLIGATIONS

The Respondent shall provide information on any established or currently ongoing contracts with other Governments, cities of similar size, businesses, corporations or other entities. Please include the names of the entities, the lengths of the contract and their expiration dates.

TAB 6 METHODOLOGY, TECHNICAL PLAN, AND APPROACH

Proposer shall describe the methodology, technical plan, and approach they will take to accomplish the work described herein and provide the solution that best suits the County's needs. The Proposer shall provide an overview of how they will work with the County to provide the solution proposed and required services. This refers to the exact type and nature of the Proposer's proposed services and how they accomplish the objectives and needs of the County, as well as the ability to comply with the County's needs for a service provider that is experienced, educated, knowledgeable, and capable of complying and adhering with Federal reimbursement programs. The proposer shall establish a clear demonstration and understanding of the work to be performed with a complete and reasonable plan/proposal for accomplishing the tasks. This shall include the

technical plan being proposed, the equipment being used, the number of personnel being used, and justification for the total time frame to complete the scope of work. Information shall include, but not be limited to the following:

a. Provide and describe a general description of the type of solution and all available processes within the solution proposed.

b. Explain the approach plan to support the needs and objectives of the Scope of Services established within this RFP.

c. Illustrate and describe the ability to provide a quick and rapid response to an incident; including the actual time to respond and provide a fully implemented and operational system prior to an incident or on an emergency on call basis.

d. Illustrate and describe the ability to provide project management and administrative resources.

e. Illustrate and describe the ability to provide collection and disposal of debris and the parameters within that service at all locations.

f. Provide and describe a staffing plan.

g. Illustrate and describe abilities to provide any other related or additional services applicable or related to this type of service.

TAB 7 COST PROPOSAL

This section shall be submitted by utilizing the Cost Proposal form (Form # 11) in the Required Forms Packet. No additional forms will be accepted or submittals that state "see attached". It is the Proposer's responsibility to provide a full disclosure of the pricing requested and all costs associated with a fully implemented and developed solution within this tab.

Schedule 1 shall include hourly rates and the grand total for the following 3 categories. These are identified as:

1. Equipment types w/ operator
2. Labor
3. Crew

Schedule 2 shall include unit rates and the grand total for the following 15 categories. These are identified as:

1. Vegetative Debris Removal (based on section 2-7.2)

2. C&D Debris Removal (based on section 2-7.3)

3. Demolition, Removal, Transport and Disposal of Non-RACM Structures (based on section 2-7.4)

4. Demolition, Removal, Transport and Disposal of RACM Structures (based on section 2-7.5)

5. DMS Operation and Reduction Through Grinding (based on section 2-7.6)

6. DMS Management and Reduction by Air Curtain Incineration (based on section 2-7.7)

7. Haul-Out of Reduced Debris to a County Approved Final Disposal Site (based on section 2-7.8)

8. Removal of Hazardous Trees and Hangers (based on section 2-7.9)

9. Removal of Hazardous Stumps (based on section 2-7.10)

10. ROW White Goods Debris Removal (based on section 2-7.12)

11. Household Hazardous Waste Removal, Transport and Disposal (based on section 2-7.13)

12. E-Waste Removal (based on section 2-7.14)

13. Abandoned Vehicle Removal (based on section 2-7.15)

14. Abandoned Vessel Removal (based on section 2-7.15)

15. Dead Animal Carcasses (based on section 2-7.16)

All fees submitted shall be associated with the fully operational solution during an emergency scenario. Pricing shall include materials, labor, set up fees, training fees, start-up fees, mobilization, demobilization, travel related expenses, meal allowances, hotel rooms, and any charges or other relevant out of pocket expenses associated with the services required within this solicitation. Pricing not within the requested schedules shall be the responsibility of the Proposer to provide these services or purchase these materials.

PART IV: SELECTION CRITERIA AND EVALUATION METHOD

4-1 GENERAL

The County shall be the sole judge of its own best interests, the proposal, and the resulting negotiated agreement. The County reserves the right to investigate the financial capability, reputation, integrity, skill, business experience, and quality of performance under similar operations of each Proposer, including stockholders and principals before making an award. Awards, if any, will be based on both an objective and subjective comparison of Proposals and Proposers. The County's decisions will be final.

The County shall evaluate the merit of the proposal based on the best value criteria listed herein. The sole objective of this evaluation is to select the vendor whose proposal is most responsive and the best value to the County's needs for a contractor to perform Emergency Debris Collection and Removal Services.

The County reserves the right to request additional information or to meet with vendors to discuss points in the Proposal before and after submission, any and all of which may be used in forming a recommendation. This is to include demonstrations of vendor's solutions.

The County reserves the right to reject any and all proposals that fail to meet the requirements of this RFP or which the County determines will not meet its needs. The County may reject the proposal of a vendor who is not, in the opinion of the County, in a position to satisfactorily perform the contract. The County reserves the right to reject any proposal if the evidence submitted by, or investigation of, such vendor fails to satisfy that such vendor is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

The County reserves the right to accept or reject in part or in whole any proposal submitted, and to waive any technicalities or informalities for the best interest of the County. The County reserves the right to award based upon individual line items, sections, or total proposal. The County may also accept or reject any of the alternates that may be set forth in a proposal.

4-2 MINIMUM QUALIFICATIONS AND EXPERIENCE

The County is seeking proposals from vendors who are have past, proven, and positive experiences in projects of similar and same size of scope of work. Proposals shall be accepted from vendors who meet the following minimum criteria, evaluated on a pass/fail basis. The Proposer shall:

- Have at least 5 years' experience in providing services for emergency debris collection and disposal services in an emergency scenario or environment.
- Be licensed to conduct business in the State of Florida.
- Provide a copy of the its audited financial statements for the previous two years and proof of its credit rating.
- Provide an organizational chart showing its ownership structure and resumes of experienced key personnel.

Proposals that do not meet these minimum qualifications will be rejected without the further evaluation outlined in Section 4-3.

4-3 EVALUATION METHOD AND SCORING CRITERIA

A Selection Committee will be appointed by the County Administrator and will be responsible for reviewing and evaluating Proposals, selecting the firm(s) that provides the best value to the County, and then negotiating a contract. The Proposers with the highest-ranked submittals may

be asked to make a detailed presentation of their product / service to the Selection Committee.

All Proposers are advised that in the event of receipt of an adequate number of Proposals which in the opinion of the Evaluation committee require no clarification and/or supplementary information, such Proposals may be evaluated without discussion. Hence, proposals should be initially submitted on the most complete and favorable terms which Proposers are capable of offering to the County.

In general, the County wishes to avoid the expense to the County and to proposers of unnecessary presentations. Therefore, the County shall make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) may request the Purchasing Manager to schedule the top ranked firm(s) for presentations or interviews.

The County may choose to conduct oral interviews with, or receive oral presentations from, one or more of the proposers. If the County chooses to allow oral interviews and/or presentations, such interviews or oral presentations will be open to the public. If oral presentations or interviews are held, the following guidelines will be used.

The Purchasing Manager shall establish the schedule and Proposers will be notified at least 7 calendar days in advance of the date, time and place of the presentations. The specific format of each presentation will be provided to Proposers with the notifications. The County shall allot equal time for each Proposer divided into three sequential parts: formal presentations, questions/answers, and discussion. Oral presentations will provide an opportunity for the Proposers to demonstrate their ability to use time efficiently, effectively, and economically. The times allotted are maximums and no firm will be penalized for using less than the allotted time.

After presentations, firms will be assigned a final score, with the highest ranked firm moving forward to the negotiation phase. The Selection Committee shall rank all complete written proposals and/or formal oral presentations/interviews in order of preference (scoring) and submit this final ranking as its final recommendation. No work for this project shall proceed without written authorization from the County.

The County reserves the right to enter into contract negotiations with the selected Proposer. If the County and the selected Proposer cannot negotiate a successful contract, the County may terminate such negotiations and begin negotiations with the next selected Proposer. No Proposer shall have any rights against the County arising from such negotiations.

Proposal packages will be reviewed and evaluated in accordance with the following criteria and weighting factors:

4-3.1 COMPLIANCE WITH REQUEST FOR PROPOSALS / TAB 1 (0 - 10 POINTS)

This refers to the adherence by the Proposer and the submittal of all required forms, samples and requests within the proposal and all conditions and requirements of this RFP.

4-3.2 RESPONDENTS EXPERIENCE, QUALIFICATIONS, EXISTING CONTRACTS, AND REFERENCES / TABS 2, 3, 4, AND 5 (0 - 30 POINTS)

Offeror's capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, and reliability which will assure good faith performance, as well as satisfactory reference verification. This criteria includes:

a. The experience of the firm and its record on engagements of a similar nature, including the ability to serve in a similar capacity for other units of government or organizations.

b. The character, integrity, reputation, judgment, experience, and efficiency of the Proposer.

c. Personnel to be assigned to the project, and their education, capabilities, qualifications and experience with similar projects.

d. Reference information gathered from other entities regarding the past experience of the firm; and

e. Strength of the other information required in Tabs 2, 3, 4, and 5.

4-3.3 METHODOLOGY, TECHNICAL PLAN, AND APPROACH / TAB 6 (0 - 30 POINTS)

This refers to the exact type and nature of the Proposer's proposed services and how it plans to accomplish the objectives of the project, as well as the ability to rapidly respond to the County's needs. The Proposer must demonstrate a clear understanding of the work to be performed with a complete and reasonable plan/proposal for accomplishing the tasks. Technical evaluations will be based upon the ability of the proposer to meet or exceed the requirements set forth in the specifications. Estimates concerning the ability of the proposer to perform accordingly shall be made by the County.

a. The ability, capacity, skill and organization of the proposer to perform as proposed.

b. The completeness, reasonableness, and efficiency of the proposed solution, including project management, administrative, and staffing plans.

c. The ability of the Proposer to respond rapidly to the County's needs.

d. Any other value added elements of the Proposal as deemed relevant by the County.

4-3.4 COST PROPOSAL / TAB 7 (0 – 30 POINTS)

This refers to the proposed rates of the Proposer. Please note that price is only one factor for consideration of award. The County reserves the right to award the contract to other than the lowest priced offeror.

Part V: Required Forms Packet

The following eleven (11) forms are required and are to be filled out completely and submitted with your proposal as per Section 4 (Instructions for the Preparation of Proposals and Response Requirements). All applicable forms shall be submitted as required by the solicitation documents.

FORM #1 PROPOSER INFORMATION AND AUTHORIZED SIGNATURE

Proposer (Company) Name: _____

F.E.I.N. or Social Security Number: _____

Mailing Address: _____

City, State, Zip: _____

Telephone Number: _____ Fax Number: _____

E-mail Address _____

Type of Entity: ❑ Corporation ❑ Partnership ❑ Proprietorship ❑ Joint Venture ❑ Other

State of Incorporation: _____ Year of Incorporation: _____

This Proposal is hereby submitted by the above-named entity ("Proposer") to St. Lucie County, Florida 20-033 for Emergency Debris Removal Services ("RFP"), having examined the solicitation and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies; and to provide the service in accordance with the terms and specifications set forth in the RFP at the prices provided in this Proposal. The prices in this Proposal will remain firm for a period of up to 90 days in order to allow the County adequate time to evaluate the Proposal. These prices are to cover all expenses incurred in performing the work required under the awarded contract, of which this RFP and Proposal is a part.

Proposer accepts all of the terms and conditions of the RFP. Proposer understands that a background investigation may be conducted by the County prior to award. Proposer hereby agrees to commence work under contract on or before a date to be specified in a written "Notice to Proceed" of the County.

Proposer has examined and carefully studied the Solicitation Documents and the following addendum receipt of which is hereby acknowledged:

No. _____ Dated: _____ No. _____ Dated: _____

No. _____ Dated: _____ No. _____ Dated: _____

Proposer certifies that all information contained in this Proposal is truthful to the best of the undersigned's knowledge and belief. Undersigned certifies that it is duly authorized to submit this Proposal on behalf of the Proposer as its act and deed and that the Proposer is ready, willing, and able to perform if awarded the contract.

Authorized Signature (original, in ink): _____

Type or Printed Name: _____

Title: _____

FORM #2 NON-COLLUSION AFFIDAVIT

STATE OF _____;
COUNTY OF _____;

_____ being first duly sworn, deposes and says that:

1. The undersigned is the _____ (Owner, Partner, Officer, Representative or Agent) of _____ (PROPOSER).

2. PROPOSER is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Bid;

3. Such Proposal is genuine and is not a collusive or sham proposal;

4. Neither the said PROPOSER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other PROPOSER, firm, or person to submit a collusive or sham proposal in connection with the Contract for which the attached Proposal has been submitted; or to refrain from responding to the RFP in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any PROPOSER, firm, or person to fix the price or prices in the attached Proposal or any other PROPOSER, or to fix any overhead, profit, or cost element of the pricing or the pricing of any other proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against COUNTY, or any person interested in the proposed Contract;

5. The price of items quoted in the attached Proposal are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any other of its agents, representatives, owners, employees or parties in interest.

By: _____

Sworn to and subscribed before me on this _____ day of _____, 20____ by _____who ☐ is personally known to me or who ☐ has presented the following type of identification: _____.

Signature of Notary Public, State of Florida	Notary seal (stamped in black ink) OR printed, typed or stamped name of Notary and Commission Number

FORM #3 CORPORATE RESOLUTION

I, _____, Secretary of _____, a Corporation organized and existing under the laws of the State of _____, hereby certify that at a meeting of the Board of Directors of the Corporation duly called and held on _____, 20____ at which a quorum was present and acting throughout, the following resolutions were adopted and are now in full force effect:

RESOLVED that the following individuals of this corporation are authorized to execute on behalf of this corporation, a Proposal to and Agreement with St. Lucie County, Florida for the provision of Emergency Debris Removal Services.

I further certify that the names of the officers of this corporation and any other persons authorized to act under this resolution and their official signatures are as follows:

NAME	TITLE	OFFICIAL SIGNATURE

IN WITNESS THEREOF, I have hereunto subscribed my name as Secretary and affixed the seal of the corporation this _____ day of _____, 20 _____

FORM #4 CONFIRMATION OF DRUG-FREE WORKPLACE

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087 Florida Statutes). In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or Contractual services that are under Bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contenders to, any violation of Chapter 893 Florida Statutes or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after the conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

Signature of Proposer's Authorized Representative

FORM #5 PUBLIC ENTITY CRIME AFFIDAVIT

Any person submitting a quote, bid or proposal in response to this invitation must execute the enclosed form PUR. 7069, SWORN STATEMENT UNDER SECTION 287.133 (3)(A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with his quote, bid or proposal. If you are submitting a quote, bid, or proposal on behalf of dealers or suppliers who will ship commodities and receive payment from the resulting contract, it is your responsibility to see that copy (s) of the form are executed by them and are included in your quote, bid or proposal. Corrections to the form will not be allowed after the quote, bid or proposal opening time and date. Failure to complete this form in every detail and submit it with your quote, bid or proposal may result in immediate disqualification of your bid or proposal.

The 1988 Florida Legislature passed Senate Bill 458 creating Sec. 287, 132-133, Florida Statutes, effective 7-1-89. Sec. 287.132 (3)(d), Florida Statutes requires the Florida Department of General Services to maintain and make available to other political entities a "convicted vendor" list consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. A public entity crime is described by Sec. 287.133, Florida Statute as a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or with an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

By law no public entity shall accept any bid from, award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statute for category two (currently $10,000) with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133 (3)(f), Florida Statute.

The attached statement or affidavit will be the form to be utilized and must be properly signed in the presence of a notary public or other officer authorized to administer oaths and properly executed.

The inclusion of the sworn statement or affidavit shall be submitted concurrently with your bid documents. Non-inclusion of this document may necessitate rejection of your bid.

FORM #5 PUBLIC ENTITY CRIME AFFIDAVIT

SWORN STATEMENT UNDER SECTION 287.133 (3) (A), FLORIDA STATUTES
ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

STATE OF _____;
COUNTY OF _____;

1. This sworn statement is submitted to St. Lucie County, Florida.

2. This sworn statement is submitted by _____ (name of entity submitting sworn statement) whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____.

3. My name is _____ and my relationship to the entity named above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b) Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and

agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133 (1)(e), FLORIDA STATUTES, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

8. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND, (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

_____

Signature

Sworn to and subscribed before me on this _____ day of _____, 20____ by _____who ☐ is personally known to me or who ☐ has presented the following type of identification: _____.

Signature of Notary Public, State of Florida	Notary seal (stamped in black ink) OR printed, typed or stamped name of Notary and Commission Number

FORM #6 HOLD HARMLESS AND INDEMNITY AGREEMENT

_____, agrees through signing of this document by an authorized party or agent that the Proposer shall indemnify and hold harmless the County and its officers; and employees, from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers and employees may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Proposer and persons employed or utilized by the Proposer in the performance of the awarded contract. The Proposer shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The Proposer expressly understands and agrees that any insurance protection required by the awarded contract or otherwise provided by Proposer shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

_____

Signature of Proposer's Authorized Representative

_____

Date

FORM #7 CERTIFICATION REGARDING DEBARMENT & SUSPENSION

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the CONTRACTOR (referred to herein as the "prospective lower tier participant") is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The

knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AN VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CONTRACTOR Company Name	Contract Number
Name	
Title	
Signature	Date

FORM #8 ANTI-LOBBYING CERTIFICATION

CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____
CONTRACTOR Name

_____
Signature of Contractor's Authorized Official

_____ _____
Name and Title of Contractor's Authorized Official Date

FORM #9 SCHEDULE 1 – HOURLY LABOR, EQUIPMENT, AND MATERIAL PRICE SCHEDULE

Equipment Type with Operator Category	Estimated Hours	Hourly Labor Rate	Total Extended Price
Air Curtain Burner, Self-contained System	350		
50' Bucket Truck	350		
Crash Truck w/impact Attenuator	140		
Dozer, Tracked, D3 or Equivalent	70		
Dozer, Tracked, D4 or Equivalent	140		
Dozer, Tracked, D5 or Equivalent	210		
Dozer, Tracked, D8 or Equivalent	210		
Dump Truck, 16 +/- CY	140		
Dump Truck, 20 +/- CY	210		
Dump Truck, 38 +/- CY	210		
Generator, 5.5 kW, List kW Capacity	140		
Generator, 200 kW, List kW Capacity	140		
Generator, 2,500 kW, List kW Capacity	210		
Light Plant with Fuel and Support	350		
Grader w/12" Blade (Min. 30,000 LB)	70		
Hydraulic Excavator, 1.5 CY	140		
Hydraulic Excavator, 2.5 CY	140		
Knuckleboom Loader	350		
Lowboy Trailer w/Tractor	140		
Mobile Crane up to 15 ton	140		
Pump, 95 HP (minimum 25' intake & 200' discharge to include fuel and support personnel)	70		
Pump, 200 HP (minimum 25' intake & 200' discharge to include fuel and support personnel)	70		
Pump, 650 HP (minimum 25' intake & 200' discharge to include fuel and support personnel)	70		
Vac Truck (Mist Capacity), List capacity	210		

Pickup Truck, I ton	70		
Skid-Steer Loader, 1,500 LB operating capacity (w/utility grapple)	140		
Skid-Steer Loader, 2,500 LB operating capacity (w/utility grapple)	140		
Compact Track Loader, 1,500 LB operating capacity (w/utility grapple)	140		
Compact Track Loader, 2,500 LB operating capacity (w/utility grapple)	140		
Tub Grinder, 800 to 1,000 HP	350		
Hydraulic Excavator, 1.5 CY (w/thumb)	140		
Hydraulic Excavator, 2.5 CY (w/thumb)	140		
Truck, Flatbed	70		
Articulated, Telescoping Scissor Lift for Tower, 15 HP/37 ft. Lift	350		
Water Truck, 2,500 gal (Non-potable, dust control and pavement maintenance)	350		
Wheel Loader, 3 CY, 152 HP	140		
Wheel Loader, 4.0 CY, 200 HP	140		
Wheel Loader, 1.5 CY, 95 HP	210		
Equipment with Operator Grand Total Extended Price:			
Others not listed in labor category – Please list below			

Labor Category	Estimated Hours	Hourly Labor Rate	Total Extended Price
Operations Manager w/cell phone and ½ ton pick-up truck	70		
Crew Foreman w/cell phone and one ton equipment truck w/small tools and miscellaneous supplies in support of crew	140		

Tree Climber/Chainsaw and gear	350		
Laborer w/Chainsaw and gear	350		
Laborer w/small tools, traffic control or flag person	350		
Bonded and Certified Security Personnel	140		
Labor Category Grand Total Extended Price:			
Others not listed in labor category – Please list below			
Crew Category	Estimated Hours	Hourly Labor Rate	Total Extended Price
Wheel Loader, 2.5 CY, 950 or Similar w/operator, Foreman with support vehicle and small equipment, Laborer w/chain saw and 2 laborers w/small tools	350		
Crew Category Grand Total Extended Price:			
Others not listed in crew category – Please list below			
GRAND TOTAL OF SCHEDULE 1 (Total extended price of all 3 Categories)			

FORM #9 SCHEDULE 2 – UNIT RATE PRICE SCHEDULE

References for each category of work are to RFP Scope of Services Items 2-7.2 through 2-7.16. If a vendor elects to "No Bid" individual service offerings, its proposal may be considered non-responsive to the County.

2.7-2. Vegetative Debris Removal -- Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to a County approved debris management site (DMS) or County approved final disposal site.

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	100,000			
16 to 30 Miles	125,000			
31 to 60 Miles	75,000			
Greater than 60 Miles	50,000			

2-7.3. C&D Debris Removal – Work consists of the collection and transportation of eligible C&D on the ROW or public property to a County approved final disposal site.

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	15,000			
16 to 30 Miles	25,000			
31 to 60 Miles	25,000			
Greater than 60 Miles	15,000			

2-7.4. Demolition, Removal, Transport & Disposal of Non-RACM Structures – Work consists of the decommissioning, demolition and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a County approved final disposal site.

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	5,000			
16 to 30 Miles	10,000			

31 to 60 Miles	10,000			
Greater than 60 Miles	5,000			

2-7.5. Demolition, Removal, Transport & Disposal of RACM Structures – Work consists of the decommissioning, demolition and disposal of RACM structures on public or private property and hauling the resulting debris to a County approved final disposal site.

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	5,000			
16 to 30 Miles	10,000			
31 to 60 Miles	10,000			
Greater than 60 Miles	5,000			

2-7.6. DMS Operation and Reduction Through Grinding – Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through grinding. The costs associated with acquiring, preparing, leasing, renting, operating and remediating land used as DMS as reflected in this RFP.

	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
	175,000			

2-7.7. DMS Management & Reduction by Air Curtain Incineration – Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through air curtain incinerators. The costs associated with acquiring, preparing, leasing, renting, operating and remediating land used as DMS as reflected in this RFP.

	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
	175,000			

2-7.8. Haul-out of Reduced Debris to a County Approved Final Disposal Site – Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County approved final disposal site.

FORM #9 SCHEDULE 2 – UNIT RATE PRICE SCHEDULE

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	6,100			
16 to 30 Miles	9,100			
31 to 60 Miles	15,000			
Greater than 60 Miles	30,000			
2-7.9. Removal of Hazardous Trees and Hangers – Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Item 2, Vegetative Debris Removals				
Diameter	Estimated Quantity	$ Per Tree	Total	
6 inch to 12.99 inch diameter	1,500			
13 inch to 24.99 inch diameter	1,000			
25 inch to 36.99 inch diameter	750			
37 inch to 48.99 inch diameter	300			
49 inch to larger diameter	100			
Hanger Removal (per Tree)	3,000			
2-7.10. Removal of Hazardous Stumps – Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to a County Approved DMS. Rate includes removal, backfill of stump hole, reduction and final disposal.				
Diameter	Estimated Quantity	$ Per Stump	Total	
24.1 inch to 36.99 inch diameter	500			
37 inch to 48.99 inch diameter	250			
49 inch and larger diameter				

2-7.12. ROW White Goods Debris Removal – Work consists of the removal of eligible white goods from the ROW to a County approved DMS site or County approved facility for recycling. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible white goods from the County approved DMS to a County approved facility for recycling.

Type of Debris	Estimated Quantity	$ Per Unit	Total	
A/C Units, refrigerators and freezers requiring refrigerant recovery and decontamination	250			
Washers, dryers, stoves, ovens and hot water heaters	500			

2-7.13. Household Hazardous Waste Removal, Transport and Disposal – Work consists of the collection, transportation and disposal of household hazardous waste from the ROW to a County approved permitted hazardous waste facility or MSW type I landfill.

	Estimated Quantity	$ Per Pound	Total	
	10,000			

2-7.14. E-Waste Removal – Work consists of the recovery and disposal of televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.

	Estimated Quantity	$ Per Unit	Total	
	250			

2-7.15. Abandoned Vehicle Removal – Work consists of the removal and transport of eligible abandoned vehicles.

Type of Vehicle	Estimated Quantity	$ Per Unit	Total	
Passenger Car	50			
Single Axle	25			

Double Axle	25			
2-7.15. Abandoned Vessel Removal – Works consists of the removal and transport of eligible abandoned vessels.				
Length of Vessel	Estimated Quantity	$ Per Unit	Total	
Vessels less than 20 linear feet	75			
Vessels 21 linear feet or greater	50			
2-7.16. Dead Animal Carcasses – Work consists of the recovery and disposal of dead animal carcasses.				
	Estimated Quantity	$ Per Pound	Total	
	10,000			
GRAND TOTAL OF SCHEDULE 2				

CONTRACTOR Name

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

ADDENDUM No. 1

RFP No. 21-037
Emergency Debris Removal

April 7, 2021

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project, and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

Attachment:

Questions/Answers

Please sign and return by e-mail to ciminod@stlucieco.org or fax to (772) 462-1704.

Name of Firm: _____

Signature: _____

Date: _____

1. Does the County still have a disaster debris monitoring firm under contract, or is that contract being re-procured as well?
   Answer: The County has newly procured contracts with the following: True North Emergency Mgmt., Thompson Consulting and Tetra Tech.

2. Are you able to provide the names and titles of the evaluation committee members?
   Answer: No

3. Are you able to provide the date, time, and location when the evaluation committee meeting will evaluate proposals?
   Answer: No

4. Where will the intent to award be made, and how will it be communicated to proposers?
   Answer: Notice of Intent are posted on DemandStar.com

5. Does St. Lucie County own any self-loading grapple trucks? If the answer to the previous question is "yes," how many?
   Answer: No

6. How many miles of County maintained roadway is within the County?
   Answer: 540 miles of roadway

7. Does the County have memorandums of understanding or mutual aid agreements in place with other incorporated municipalities within the County that would allow the use of this contract to be utilized by those entities to perform disaster debris management services?
   Answer: No

8. Does the County intend to allow for some of the incorporated municipalities within the County to utilize this contract, and if so, which ones?
   Answer: It is unknown at this time.

9. On page 55 of 76 of the RFP document, the proposed rates will be evaluated on the unit rates submitted for the individual items listed. Does this mean that you will evaluate each line item's cost separately, and thus, will not simply be adding up the line items to come up with a "bid price"?
   Answer: Line items will be evaluated at an overall cost comparison.

10. Does the County plan to evaluate the hourly line items pricing equally with the unit line items pricing, or will they be evaluated and scored separately?
    Answer: They will not be evaluated and scored separately.

11. Line item 2-7.10 of the pricing schedule does not list an estimated quantity for trees that are 49 inches and larger in diameter. Are we to surmise that "0" should be the estimated quantity for this line item?
    Answer: One should be the estimated quantity.

12. Are you able to provide the location(s) of any approved DMS location(s) for the upcoming hurricane season?
    Answer: No

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/31/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CSDZ, LLC 225 South Sixth Street, Suite 1900 Minneapolis MN 55402	CONTACT NAME: Sarah Edwards PHONE (A/C, No, Ext): 612-349-2407 FAX (A/C, No): E-MAIL ADDRESS: sedwards@csdz.com
INSURED CERENVPC Ceres Environmental Services, Inc. 3825 85th Ave N Brooklyn Park MN 55443	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Zurich American Insurance Company — 16535 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 551219357 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GLO183855302	9/1/2021	9/1/2022	EACH OCCURRENCE	$ 2,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X XCU						MED EXP (Any one person)	$ 10,000
	X Contr Liab						PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY			BAP184004602	9/1/2021	9/1/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							Hired Auto Phy Damage	$ 50,000
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC18355402	9/1/2021	9/1/2022	X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N]	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: St. Lucie County RFPO No. 16-060 Emergency Debris Removal

Additional Insured only if required by written contract with respect to General Liability, Automobile Liability and Umbrella/Excess Liability applies on a primary basis and the Insurance of the Additional Insured shall be Non-Contributory: Certificate Holder, Project Owner and Others as required by written contract.

Waiver of Subrogation only if required by written contract with respect to General Liability, Automobile Liability, Workers Compensation and Umbrella/Excess Liability applies in favor of: Certificate Holder, Project Owner and Others as required by written contract.

See Attached...

CERTIFICATE HOLDER

St. Lucie County
2300 Virginia Avenue
Ft Pierce FL 34982

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rob Dahlin

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St. Lucie County
First Amendment

DocuSign Envelope ID: 82D7AE03-8C89-437A-8100-B28EDFE476E3

C22-02-156

FIRST AMENDMENT TO FEBRUARY 15, 2022 CONTRACT
BETWEEN ST. LUCIE COUNTY AND CERES ENVIRONMENTAL SERVICES, INC.

THIS FIRST AMENDMENT, is made and entered into this 25 day of January, 2023, by and between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, (the "County") and **CERES ENVIRONMENTAL SERVICES, INC.,** or his, its or their successors, executors, administrators, and assigns (the "Contractor").

WHEREAS, on February 15, 2022, the parties entered into a Contract to provide for Emergency Debris Removal; and,

WHEREAS, the parties desire to amend the Agreement to exercise the first one-year renewal option.

NOW, THEREFORE, in consideration of the mutual promise contained herein, the parties agree to amend the Contract as follows:

1. Paragraph 6. TERM/TIME OF PERFORMANCE shall be amended to read as follows:

   6. **TERM/TIME OF PERFORMANCE**

   Term: The term of this contract shall be for a period of two (2) years beginning on **February 15, 2022** and continuing through and including **February 14, 2024**. Upon mutual written agreement, this Contract may be extended for two (2) additional one-year renewal terms pursuant to the same terms and conditions.

   Work Hours: The Contractor shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed 7 days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the County and the Contractor. Unless otherwise directed, the Contractor must be capable of conducting volumetric reduction operations at DMS locations on a 24 hour, 7 days a week basis. No work will be performed on recognized County holidays without prior approval of the County Debris Manager.

   Time of Completion: The services shall commence upon the written notice to proceed from the County Project Manager or his designee, and the project shall be completed in accordance with the individual project schedule.

2. Except as amended herein, all other terms and conditions of the Contract shall remain in full force and effect.

DocuSign Envelope ID: 82D7AE03-8C89-437A-8100-B28EDFE476E3

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Amendment upon the terms and conditions above stated.

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: _____
Interim **COUNTY ADMINISTRATOR**

APPROVED AS TO FORM AND CORRECTNESS:

_____
COUNTY ATTORNEY

CERES ENVIRONMENTAL SERVICES, INC.

BY: Tia Laurie 1/24/2023

PRINT NAME: Tia Laurie

TITLE: Corporate Secretary

St. Lucie County
Second Amendment

DocuSign Envelope ID: AE0F8C5C-BAD3-4F8D-BDA8-3DF0C84F1289

C22-02-156

SECOND AMENDMENT TO FEBRUARY 15, 2022 CONTRACT
BETWEEN ST. LUCIE COUNTY AND
CERES ENVIRONMENTAL SERVICES, INC.

THIS SECOND AMENDMENT, is made and entered into this 14 day of May, 2024, by and between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, (the "County") and **CERES ENVIRONMENTAL SERVICES, INC.,** or his, its or their successors, executors, administrators, and assigns (the "Contractor").

WHEREAS, on February 15, 2022, the parties entered into a Contract to provide for Emergency Debris Removal; and,

WHEREAS, on January 25, 2023, the parties executed the first amendment to the Contract to exercise the first one-year renewal option.

WHEREAS, the parties desire to further amend the Contract to exercise the second one-year renewal option and update the pricing.

NOW, THEREFORE, in consideration of the mutual promise contained herein, the parties agree to amend the Contract as follows:

1. Paragraph 6. TERM/TIME OF PERFORMANCE shall be amended to read as follows:

6. **TERM/TIME OF PERFORMANCE**

Term: The term of this contract shall be for a period of three (3) years beginning on **February 15, 2022** and continuing through and including **February 14, 2025**. Upon mutual written agreement, this Contract may be extended for one (1) additional one-year renewal period pursuant to the same terms and conditions.

Work Hours: The Contractor shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed 7 days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the County and the Contractor. Unless otherwise directed, the Contractor must be capable of conducting volumetric reduction operations at DMS locations on a 24 hour, 7 days a week basis. No work will be performed on recognized County holidays without prior approval of the County Debris Manager.

Time of Completion: The services shall commence upon the written notice to proceed from the County Project Manager or his designee, and the project shall be completed in accordance with the individual project schedule.

2. Paragraph 8. CONTRACT PAYMENT shall be amended to include the following:

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Effective February 15, 2023, the County shall pay the Contractor for the performance of this Contract and completion of the project in accordance with the Contract Documents: Pursuant to the Exhibit "A" Revised Hourly Labor, Equipment and Materials Price Schedule attached.

3. Except as amended herein, all other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Amendment upon the terms and conditions above stated.

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: _____
COUNTY ADMINISTRATOR

APPROVED AS TO FORM AND CORRECTNESS:

_____
COUNTY ATTORNEY

CERES ENVIRONMENTAL SERVICES, INC.

BY: Tia Laurie

PRINT NAME: Tia Laurie

TITLE: Corporate Secretary

5/13/2024

DocuSign Envelope ID: AE0F8C5C-BAD3-4F8D-BDA8-3DF0C84F1289

Exhibit "A" Updated Pricing Schedule

Contractor's Name: CERES ENVIRONMENTAL SERVICES, INC.

Equipment Type with Operator Category	Previous Houly Labor Rate	Proposed Hourly Labor Rate	Increase Percentage
Air Curtain Burner, Self-contained System	$124.00	$130.20	5%
50' Bucket Truck	$159.00	$166.95	5%
Crash Truck w/impact Attenuator	$102.70	$107.84	5%
Dozer, Tracked, D3 or Equivalent	$105.00	$110.25	5%
Dozer, Tracked, D4 or Equivalent	$120.00	$126.00	5%
Dozer, Tracked, D5 or Equivalent	$130.00	$136.50	5%
Dozer, Tracked, D8 or Equivalent	$180.00	$189.00	5%
Dump Truck, 16 +/- CY	$95.00	$99.75	5%
Dump Truck, 20 +/- CY	$105.00	$110.25	5%
Dump Truck, 38 +/- CY	$115.00	$120.75	5%
Generator, 5.5 kW, List kW Capacity	$37.66	$39.53	5%
Generator, 200 kW, List kW Capacity	$301.30	$316.37	5%
Generator, 2,500 kW, List kW Capacity	$1,029.88	$1,081.37	5%
Light Plant with Fuel and Support	$22.01	$23.11	5%
Grader w/12" Blade (Min. 30,000 LB)	$186.68	$196.01	5%
Hydraulic Excavator, 1.5 CY	$145.00	$152.25	5%
Hydraulic Excavator, 2.5 CY	$195.00	$204.75	5%
Knuckleboom Loader	$161.39	$169.46	5%
Lowboy Trailer w/Tractor	$125.00	$131.25	5%
Mobile Crane up to 15 ton	$183.40	$192.57	5%
Pump, 95 HP (minimum 25' intake & 200' discharge to include fuel and support personnel)	$36.68	$38.51	5%
Pump, 200 HP (minimum 25' intake & 200' discharge to include fuel and support personnel)	$84.00	$88.20	5%
Pump, 650 HP (minimum 25' intake & 200' discharge to include fuel and support personnel)	$95.37	$100.14	5%
Vac Truck (Mist Capacity), List capacity	$227.42	$238.79	5%
Pickup Truck, I ton	$18.00	$18.90	5%
Skid-Steer Loader, 1,500 LB operating capacity (w/utility grapple)	$79.00	$82.95	5%
Skid-Steer Loader, 2,500 LB operating capacity	$82.00	$86.10	5%

Exhibit "A" Updated Pricing Schedule

Contractor's Name: _____

(w/utility grapple)			
Compact Track Loader, 1,500 LB operating capacity (w/utility grapple)	$79.00	$82.95	5%
Compact Track Loader, 2,500 LB operating capacity (w/utility grapple)	$82.00	$86.10	5%
Tub Grinder, 800 to 1,000 HP	$476.84	$500.68	5%
Hydraulic Excavator, 1.5 CY (w/thumb)	$165.00	$173.25	5%
Hydraulic Excavator, 2.5 CY (w/thumb)	$215.00	$225.75	5%
Truck, Flatbed	$65.00	$68.25	5%
Articulated, Telescoping Scissor Lift for Tower, 15 HP/37 ft. Lift	$22.01	$23.11	5%
Water Truck, 2,500 gal (Non-potable, dust control and pavement maintenance)	$92.00	$96.60	5%
Wheel Loader, 3 CY, 152 HP	$110.00	$115.50	5%
Wheel Loader, 4.0 CY, 200 HP	$125.00	$131.25	5%
Wheel Loader, 1.5 CY, 95 HP	$100.00	$105.00	5%
Labor Category	**Previous Houly Labor Rate**	**Proposed Hourly Labor Rate**	**Increase Percentage**
Operations Manager w/cell phone and ½ ton pick-up truck	$87.72	$92.11	5%
Crew Foreman w/cell phone and one ton equipment truck w/small tools and miscellaneous supplies in support of crew	$59.42	$62.39	Type text here 5%
Tree Climber/Chainsaw and gear	$70.00	$73.50	5%
Laborer w/Chainsaw and gear	$48.44	$50.86	5%
Laborer w/small tools, traffic control or flag person	$42.00	$44.10	5%
Bonded and Certified Security Personnel	$46.00	$48.30	5%
Crew Category	**Previous Houly Labor Rate**	**Proposed Hourly Labor Rate**	**Increase Percentage**
Wheel Loader, 2.5 CY, 950 or Similar w/operator, Foreman with support vehicle and small equipment, Laborer w/chain saw and 2 laborers w/small tools	$298.00	$312.90	5%

2.7-2. Vegetative Debris Removal -- Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to a County approved debris management site (DMS) or County approved final disposal site.

Mileage	Previous Per Cubic Yard	Proposed Per Cubic Yard	Previous Per Ton (Alternate)	Proposed Per Ton (Alternate)
0 to 15 Miles	$7.95	$8.35	$91.43	$96.00
16 to 30 Miles	$8.05	$8.45	$92.58	$$97.21
31 to 60 Miles	$8.15	$8.56	$93.73	$98.42
Greater than 60 Miles	$8.25	$8.66	$94.88	$99.62

2-7.3. C&D Debris Removal – Work consists of the collection and transportation of eligible C&D on the ROW or public property to a County approved final disposal site.

Mileage	Previous Per Cubic Yard	Proposed Per Cubic Yard	Previous Per Ton (Alternate)	Proposed Per Ton (Alternate)
0 to 15 Miles	$7.95	$8.35	$67.58	$70.96
16 to 30 Miles	$8.25	$8.66	$70.13	$73.64
31 to 60 Miles	$8.45	$8.87	$71.83	$75.42
Greater than 60 Miles	$8.65	$9.08	$73.53	$77.21

2-7.4. Demolition, Removal, Transport & Disposal of Non-RACM Structures – Work consists of the decommissioning, demolition and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a County approved final disposal site.

Mileage	Previous Per Cubic Yard	Proposed Per Cubic Yard	Previous Per Ton (Alternate)	Proposed Per Ton (Alternate)
0 to 15 Miles	$13.95	$14.65	$90.68	$95.21
16 to 30 Miles	$14.75	$15.49	$95.88	$100.67
31 to 60 Miles	$15.50	$16.28	$100.75	$105.79
Greater than 60 Miles	$15.95	$16.75	$103.68	$108.86

2-7.5. Demolition, Removal, Transport & Disposal of RACM Structures – Work consists of the decommissioning, demolition and disposal of RACM structures on public or private property and hauling the resulting debris to a County approved final

disposal site.

Mileage	Previous Per Cubic Yard	Proposed Per Cubic Yard	Previous Per Ton (Alternate)	Proposed Per Ton (Alternate)
0 to 15 Miles	$18.05	$18.95	$117.33	$123.20
16 to 30 Miles	$18.75	$19.69	$121.88	$127.97
31 to 60 Miles	$19.55	$20.53	$127.08	$133.43
Greater than 60 Miles	$19.95	$20.95	129.68	$136.16

2-7.6. DMS Operation and Reduction Through Grinding – Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through grinding. The costs associated with acquiring, preparing, leasing, renting, operating and remediating land used as DMS as reflected in this RFP.

	Previous Per Cubic Yard	Proposed Per Cubic Yard	Previous Per Ton (Alternate)	Proposed Per Ton (Alternate)
	$3.65	$3.83	$49.98	$52.48

2-7.7. DMS Management & Reduction by Air Curtain Incineration – Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through air curtain incinerators. The costs associated with acquiring, preparing, leasing, renting, operating and remediating land used as DMS as reflected in this RFP.

	Previous Per Cubic Yard	Proposed Per Cubic Yard	Previous Per Ton (Alternate)	Proposed Per Ton (Alternate)
	$3.15	$3.31	$46.98	$49.33

2-7.8. Haul-out of Reduced Debris to a County Approved Final Disposal Site – Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County approved final disposal site.

Mileage	Previous Per Cubic Yard	Proposed Per Cubic Yard	Previous Per Ton (Alternate)	Proposed Per Ton (Alternate)
0 to 15 Miles	$3.55	$3.73	$17.75	$18.64
16 to 30 Miles	$4.20	$4.41	$21.00	$22.05
31 to 60 Miles	$4.45	$4.67	$22.25	$23.36
Greater than 60 Miles	$5.95	$6.25	$29.75	$31.24

2-7.9. Removal of Hazardous Trees and Hangers – Work consists of removing eligible hazardous trees or limbs and placing

them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Item 2, Vegetative Debris Removals

Diameter	Previous Per Tree	Proposed Per Tree	Percentage Increase	
6 inch to 12.99 inch diameter	$25.00	$26.25	5%	
13 inch to 24.99 inch diameter	$60.00	$63.00	5%	
25 inch to 36.99 inch diameter	$110.00	$115.50	5%	
37 inch to 48.99 inch diameter	$190.00	$199.50	5%	
49 inch to larger diameter	$400.00	$420.00	5%	
Hanger Removal (per Tree)	$98.00	$102.90	5%	

2-7.10. Removal of Hazardous Stumps – Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to a County Approved DMS. Rate includes removal, backfill of stump hole, reduction and final disposal.

Diameter	Previous Per Stump	Proposed Per Stump	Percentage Increase	
24.1 inch to 36.99 inch diameter	$200.00	$210.00	5%	
37 inch to 48.99 inch diameter	$325.00	$341.25	5%	
49 inch and larger diameter	$695.00	$729.75	5%	

2-7.12. ROW White Goods Debris Removal – Work consists of the removal of eligible white goods from the ROW to a County approved DMS site or County approved facility for recycling. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible white goods from the County approved DMS to a County approved facility for recycling.

Type of Debris	Previous Per Unit	Proposed Per Unit	Percentage Increase	
A/C Units, refrigerators and freezers requiring refrigerant recovery and decontamination	$79.00	$82.95	5%	
Washers, dryers, stoves, ovens and hot water heaters	$49.00	$51.45	5%	

2-7.13. Household Hazardous Waste Removal, Transport and Disposal – Work consists of the collection, transportation and

disposal of household hazardous waste from the ROW to a County approved permitted hazardous waste facility or MSW type I landfill.				
	Previous Per Pound	Proposed Per Pound	Percentage Increase	
	$2.98	$3.13	5%	

2-7.14. E-Waste Removal – Work consists of the recovery and disposal of televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.				
	Previous Per Unit	Proposed Per Unit	Percentage Increase	
	$59.00	$61.95	5%	

2-7.15. Abandoned Vehicle Removal – Work consists of the removal and transport of eligible abandoned vehicles.				
Type of Vehicle	Previous Per Unit	Proposed Per Unit	Percentage Increase	
Passenger Car	$225.00	$236.25	5%	
Single Axle	$225.00	$236.25	5%	
Double Axle	$275.00	$288.75	5%	

2-7.15. Abandoned Vessel Removal – Works consists of the removal and transport of eligible abandoned vessels.				
Length of Vessel	Previous Per Unit	Proposed Per Unit	Percentage Increase	
Vessels less than 20 linear feet	$125.00	$131.25	5%	
Vessels 21 linear feet or greater	$998.00	$1,047.90	5%	

2-7.16. Dead Animal Carcasses – Work consists of the recovery and disposal of dead animal carcasses.				
	Previous Per Pound	Proposed Per Pound	Percentage Increase	
	$0.95	$1.00	5%	

St. Lucie County
Third Amendment

Docusign Envelope ID: 7D1C080E-807C-496E-B5B9-D25637C298E7

C22-02-156

THIRD AMENDMENT TO FEBRUARY 15, 2022 CONTRACT
BETWEEN ST. LUCIE COUNTY AND CERES ENVIRONMENTAL SERVICES, INC.

THIS THIRD AMENDMENT, is made and entered into this 5 day of March, 2025, by and between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, (the "County") and **CERES ENVIRONMENTAL SERVICES, INC.,** or his, its or their successors, executors, administrators, and assigns (the "Contractor").

WHEREAS, on February 15, 2022, the parties entered into a Contract to provide for Emergency Debris Removal; and,

WHEREAS, on January 25, 2023, the parties executed the first amendment to the Contract to exercise the first one-year renewal option.

WHEREAS, on May 14, 2024, the parties executed the second amendment to the Contract to exercise the second one-year renewal option and update the pricing; and,

WHEREAS, the parties desire to further amend the Contract to exercise the third one-year renewal option, update the Debris Management Sites (DMS), and clarify the mileage categories.

NOW, THEREFORE, in consideration of the mutual promise contained herein, the parties agree to amend the Contract as follows:

1. Paragraph 6. TERM/TIME OF PERFORMANCE shall be amended to read as follows:

   6. **TERM/TIME OF PERFORMANCE**

   Term: The term of this contract shall be for a period of four (4) years beginning on **February 15, 2022** and continuing through and including **February 14, 2026**.

2. Section 2-7.20 Debris Management Sites (DMS) shall be amended to include the following:

   2-7.20 DEBRIS MANAGEMENT SITES (DMS)

   The County shall provide predetermined locations to support the event in which the contract is activated. The County shall provide the vendor with an updated list of those locations annually. Depending on the incident in which the contract is activated the County may provide the Vendor with a minimum of 2 DMS locations.

   The Current Debris Management Sites are as follows:

Florida Department of Environmental Protection (FDEP) **FDEP Site Name & FDEP WACS #**	**Approximate Acres**	**Permitted Waste Type(s)**	**GPS Entrance Location & Address/Description**
Central County - Midway Site	~ 11 acres	**Yard Trash, C&D, Mixed**	27°22'29.0"N 80°24'11.6"W
WACS# 108672			8000 W. Midway Road
Aka. "Midway" or "Former Tropicana"			
Airport West Commerce Park	~ 17 acres	**Yard Trash, C&D, Mixed**	27°29'54.1"N 80°23'54.6"W
WACS# 104969	Depending on rainfall, 20 additional acres		3590 N. Kings Hwy.
Aka. "Kings Highway"	might be usable south of entrance road.		
SLC HD Staging Site	~ 20 usable acres	**Yard Trash, C&D, Mixed**	27°31'14.6"N 80°22'19.6"W
WACS# 99866			(West of US Hwy. 1, east of
Aka. "Indrio Road"			of Kings Hwy.)
Indian River Estates-Yard Waste	~ 1 acre, up to 4 acres	**Yard Trash ONLY**	27°21'07.5"N 80°19'32.5"W
WACS# 106183	if site is cleared of		Entrance is a 30' wide easement on
Aka. "Indian River Estates"	all trees and concrete		US Hwy. 1, just South of Easy Street
St. Lucie County Fairgrounds Staging Area	~ 9 acres (potentially)	**Yard Trash, C&D, Mixed**	27°21'55.4"N 80°29'20.7"W
WACS# 106183	The area was used in 2005.		Enter from Peacock Road
Aka. "Fairgrounds"			

3. Schedule 2 – Unit Rate Price schedule shall be amended to include the following clarification:

Work consists of the collection and transportation of (i)eligible vegetative debris; (ii) C&D; (iii) Non-RACM Structures; (iv) RACM Structures; and (v) reduced eligible disaster related debris on the ROW or public property to a County approved debris management site (DMS) or County approved final disposal site.

Mileages Categories shall be as follows:

A. 0 to 15.9 Miles
B. 16 to 30.9 Miles
C. 31 to 60.9 Miles
D. 70 Miles or Greater

4. Except as amended herein, all other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Amendment upon the terms and conditions above stated.

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: _____
COUNTY ADMINISTRATOR

APPROVED AS TO FORM AND CORRECTNESS:

_____
COUNTY ATTORNEY

Docusign Envelope ID: 7D1C080E-807C-496E-B5B9-D25637C298E7

CERES ENVIRONMENTAL SERVICES, INC.

BY: Tia Laurie

PRINT NAME: Tia Laurie

TITLE: Corporate Secretary

3/3/2025

DECLARATION UNDER PENALTY OF PERJURY

When a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must complete this Declaration, pursuant to Florida Statute §787.06 (13).

I, TIA LAURIE (name), an officer or authorized representative for CERES ENVIRONMENTAL SERVICES, INC. (business name), a nongovernmental entity, declare that CERES ENVIRONMENTAL SERVICES, INC. (business name) does not use coercion for labor or services as defined in Florida Statute §787.06.

I declare under penalties of perjury that the foregoing statements are true and correct.

Signature

TIA LAURIE, CORPORATE SECRETARY

Print Name and Title

Date FEBRUARY 28, 2025

STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization on this 28TH DAY OF FEBRUARY, 2025 by TIA LAURIE, who is [X] personally known to me or [ ] has produced _____ as identification.

TRACEY ANN MANCINI
Notary Public - State of Florida
Commission # HH 415027
My Comm. Expires Jul 29, 2027
Bonded through National Notary Assn.

Signature of Notary Public

TRACEY A. MANCINI

CONTRACT PROVISIONS FOR FEMA PUBLIC ASSISTANCE

Pursuant to 2 CFR 200.327 and Appendix II to Part 200, the following federal requirements and contract provisions are incorporated herein, where applicable:

Contractor acknowledges that any subcontracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Contractor acknowledges that all subcontracts in excess of $10,000 must address termination for cause and for convenience by the Contractor including the manner by which it will be affected and the basis for settlement.

Contractor agrees to adhere to contract provisions (1) through (20) below where applicable:

1. **Equal Opportunity**: During the performance of this contract, the CONTRACTOR agrees as follows:
During the performance of this contract, the CONTRACTOR agrees as follows:

   (1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

   (2) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

   (3) The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or

applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR's legal duty to furnish information.

(4) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.
The applicant further agrees that it will be bound by the above equal opportunity

clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and sub-contractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a CONTRACTOR debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and sub-contractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. **Davis-Bacon Act:** CONTRACTOR agrees to abide by the following (*as applicable to projects not solely funded by SLFRF funds*):

(1)

Minimum wages —

(i) *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics. As provided in paragraphs (d) and (e) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph (a)(4) of this section.

Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (a)(1)(iii) of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the CONTRACTOR and its sub-contractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) *Frequently recurring classifications.*

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph (a)(1)(iii) of this section, provided that:

(*1*) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(*2*) The classification is used in the area by the construction industry; and

(*3*) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with paragraph (a)(1)(iii)(A)(*3*) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) *Conformance.*

(A) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(*1*) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(*2*) The classification is used in the area by the construction industry; and

(*3*) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage

rates contained in the wage determination.

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the CONTRACTOR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) In the event the CONTRACTOR, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov,* refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(E) The contracting officer must promptly notify the CONTRACTOR of the action taken by the Wage and Hour Division under paragraphs (a)(1)(iii)(C) and (D) of this section. The CONTRACTOR must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (a)(1)(iii)(C) or (D) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iv) *Fringe benefits not expressed as an hourly rate.* Whenever the

minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the CONTRACTOR may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v)

Unfunded plans. If the CONTRACTOR does not make payments to a trustee or other third person, the CONTRACTOR may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the CONTRACTOR, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis- Bacon Act have been met. The Secretary of Labor may require the CONTRACTOR to set aside in a separate account assets for the meeting of obligations under the plan or program.

(vi)

Interest. In the event of a failure to pay all or part of the wages required by the contract, the CONTRACTOR will be required to pay interest on any underpayment of wages.

(2)

Withholding —

(i)

Withholding requirements. The City of Fort Pierce may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the CONTRACTOR so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime CONTRACTOR or any sub-contractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in paragraph (a) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime CONTRACTOR (as defined in § 5.2). The necessary funds may be withheld from the CONTRACTOR under this contract, any other Federal contract with the same prime CONTRACTOR, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime CONTRACTOR, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the CONTRACTOR liability for which the funds were withheld. In the event of a CONTRACTOR's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or

development of the project under a development statute) all or part of the wages required by the contract, or upon the CONTRACTOR's failure to submit the required records as discussed in paragraph (a)(3)(iv) of this section, the City of Fort Pierce may on its own initiative and after written notice to the CONTRACTOR, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(ii)

Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A)

A CONTRACTOR's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B)

A contracting agency for its reprocurement costs;

(C)

A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a CONTRACTOR, or a CONTRACTOR's bankruptcy estate;

(D)

A CONTRACTOR's assignee(s);

(E)

A CONTRACTOR's successor(s); or

(F)

A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(3)

Records and certified payrolls —

(i)

Basic record requirements —

(A)

Length of record retention. All regular payrolls and other basic records must be maintained by the CONTRACTOR and any sub-contractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(B) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(C) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph (a)(1)(v) of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the CONTRACTOR must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(D) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) *Certified payroll requirements —*

(A) *Frequency and method of submission.* The CONTRACTOR or sub-contractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the U.S. Treasury if the agency is a party to the contract, but if the agency is not such a party, the CONTRACTOR will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the City of Fort Pierce. The prime CONTRACTOR is responsible for the submission of all certified payrolls by all sub-contractors. A contracting agency or prime CONTRACTOR may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires

a legally valid electronic signature; the system allows the CONTRACTOR, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime CONTRACTOR permits other methods of submission in situations where the CONTRACTOR is unable or limited in its ability to use or access the electronic system.

(B)

Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph (a)(3)(i)(B) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime CONTRACTOR to require a sub-CONTRACTOR to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime CONTRACTOR for its own records, without weekly submission by the sub-contractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C)

Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the CONTRACTOR or sub-contractor, or the CONTRACTOR's or sub-contractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(*1*)

That the certified payroll for the payroll period contains the information required to be provided under paragraph (a)(3)(ii) of this section, the appropriate information and basic records are being maintained under paragraph (a)(3)(i) of this section, and such information and records are correct and complete;

(*2*) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(*3*) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(C) of this section.

(E) *Signature.* The signature by the CONTRACTOR, sub-contractor, or the CONTRACTOR's or sub-contractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) *Falsification.* The falsification of any of the above certifications may subject the CONTRACTOR or sub-contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(G) *Length of certified payroll retention.* The CONTRACTOR or sub-contractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) *Contracts, subcontracts, and related documents.* The CONTRACTOR or sub-contractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The CONTRACTOR or sub-contractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) *Required disclosures and access —*

(A) *Required record disclosures and access to workers.* The CONTRACTOR or sub-contractor must make the records required under paragraphs (a)(3)(i) through (iii) of this section, and any other documents that the City of Fort Pierce or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the City of Fort Pierce or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) *Sanctions for non-compliance with records and worker access requirements.* If the CONTRACTOR or sub-contractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the CONTRACTOR, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any CONTRACTOR or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the CONTRACTOR or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) *Required information disclosures.* CONTRACTORs and sub-contractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the U.S. Treasury if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the CONTRACTOR, sub-contractor, or both, must, upon request, provide the full Social Security number and last known address,

telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the City of Fort Pierce, the CONTRACTOR, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4)

Apprentices and equal employment opportunity —

(i)

Apprentices —

(A)

Rate of pay. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the CONTRACTOR will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B)

Fringe benefits. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C)

Apprenticeship ratio. The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the CONTRACTOR as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to

paragraph (a)(4)(i)(D) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(4)(i)(A) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D)

Reciprocity of ratios and wage rates. Where a CONTRACTOR is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the CONTRACTOR's registered program must be observed.

(ii)

Equal employment opportunity. The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5)

Compliance with Copeland Act requirements. The CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

(6)

Subcontracts. The CONTRACTOR or sub-contractor must insert in any subcontracts the clauses contained in paragraphs (a)(1) through (11) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Treasury may by appropriate instructions require, and a clause requiring the sub-contractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime CONTRACTOR is responsible for compliance by any sub-contractor or lower tier sub-contractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime CONTRACTOR and any sub-contractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier sub-contractors, and may be subject to debarment, as appropriate.

(7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a CONTRACTOR and a sub-contractor as provided in 29 CFR 5.12.

(8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the CONTRACTOR (or any of its sub-contractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.*

(i) By entering into this contract, the CONTRACTOR certifies that neither it nor any person or firm who has an interest in the CONTRACTOR's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

(iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

(11) *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any CONTRACTOR of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

(ii) Filing any complaint, initiating or causing to be initiated any

proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

(iv) Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

3. **Contract Work Hours and Safety Standards Act (CWHSSA):** CONTRACTOR hereby agrees to abide by the following:

(1) *Overtime requirements.* No CONTRACTOR or sub-contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the CONTRACTOR and any sub-contractor responsible therefore shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such CONTRACTOR and sub-contractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

(3) *Withholding for unpaid wages and liquidated damages —*

(i) *Withholding process.* The City of Fort Pierce may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the

CONTRACTOR so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime CONTRACTOR or any sub-contractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph

(b) on this contract, any other Federal contract with the same prime CONTRACTOR, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime CONTRACTOR (as defined in § 5.2). The necessary funds may be withheld from the CONTRACTOR under this contract, any other Federal contract with the same prime CONTRACTOR, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime CONTRACTOR, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the CONTRACTOR liability for which the funds were withheld.

(ii)

Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A)

A CONTRACTOR's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B)

A contracting agency for its reprocurement costs;

(C)

A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a CONTRACTOR, or a CONTRACTOR's bankruptcy estate;

(D)

A CONTRACTOR's assignee(s);

(E)

A CONTRACTOR's successor(s); or

(F)

A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(4)

Subcontracts. The CONTRACTOR or sub-contractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the sub-contractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR is

responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime CONTRACTOR and any sub-contractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier sub-contractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any CONTRACTOR of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part.

4. <u>Clean Air Act and Federal Water Pollution Control Act:</u>

<u>Clean Air Act</u>
CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The CONTRACTOR agrees to report each violation to the City of Fort Pierce and understands and agrees that the City of Fort Pierce will, in turn, report each violation as required to assure notification to the U.S. Treasury, and the appropriate Environmental Protection Agency Regional Office.
The CONTRACTOR agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by U.S. Treasury.

<u>Federal Water Pollution Control Act</u>
The CONTRACTOR agrees to comply with all applicable standards, orders, or

regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
The CONTRACTOR agrees to report each violation to the City of Fort Pierce and understands and agrees that the City of Fort Pierce will, in turn, report each violation as required to assure notification to the Florida Department of Commerce, if applicable), U.S. Treasury, and the appropriate Environmental Protection Agency Regional Office.
The CONTRACTOR agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by U.S. Treasury

5. **Debarment and Suspension:** This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
The CONTRACTOR must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.
This certification is a material representation of fact relied upon by City of Fort Pierce. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City of Fort Pierce, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended.** Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

7. **Procurement of Recovered Materials:** In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

a) Competitively within a timeframe providing for compliance with the contract performance schedule;

b) Meeting contract performance requirements; or

c) At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at Comprehensive Procurement Guideline (CPG) Program | US EPA. The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

8. **Prohibition on Contracting for Covered Telecommunications Equipment or Services:** CONTRACTOR agrees to adhere to the following:

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in US TREASURY Policy 405-143-1, Prohibitions on Expending US Treasury Award Funds for Covered Telecommunications Equipment or Services, as used in this clause—

(b) *Prohibitions.*

1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

2) Unless an exception in paragraph (c) of this clause applies, the CONTRACTOR and its sub-contractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

ii. Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or

services as a substantial or essential component of any system, or as critical technology of any system;

iii. Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

1) This clause does not prohibit Contractors from providing—

i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

2) By necessary implication and regulation, the prohibitions also do not apply to:

i. Covered telecommunications equipment or services that:

a. Are <u>not used</u> as a substantial or essential component of any system; <u>and</u>

b. Are <u>not used</u> as critical technology of any system.

ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

1) In the event the CONTRACTOR identifies covered telecommunications equipment or services used as a substantial or essential component of any

system, or as critical technology as part of any system, during contract performance, or the CONTRACTOR is notified of such by a sub-CONTRACTOR at any tier or by any other source, the CONTRACTOR shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

2) The CONTRACTOR shall report the following information pursuant to paragraph (d)(1) of this clause:

i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the CONTRACTOR shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The CONTRACTOR shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments."

9. <u>Domestic Preferences for Procurements:</u>

<u>Domestic Preference for Procurements:</u>
The CONTRACTOR should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.
<u>For purposes of this clause:</u>
Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States."

10. <u>Build America, Buy America Act (BABAA) (*if applicable*):</u>

Contractors and their sub-contractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to the City of Fort Pierce with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by U.S. Treasury. Contractors and sub-contractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and sub-contractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to U.S. Treasury, the federal agency; subrecipients will forward disclosures to the pass- through entity, who will, in turn, forward the disclosures to U.S. Treasury.

11. Affirmative Socioeconomic Steps (*if applicable to this Contract*):

When possible, CONTRACTOR should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (*See U.S. Department of Labor's list*) take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(6) to ensure that small and minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are used when possible.

12. Access to Records. CONTRACTOR agrees to adhere as follows:

The CONTRACTOR agrees to provide City of Fort Pierce, Florida Department of Commerce, the U.S. Treasury Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The CONTRACTOR agrees to provide the U.S. Treasury Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the City of Fort Pierce and the CONTRACTOR acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the U.S. Treasury Administrator or the Comptroller General of the United States.

13. Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgement of Federal Funding:

This is an acknowledgement that US TREASURY financial assistance will be used to fund all or a portion of the contract. The CONTRACTOR will comply with all applicable federal law, regulations, executive orders, US TREASURY policies, procedures, and directives.

14. No Obligation by Federal Government:

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the recipient or subrecipient, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

15. Contract Changes or Modifications:

To be allowable under a federal grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

16. Program Fraud and False or Fraudulent Statements or Related Acts:

The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR's actions pertaining to this contract.

17. Copyright Materials (*if applicable*):

License and Delivery of Works Subject to Copyright

The CONTRACTOR grants to the City of Fort Pierce, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the CONTRACTOR will identify such data and grant to the City of Fort Pierce or acquire on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the CONTRACTOR will deliver to the City of Fort Pierce data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City of Fort Pierce.

18. Build America, Buy America Act (BABAA) (*Architectural and/or Engineering Contracts*):

Build America, Buy America Act Preference.

Contractors and sub-contractors agree to incorporate the Buy America Preference into planning and design when providing architectural and/or Engineering professional services for infrastructure projects. Consistent with the Build America, Buy America Act (BABAA) Pub. L. 117- 58 §§ 70901-52, no federal financial assistance funding for infrastructure projects will be used unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States."

19. **Publications**. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

20. **DHS Seal, Logo, and Flags:** CONTRACTOR must obtain written permission from DHS prior to using the DHS seals, logos, crests, reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., U.S. Treasury, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

EXHIBIT II
FEMA PUBLIC ASSISTANCE CONTRACT PROVISIONS

- This form is required only for purchases of more than $100,000 -

CERTIFICATION REGARDING LOBBYING
(Appendix A to 31 CFR Part 21 – New Restrictions on Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure

The CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____ Date: _____

Signature of CONTRACTOR
Authorized official

_____
(Print name of person signing above)

_____
(Print title of person signing above)

CONTRACTOR SELF-CERTIFICATION
REGARDING BUILD AMERICA BUY AMERICA (BABAA)

The undersigned certifies, to the best of his or her knowledge and belief, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies for any projects related to **Emergency Debris Removal Services** that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. All manufactured products purchased with federal financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor Authorized Official

Name and Title of Contractor Authorized Official

Date

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name:_____

Authorized Representative's Name and Title: _____

Address: _____

City:_____ State:_____ Zip Code:_____

Phone Number: _____ Email Address:_____

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By:_____ _____ _____

Authorized Signature | Printed Name and Title | Date

STATE OF FLORIDA
COUNTY OF _____

Sworn (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization

this ____ day of _____, 20____ by _____, who is

☐ personally known or
☐ produced identification (ID produced: _____).

Notary Public Signature: _____ (Seal)

Print Name: _____ My Commission Expires: _____

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: JASON ATKINSON, DIRECTOR OF PUBLIC WORKS, PUBLIC WORKS

FROM: CAMILLE WALLACE, ESQ., SENIOR ASSISTANT CITY ATTORNEY CAW

THROUGH: SARA HEDGES, CITY ATTORNEY SH

CAO RLS# / RE: MUTUAL BENEFIT AND USE AGREEMENTS – DEBRIS MONITORING/EMERGENCY DEBRIS REMOVAL SERVICES:

RLS#234	TRUE NORTH EMERGENCY MANAGEMENT, LLC
RLS#235	CUSTOM TREE CARE, INC.
RLS#236	DRC EMERGENCY SERVICES, LLC
RLS#237	BERGERON EMERGENCY SERVICES
RLS#238	CERES ENVIRONMENTAL SERVICES, INC.

DATE: AUGUST 22, 2025

I have reviewed the above Request for Legal Services (RLS) related to the Mutual Benefit and Use Agreements (MBUA) between the City of Fort Pierce and the above-named Contractors which piggybacks on St. Lucie County's contract for emergency debris removal. Please note the following comments:

1. Each MBUA has been revised to reflect the procurement and agreement history.
2. Each MBUA has been revised to reflect the new Term Period and additional provisions. Since these contracts may require debris removal services during a declared state of emergency event, I recommend incorporating contract provisions required should the city seek federal public assistance from FEMA (Federal Emergency Management Agency). Since St. Lucie County's contract with the Contractors does not include all contract language required for federal public assistance, I have drafted an Exhibit that does contain all required provisions.
3. Each MBUA contains language related to passage of SB 180 which requires a breach of contract provision for contracts entered into, renewed, or amended on or after July 1, 2025, requiring the service provider to pay a penalty in the event the provider breaches the contract during an emergency recovery period.
4. A redlined version of the MBUA for True North Emergency Management has been included with this Memo so changes made to all the other MBUAs can be tracked.

5. A clean version of each MBUA is included with this Memo which I recommend for template use for future MBUAs.
6. All MBUAs are approved as to form and correctness.
7. Recommendation: The Department should place all MBUAs on the Commission consent Agenda for review and approval *prior* to execution.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail. Thank you.

City Commission Regular Meeting - 5:05 PM **11. Y.**

Meeting Date: 09/02/2025

Re: Approve the Mutual Benefit and Use Agreement with Custom Tree Care Inc.

Submitted For: Jason Atkinson, Director of Public Works, Public Works

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SUBJECT:

Approve the Mutual Benefit and Use Agreement with Custom Tree Care, Inc., for Emergency Debris Removal Services for the 2025 Hurricane Season.

SUMMARY:

Approve the Mutual Benefit and Use Agreement with Custom Tree Care, Inc., for Emergency Debris Removal Services for the 2025 Hurricane Season

RECOMMENDATION:

Approve as recommended to the City Commission.

ALTERNATIVES:

Will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Public Works

COORDINATED WITH:

Finance Department, Purchasing Division

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2025

Account: N/A

Amount: To Be Determined

FISCAL IMPACT:

The cost is determined by quanity multiplied by unit pricing.

Attachments

MBUA for signature

Exhibit 1

Exhibit 2

Exhibit 3

RLS Approval

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	07/29/2025 01:31 PM
City Manager	Richard Chess	07/30/2025 08:58 AM
Form Started By: Jason Atkinson		Started On: 07/22/2025 01:39 PM
Final Approval Date: 08/11/2025		

MUTUAL BENEFIT AND USE AGREEMENT
ADOPTION OF ST. LUCIE COUNTY, CONTRACT C22-02-157
EMERGENCY DEBRIS REMOVAL SERVICES

WHEREAS it is foreseen that it may be in the public interest to provide for the expedient removal of disaster debris within the corporate limits of the City of Fort Pierce, FL resulting from a natural or manmade event; and

WHEREAS the public health and safety of all the citizens will be at serious risk; and

WHEREAS, the immediate economic recovery of the City of Fort Pierce, FL and its citizens is a major concern and the primary priority for recovery; and

WHEREAS, City of Fort Pierce, FL has a community of interest in St. Lucie County, FL with respect to the debris services that may be necessary to affect a recovery from an anticipated storm event; and

WHEREAS, on April 14, 2021, St Lucie County, FL received responses to RFP No. 21-037 for Emergency Debris Removal Services to which CTC Disaster Response, Inc. f/k/a Custom Tree Care, Inc. (hereinafter "Contractor") submitted a competitive proposal and was selected; and

WHEREAS, the City's Purchasing Policy allows for purchases to be made directly from any federal, state, county, city or other governmental contract providing that said contract was the result of a bona fide competitive process and is a current contract. As defined in this contract, the term "Piggyback" refers to City purchases made under the allowance in the City's Purchasing Policies; and

WHEREAS, City of Fort Pierce, FL has reviewed the solicitation, proposal, and evaluation related to the selection of the Contractor by St. Lucie County, FL and endorses the process and selection of Contractor; and

WHEREAS, City of Fort Pierce, FL has reviewed the Contract for Emergency Debris Removal Services between **St. Lucie County, FL and CTC Disaster Response, Inc. f/k/a Custom Tree Care, Inc**. commencing February 15, 2022, said contract being identified as**:** February 15, 2022, Contract No. C22-02-157, attached hereto as Exhibit "I", *and* has found the Scope of Services, prices, and terms, and conditions as set out in that Contract to be reasonable, acceptable, and of benefit to their citizens; and

WHEREAS, St. Lucie County, FL and Contractor entered in a First Amendment to the February 15, 2022, Contract No. C22-02-157 to revise Time of Performance/Term Period commencing February 15, 2022, and continuing through February 14, 2024; and

WHEREAS, St. Lucie County, FL and Contractor entered in a Second Amendment to the February 15, 2022, Contract No. C22-02-157 to revise Contract Payment, and Time of Performance/Term Period commencing February 15, 2022, and continuing through February 14, 2025; and

WHEREAS, St. Lucie County, FL and Contractor entered in a Third Amendment to the February 15, 2022, Contract No. C22-02-157 to revise Section 2-7.20 Debris Management Sites, the Unit Rate Price Schedule, Time of Performance/Term Period commencing February 15, 2022, and continuing through February 14, 2026; and

THEREFORE, having reached concurrence and acceptance of the procurement process and the contract stipulations, The City of Fort Pierce, FL agrees to enter into a contract with **CTC Disaster Response, Inc. f/k/a Custom Tree Care, Inc**. for Emergency Debris Removal Services under the original terms, conditions, and pricing of the February 15, 2022, Contract No. C22-02-157 with the additional terms as follows:

1. The above recitals are true and correct and incorporated herein.

2. The parties understand, acknowledge and agree that City of Fort Pierce shall be substituted for any reference to St. Lucie County, Florida or County and as user or buyer of the CONTRACTOR'S goods and/or services provided that such reference does not increase City of Fort Pierce's liability and/or responsibilities for goods and/or services beyond those specifically described in Exhibit I of this Agreement. The Parties' Agreement shall consist of these terms and conditions, Exhibit I, and Exhibit II (hereinafter referred to as the "Agreement"). If there is a conflict between these documents, then in order of preference the terms and conditions contained in this document control first, then Exhibit I, then Exhibit II.

3. CONTRACTOR agrees that Exhibit "II", FEMA Public Assistance Contract Provisions, shall be made part of the Agreement and apply (as applicable) to facilitate City of Fort Pierce's attempt to seek reimbursement from the Federal Emergency Management Agency ("FEMA Reimbursement"), of all, or a portion of, the payments made to CONTRACTOR by City of Fort Pierce. All references herein, to laws, regulations, or standards, shall also mean future amendments, and/or modifications, and/or changes to the same. Unless agreed to, otherwise in writing, signed by both Parties, under no conditions shall CONTRACTOR have a right, and/or claim, to recover any portion of the FEMA Reimbursement that is sought or may be sought by City of Fort Pierce.

4. **Address change for the City**: Notwithstanding the address and contract information for the government entity as set out in Exhibit "I", CONTRACTOR agrees to send notices and invoices to, and will conduct all business with:

City of Fort Pierce, Florida
Attention: Finance
100 N. U.S. Hwy 1, Fort Pierce, FL 34954
Telephone: (772) 467-3000
Email: dfaniel@cityoffortpierce.com

5. At all times, CONTRACTOR shall comply with Florida's public records laws. CONTRACTOR shall abide by all public records laws, and specifically: (1) Keep and maintain public records required by the public agency to perform the service; (2) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency; (4) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY OF FORT PIERCE'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@CITYOFFORTPIERCE.COM OR 772-467-3065; LOCATED AT 100 N. US HIGHWAY 1, FORT PIERCE, FL 34950.

6. Nothing contained in Exhibit "I", or this Agreement is intended to or shall be read to waive the City's Sovereign Immunity or to increase the limits thereto, pursuant to section 768.28, Florida Statutes.

7. All requirements of Section 448.095, Florida Statutes, shall be complied with by Contractor. In accordance with, Section 448.095, Florida Statutes, Contractor shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract. If Contractor enters into a contract with a subcontractor performing work or providing services on its behalf, Contractor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. Contractor shall, upon request, provide evidence of compliance with this provision to the City. An agreement terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the City terminates this Agreement with Contractor, Contractor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated. Contractor is liable for any additional costs incurred by the City as a result of the termination of this Agreement under Section 448.095, Florida Statutes.

8. CONTRACTOR acknowledges and agrees, in Exhibit "III", an affidavit made part of this Agreement, that CONTRACTOR does not use coercion for labor or services as attested to and signed by an officer or representative of CONTRACTOR in accordance with Florida Statute Section 787.06(13).

9. **Breach of Contract During Emergency Recovery Periods for Natural Emergencies**: As part of this Agreement for goods or services related to emergency response for a natural emergency entered into, renewed, or amended on or after July 1, 2025, and upon breach by CONTRACTOR during an emergency recovery period, CONTRACTOR shall pay a $5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages. As used in this section, the term "emergency recovery period" means a 1-year period that begins on the date that the Governor initially declared a state of emergency for a natural emergency.

Having full authority, the parties do hereby complete this Agreement by signing below:

Custom Tree Care, Inc.	**City of Fort Pierce, FL**
Authorized Signature	Authorized Signature
Printed Name	Printed Name
Title	Title
Date	Date

C22-02-157

EMERGENCY DEBRIS REMOVAL CONTRACT

THIS CONTRACT, made this 15th day of February, 2022, between ST. LUCIE COUNTY, a political subdivision of the State of Florida, hereinafter called the "COUNTY", and CUSTOM TREE CARE, INC., or his, its or their successors, executors, administrators, and assigns hereinafter called the "CONTRACTOR":

WITNESSETH:

1. **PURPOSE**

That Contractor agrees with County, for the consideration herein mentioned, at his, its or their own proper cost and expense to do all the Work and furnish all the materials, equipment, supplies, and labor necessary to carry out this Contract in the manner and to the full extent as set forth in the Contract Documents, and to the satisfaction of the duly authorized representatives of St. Lucie County, who shall have at all times full opportunity to inspect the materials to be furnished and the Work to be done under this Contract.

2. **GENERAL DESCRIPTION OF WORK/SCOPE OF SERVICES**

It is agreed that the Work to be done under this Contract is: **Emergency Debris Removal** as further described in St. Lucie County Request for Proposals **RFP# 21-037**, made a part hereof by this reference. Scope of Services are including, but not limited to the following:

- Emergency Road Clearance
- ROW Vegetative Debris Removal
- ROW C&D Debris Removal
- Demolition, Removal, Transport and Disposal of Non-RACM Structures
- Demolition, Removal, Transport and Disposal of RACM Structures
- DMS(s) Management, Operations and Reduction through Grinding
- DMS(s) Management, Operations and Reduction through Above Ground Air Curtain Incineration
- Haul-Out of Reduced Debris to a County Approved Final Disposal Site
- Removal of Hazardous Trees and Hangers
- Removal of Hazardous Stumps
- ROW White Goods Debris Removal
- Household Hazardous Waste (HHW) Removal, Transport and Disposal
- E-Waste Removal
- Abandoned Vehicle and Vessel Removal
- Dead Animal Carcasses

The Contractor shall be capable of assembling, directing and having the capacity to manage a major workforce, with multiple subcontractors, that can be fully operational in debris management operations and to cover the expenses of a major recovery prior to being paid by the County. Established

management teams must be in place. The Contractor shall have the resources to provide the equipment and personnel necessary to cover a major disaster. The Contractor shall be able to assemble trucks, equipment, materials and crews immediately following a disaster, giving the County of Deltona priority status.

The Contractor shall contact County Project Manager at a minimum of forty-eight (48) hours prior to a hurricane event or immediately upon the occurrence of a debris-generating incident within St. Lucie County for which there is no advance warning. After a disaster occurs, a designated St. Lucie County employee will contact the Contractor holding the Disaster Debris Removal and Disposal contract to advise them of the County intent to activate the contract for removal and disposal of disaster debris. Before work begins, the County will issue a written Notice to Proceed. Within eight (8) hours of receiving the Notice to Proceed, the Contractor will send a management team to report to the County Project Manager to begin planning for the operations and mobilizing the personnel and equipment as necessary to perform the work. Mobilization by the Contractor shall begin within twenty-four (24) hours of notification by the County. Within seventy-two (72) hours of receipt of the Notice to Proceed, the Contractor shall be fully established and continue debris removal operations. The Contractor shall make every effort to be at the disaster site within the stated time frame. The removal and disposal work must be conducted in a systematic and predictable manner.

Under this Contract, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the County's Debris Manager. Work shall also include the clearing and removing of any and all "eligible" debris as most currently defined (at the time Notice to Proceed is issued and executed by the County for the Contractor) by the FEMA Public Assistance grant program guidelines in FEMA's PAPPG, all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies, and as directed by the County Debris Manager. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. The aforementioned definition of "eligible" applies to all uses throughout Scope of Services items 2-7.1 through 2-7.16. Work will include: (1) examining debris to determine whether or not debris is eligible; (2) loading the debris; (3) hauling debris to County approved DMS(s) or County approved Final Disposal Site(s); (4) reducing disaster related debris; (5) hauling reduced debris to a County approved Final Disposal Site; and (6) disposing of reduced debris at a County approved Final Disposal Site. Debris not defined as eligible by FEMA, state or federal DSGs or policies will not be loaded, hauled, or dumped under this contract unless written instructions to do so are given to the Contractor by the County Debris Manager. It shall be the Contractor's responsibility to load, transport, reduce, and properly dispose of any and all disaster generated debris which is the result of the event under which the Contractor was issued Notice to Proceed, unless otherwise directed by the County Debris Manager in writing.

3. **PROJECT MANAGER**

The Project Manager for the County is George Landry at (772) 462-1846. The Project Manager for the Contractor is Greg Gathers at (785) 478-9805.

The parties shall direct all matters arising in connection with the performance of this Contract, other than invoices and notices, to the attention of the Project Managers for attempted resolution or action. Except as otherwise provided for in this Contract, the Project Managers shall be responsible for overall resolution or action. The Project Managers shall be responsible for overall coordination and

oversight relating to the performance of this Contract. The Project Manager, however, has no authority to approve or execute Change Order Work except as set forth in the County Purchasing Manual.

The Contractor shall keep during the term of this Contract a competent Project Manager, any necessary assistants, all satisfactory to the County's Project Manager. The Contractor shall not use a Project Manager to whom the County has made reasonable and timely objection. The Contractor shall not change their Project Manager without the County's consent. The County's Project Manager shall be able to reach the Contractor's Project Manager at their cell number. The Contractor shall give sufficient superintendence to the work using his best skill and attention. At any time the County's Project Manager, with or without cause, may request that the Contractor replace any individual with an individual acceptable to the County.

4. CONTRACT DOCUMENTS

The Contract Documents which comprise the Contract between the County and the Contractor are attached hereto and made part hereof and consist of the following:

A. This Contract, consisting of pages 01 through 33 inclusive.

B. Contractor's Proposal, consisting of 20 pages, including:
   - Form 1 – Proposer Information and Authorization Signature
   - Form 2 – Non-Collusion Affidavit
   - Form 3 – Corporate Resolution
   - Form 4 – Confirmation of Drug-Free Workplace
   - Form 5 – Public Entity Crime Affidavit
   - Form 6 – Hold Harmless and Indemnity Agreement
   - Form 7 – Certification Regarding Debarment & Suspension
   - Form 8 – Anti-Lobbying Certification
   - Form 9 – Hourly Labor, Equipment and Material Price Schedule and the Unit rate Price Schedule

C. RFP Documents, consisting of 76 pages

D. Addenda No. 01

E. Insurance Certificates which shall be provided by the Contractor, along with the return of an executed copy of this Contract.

F. Any Modifications, including change orders, duly delivered after execution of this Contract.

Except for duly authorized and executed Modifications including but not limited to change orders and contract amendments, any conflict between the terms and conditions of this Contract and the terms and conditions of any of the other contract documents shall be interpreted in favor of this Contract.

5. PERFORMANCE GUARANTY

That Contractor guarantees to repair, replace or otherwise make good to the satisfaction of the County any defect in workmanship or material appearing in the Work; and further guarantees the successful performance of the Work for the service intended. Neither inspection nor payment, including final payment, by the County shall relieve the Contractor or its Surety from his or its obligations to do and complete the Work in accordance with this Contract. If the County deems it inexpedient to require the Contractor to correct deficient or defective Work, an equitable deduction from the contract price shall be

made therefore or in the alternative, if the expense incurred by the County to correct deficient or defective Work exceeds the unpaid balance on this Contract, the Contractor shall pay the difference to the County. The liability of the Contractor and its surety or sureties for such payment is joint and several.

6. **TERM/TIME OF PERFORMANCE**

Term: The term of this contract shall be for a period of one (1) year beginning on the date first written above. Upon mutual written agreement, this Contract may be extended for three (3) additional one-year renewal terms pursuant to the same terms and conditions.

Work Hours: The Contractor shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed 7 days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the County and the Contractor. Unless otherwise directed, the Contractor must be capable of conducting volumetric reduction operations at DMS locations on a 24 hour, 7 days a week basis. No work will be performed on recognized County holidays without prior approval of the County Debris Manager.

Time of Completion: The services shall commence upon the written notice to proceed from the County Project Manager or his designee, and the project shall be completed in accordance with the individual project schedule.

7. **DELAY DAMAGES**

It is mutually agreed between the parties hereto that time is of the essence in the performance of this Contract. In the event the Work is not completed within the time herein the County will suffer damages, the amount of which is difficult if not impossible to ascertain. It is agreed, therefore, that from the compensation otherwise to be paid to the Contractor, the County may retain the sum as follows per calendar day for each day thereafter, Sundays and holidays included, that the Work remains uncompleted and/or as indicated.

(A) The Contractor shall pay the County, as liquidated damages, **$1000.00** (one thousand and 00/100 dollars) per calendar day of delay to mobilize in the County with the resources required to begin debris removal operations, within seventy-two (72) hours of being issued Notice to Proceed.

(B) The Contractor shall pay the County, as liquidated damages, **$500.00** (five hundred and 00/100 dollars) per load of disaster debris collected in the County that is not disposed of at a County approved DMS or County approved Final Disposal Site and/or any associated fines levied by a third party. Application of liquidated damaged does not release the Contractor of all liability associated with hauling and depositing material to an unauthorized location.

(C) The Contractor shall pay the County, as liquidated damages, **$500.00** (five hundred and 00/100 dollars) per incident where the Contractor fails to repair damages that are caused by the Contractor or subcontractor(s). Application of liquidated damages does not release the Contractor from the responsibility of resolving or repairing damages

This sum shall represent the liquidated damages which the County will have sustained per calendar day from the inconvenience and expense caused to the County by the delay in the completion of the Work. This sum is not a penalty, being the liquidated damages the County will have sustained in event of such default by the Contractor. The County reserves the right to additionally recover direct job site expenses incurred during the period of any delay. The Contractor shall be liable for liquidated damages even if the Contract is terminated by the County for cause or if the Contractor abandons the Work. The liability of the Contractor and its surety or sureties for damages provided by this Article is joint and several.

8. **CONTRACT PAYMENT**

The County shall pay the Contractor for the performance of this Contract and completion of the project in accordance with the Contract Documents: Pursuant to Form #9 Hourly Labor, Equipment and Materials Price Schedule attached

9. **PAYMENT TERMS/SCHEDULE**

The County shall make payments on account of the Contract as follows:

Payment to the Contractor shall be due within 30 calendar days after the date on which the payment request or invoice is stamped as received by the County.

A five percent (5%) retainage will be withheld from each invoice until the end of the project. In order to release the retainage, the Contractor(s) must successfully complete the project, and receive a letter of completion from the County, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the County to repair damages caused by the Contractor(s) to public or private property.

The County may reject the payment request or invoice in writing within 20 calendar days after the date on which the payment request or invoice is stamped as received by the County, which shall specify the deficiency and the action necessary to correct the deficiency and to make the payment request or invoice proper. Payment of a corrected payment request or invoice, or rejection thereof, shall be made 10 business days after the date the corrected payment request or invoice is stamped as received as by the County. All applications for payment submitted by the Contractor shall reference the County's Contract number.

If a dispute between the County and the Contractor cannot be resolved by the procedure in this subsection, then the dispute must be resolved in accordance with the dispute resolution procedure set-forth in this Contract. If the County disputes a portion of the payment request or invoice, then the undisputed portion shall be paid timely in accordance with this subsection.

As a part of this Contract, if the Contractor receives payment then the Contractor must remit undisputed payment due to subcontractors and suppliers within 10 calendar days after contractor's receipt of payment. A subcontractor who receives payment must remit undisputed payment due to those subcontractors and suppliers within 7 calendar days after subcontractor's receipt of payment.

The County shall pay the Contractor through payments issued by the County Finance Department, upon receipt of the certified invoice from the County Project Manager. The parties agree, however, that

any payments withheld as liquidated damages or for any other reason allowed by this Contract, shall not be governed by the Florida Prompt Payment Act.

a. The County, or its authorized representative, will monitor, verify, and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Contractor will be provided with copies of this documentation. These documents will be used by the Contractor as backup data for invoice submittals. Work not ticketed or not authorized by the County will not be approved for payment. Additionally, any ticket submitted for payment must be legible and properly completed. Tickets missing loading address, truck number, certified capacity, collection monitor signature, disposal site, load call, or disposal monitor signature will not be paid, nor will the County be responsible for unpaid incomplete tickets.

b. If tasked with private property and FHWA-ER funded roadway debris removal operations, these will be invoiced separately from ROW collection removal operations. The County reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, white goods, or other scope of service items), program (ROW collection, private property debris removal, etc.), or both.

c. Invoices shall be submitted to the County's authorized representative on a bi-weekly basis unless otherwise direct by the County. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the County. Invoice detail submittals will be checked against County records. County records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the County authorized representative to the County for payment.

d. No separate payment will be made for mobilization and demobilization operations. These costs are included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.

e. The Contractor is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Contractor shall execute release waivers with all subcontractors to release the County from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the County prior to final retainage release.

f. Payment for disposal cost incurred by the Contractor at County approved Final Disposal Sites will be made at the cost incurred by the Contractor. The County will either coordinate payment of disposal costs directly with the Final Disposal Site or require the Contractor to pay the disposal fees and then invoice the County. The Contractor shall submit a copy of all invoice(s) received by the County approved Final Disposal Site, an electronic copy tabulating all scale or load tickets issued by the County approved Final Disposal Site, and proof of Contractor payment to the County approved Final Disposal Site. The County will not render payment for disposal costs until the Contractor submits applicable disposal site permits or site information for each authorized Final Disposal Site.

g. Contractor must submit a final invoice within 30 calendar days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the County Debris

Manager. The final invoice must be marked "FINAL INVOICE" and no additional payments will be made after the Contractor's final invoice.

h. In the event any portion of this scope of work is to be funded by State or Federal funds, the Contractor will comply with all requirements of the state or federal government applicable to the use of the funds.

i. The Contractor will retain all records pertaining to the services and the contract for these services and make them available to the County for a period of 7 years following receipt of final payment for the services referenced herein. In the event litigation ensues or the County challenges a decision by FEMA to disallow or de-obligate costs incurred under the contract, then Contractor shall retain all records hereunder for a period of 7 years after conclusion of the litigation or FEMA dispute, including any and all appeals.

10. **SUBCONTRACTORS**

The County prefers that the Contractor provide all services needed to comply with the Contract. Should a subcontractor be needed, the Contractor will be the sole point of contact and have sole responsibility for all issues. It is the responsibility of the Contractor to ensure that subcontractors needed to be used during the collection and disposal of disaster debris shall comply with the scope of work initiated to support this project. In the event Contractor requires the services of any subcontractor or professional associate in connection with the Work to be performed under this Contract, the Contractor shall secure the written approval of the County Project Manager before engaging such subcontractor or professional associate.

11. **AUDIT**

The Contractor agrees that the County or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Contract. The Contractor agrees that payment(s) made under this Contract shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Contract. The Contractor shall refund by check payable to the County the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, whichever is sooner.

12. **PUBLIC RECORDS**

The Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Contract. Specifically, the Contractor shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in state law or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Upon completion of the Contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All record stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology system of the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772)462-1441, BellamyS@stlucieco.org, COUNTY ATTORNEY'S OFFICE 2300 VIRGINIA AVENUE, FORT PIERCE, FL 34982

13. **ACCESS TO RECORDS**

The following access to records requirement applies to this Contract:

(i) Contractor agrees to provide the County, the State agency, the administrator of the federal awarding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(ii) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(iii) Contractor agrees to provide the administrator of the federal awarding agency or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

(iv) In compliance with the Disaster Recovery Reform Act of 2018, the County and Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the administrator of the federal awarding agency or the Comptroller General of the United States.

14. **GUARANTEE**

The Contractor guarantees to repair, replace or otherwise make good to the satisfaction of the County any defects in workmanship or material appearing in the work within one year after the day of the certificate for final performance of the work for the service intended. Contractor further guarantees the successful performance of the work for the service intended. Neither inspection nor payment, including final payment by the County shall relieve the Contractor from his or its obligations to do and complete the work in accordance with this contract. If the County deems it inexpedient to require the Contractor to correct deficient or defective materials or labor, an equitable deduction from the contract price shall be made therefore or in the alternative, the County may sue for damages. This guarantee is in addition to any other warranty available to the County for the Work including but not limited to manufacturers warranties.

15. **CONTRACTOR RESPONSIBILITY**

The Contractor is an independent contractor and is not an employee or agent of the County. Nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor, between the County and the Contractor, its employees, agents, subcontractors, or assigns, during or after the performance of this Contract. The Contractor shall take the whole responsibility for the means, methods, techniques, sequences, and production of the Work.

The Contractor shall bear all losses resulting to him, or its, on account of the amount or character of the Work, or because of the nature of the ground beneath, in or on which the Work is done is different from what was assumed or expected, or because of bad weather, or because of errors or omissions in his or its bid on the Contract price, or except as otherwise provided in the Contract Documents because of any other causes whatsoever. Execution of this Contract by the Contractor is a representation that the Contractor has visited the site, has conducted a sufficient investigation of the surface and sub-surface conditions in order to submit its bid, has become familiar with the local conditions under which the Work is to be performed, and correlated personal observations with the requirements of the Contract Documents.

The Contractor shall protect the entire Work, all materials under the Contract and the County's property (including machinery and equipment) in, or on, or adjacent to the site of the Work until final completion and Work, from the action of the elements, acts of other contractors, or except as otherwise provided in the Contract Documents, and from any other causes whatsoever; should any damage occur by reason of any of the foregoing, the Contractor shall repair at his, or its, own expenses to the satisfaction of the County or its Project Manager. Neither the County nor its officers, employees or agents assume any responsibility for collection of indemnities or damages from any person or persons causing injury to the Work of the Contractor.

At his, or its expense, the Contractor shall take all necessary precautions (including without limitation) the furnishing of guards, fences, warnings signs, walks, flags, cables and lights for the safety of and the prevention of injury, loss and damage to persons and property (including without limitation) in the term persons, members of the public, the County and its employees and agents, the Project Manager and his employees, Contractor's employees, his or its subcontractors and their respective employees, other contractors, their subcontractors and respective employees, on, about or adjacent to the premises where said Work is being performed, and shall comply with all applicable provisions of safety laws, rules, ordinances, regulations and orders of duly constituted public authorities and building codes.

The Contractor assumes all risk of loss, damage and destruction to all of his or its materials, tools appliances and property of every description and that of his or its subcontractors and of their respective employees or agents, and injury to or death of the Contractor, his or its employees, subcontractors or their respective employees or agents, including legal fees, court costs or other legal expenses, arising out of or in connection with the performance of this Contract.

16. **INDEMNIFICATION**

The Contractor covenants and agrees at all times to save, hold, and keep harmless the County, State of Florida, the Federal Government its Officials, Employees, and Agents, and indemnify the County, its Officials, Employees, and Agents, against any and all claims, demands, penalties, judgments, court costs, reasonable attorney's fees for personal injury and loss of property to the extent arising out of or in any way connected or arising out of the Contractor's negligence, recklessness or intentional wrongful conduct in the performance of this Agreement. The Contractor hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided. It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.06 (Chapter 725).

The Contractor, without exemption, shall indemnify and hold harmless, the County, State of Florida, the Federal Government its employees, representatives and elected officials from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Contractor. Further, if such a claim is made, or is pending, the Contractor may, at its option and expense, procure for the County the right to use, replace, or modify the item to render it non -infringing. If none of the alternatives are reasonably available, the County agrees to return the article on request to the Contractor and receive reimbursement. If the Contractor used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the Contract prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

17. **INSPECTION**

The project will be inspected by the Project Manager and will be rejected if it is not in conformity with the Contract provisions. Rejected Work will be immediately corrected by the Contractor. When the Work is substantially completed, the Contractor shall notify the County in writing that the Work shall be ready for final inspection on a definite date, at least three (3) calendar days thereafter, which shall be stated in such notice.

18. **INSURANCE**

Each such General Liability Certificate shall include the following wording: **"St. Lucie County, its officers, agents and employees are named as additional insured with respect to the work performed under this contract for the RFP No. 21-037, Emergency Debris Removal"**.

A. **Commercial General Liability:**

The Contractor shall maintain and, prior to commencement of this contract, provide the County with evidence of commercial general liability insurance to include: 1) premises for limits of not

less than $1,000,000 per occurrence; and 2) a general aggregate limit of not less than $2,000,000. The policy shall also provide the County will be given a thirty (30) day written notice of cancellation or non-renewal and include County as an additional insured.

B. **Business Automobile Liability:**

The Contractor shall maintain and, prior to commencement of this contract, provide the County with evidence of business automobile liability insurance to include: 1) coverage for any automobile for limits of not less than $1,000,000 combined single limit (bodily injury & property damage) per accident and 2) Personal Injury Protection (Florida no-fault) with full statutory limits. The policy shall also provide the County will be given a thirty (30) day written notice of cancellation or non-renewal.

C. **Workers' Compensation and Employers Liability:**

The Contractor shall maintain and, prior to commence of this contract, provide the County with evidence of workers' compensation insurance providing Florida statutory (F.S. 440) limits to cover all employees and include Employers Liability coverage with limits of not less than $500,000 for accidents or disease. The policy shall also provide the County will be given a thirty (30) day written notice of cancellation or non-renewal.

19. **DEFAULT; TERMINATION**

A. FOR CAUSE

If the Contractor fails to fulfill its obligations under this Contract in a timely and proper manner, the County shall have the right, but not the obligation, to terminate this Contract by giving written notice of any deficiency and by allowing the party in default seven (7) calendar days to correct the deficiency. If the Contractor fails to correct the deficiency within the seven calendar day period, this Contract shall terminate at the expiration of that time period.

With regard to the Contractor, the following items shall be considered a default under this Contract:

(1) If the Contractor should be adjudged bankrupt, or if he, or it, should make a general assignment for the benefit of his, or its, creditors, or if a receiver should be appointed on account of his, or its, insolvency.

(2) If the Contractor should refuse or fail, except in cases for which an extension of time is provided, to supply enough properly skilled workmen or proper material to meet the project schedule or if the Contractor should fail to make prompt payment for materials, or labor or other services entering into the Work.

(3) If the Contractor disregards laws, ordinances, or the instructions of the Project Manager or otherwise be guilty of a substantial violation of the provisions of the Contract.

(4) Fails to perform any of the terms of this Contract or performs work which fails to conform to the requirements of this Contract.

In the event of termination, the County may take possession of the premises and all materials, tools, and appliances, thereon and finish the Work by whatever method it may deem expedient. In such cases, the Contractor shall only be entitled to receive payment for Work satisfactorily completed prior to the termination date, subject to any setoffs due the County in completing the Project and for reimbursement of damages incurred. The County may take possession of and use any materials, plant, tools, equipment, and property of any kind furnished by Contractor to complete the Work. If the expense incurred by the County to finish the Work exceeds the unpaid balance on this Contract, the Contractor shall pay the difference to the County. The expense incurred by the County as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Project Manager. The Contractor shall be responsible for both liquidated damages attributable to delay and for excess completion costs. The liability of the Contractor and its surety or sureties for such damages and costs is joint and several. The obligations of the Contractor and his surety with respect to the warranty and maintenance shall remain in full force and effect for the portion of the Work completed by the Contractor and shall not expire until the expiration of the prescribed time period measured from the final acceptance of the project in its entirety. These clauses shall survive the termination of this Contract. If the County makes a determination pursuant to this Contract to hold the Contractor in default and terminate the Contract for cause and it is subsequently determined that any such determination was improper, unwarranted, or wrongful, then any such termination shall be deemed for all purposes as a termination without cause as described below. The Contractor agrees that it shall be entitled to no damages, allowances or expenses of any kind other than as provided in this Agreement in connection with such termination, and does expressly waive, in the event of termination, any and all claims for consequential damages, loss of bonding capacity, destruction of business, unabsorbed home office overhead, lost profit and the like.

B. TERMINATION FOR CONVENIENCE

Either party may terminate the Contract without cause at any time upon thirty (30) calendar days prior written notice to the other party. In the event of termination, the County shall compensate the Contractor for all authorized work satisfactorily and responsibly completed through the termination date. Upon such termination, the Contractor waives any claims for damages from the termination without cause, including without limitation, any and all consequential claims as set forth above, and as the sole right and remedy of the Contractor, the County shall compensate the Contractor for all authorized Work satisfactorily and responsibly completed through the termination date.

This Contract may be terminated, in whole or in part, without cause, in accordance with the terms specified herein; or, if none specified, the County may terminate this Contract in whole or in part, for any reason, with ten days' written notice to Contractor. In the event termination is exercised under this provision, Contractor will be compensated for work performed and accepted and goods accepted by the County as of the termination date. Contractor will also be compensated for any work performed by subcontractors and goods or supplies ordered which Contractor could not reasonably terminate. In no event shall Contractor be entitled to any other compensation on a termination without cause, including any lost profits or loss of opportunity.

C. SCRUTINIZED COMPANIES TERMINATION

The County may immediately terminate the Contract without cause at any time upon ascertaining that pursuant to § 287.135, Florida Statutes, a company is ineligible to, and may not, bid on, submit a

proposal for, or enter into or renew a contract with an agency or local government entity for goods or services if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, or at any time thereafter, the company: (1) is on the Scrutinized Companies that Boycott Israel List, created pursuant to § 215.4725, Florida Statutes, or is engaged in a boycott of Israel; (2) is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to § 215.473, Florida Statutes; or (3) is engaged in business operations in Cuba or Syria. Furthermore, the County may immediately terminate the Contract if it is determined that the company submitted a false certification stating that it was not (1) on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel; (2) was not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (3) or was not engaged in business operations in Cuba or Syria when in fact the company was engaged in such activities at the time of the bid or proposal, or at the time of entering into or renewing the Contract.

20. **NON DISCRIMINATION**

Contractor covenants and agrees that Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of the Contract with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex or physical handicaps (except where based on a bonafide occupational qualification); or because of marital status, race, color, religion, national origin or ancestry.

21. **E-VERIFY/ VERIFICATION OF EMPLOYMENT STATUS**

Effective as of January 1, 2021, as required by Section 448.095(2)(a), the Contractor and subcontractor shall register with and use the E-Verify System to verify the work authorization status of all newly hired employees. The County, Contractor, or subcontractor may not enter into a Contract unless each party to the Contract registers with and uses the E-Verify System. The Contractor shall provide documentation of their compliance of this requirement to the County upon request.

If the Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of this Contract.

The County will not intentionally award contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions of the Immigration and Nationality Act ("INA"). The County shall consider the employment by the Contractor of unauthorized aliens a violation of 8 U.S.C. Section 1324a(e) [Section 274A(e) of the INA]. The Contractor agrees that such violation by the Contractor shall be grounds for the unilateral cancellation of this Contract by the County.

22. **PRODUCTS OR MATERIALS WITH RECYCLED CONTENT**

Contractor is required to procure products or materials with recycled content with respect to Work performed or products supplied under the contract when those products or materials are available at reasonable prices. A decision to not procure such items must be based on a determination that such procurement:

a) Is not available within a reasonable period of time; or

b) Fails to meet the performance standards set forth in the applicable specifications or fails to meet the reasonable performance standards of the agency.

Contractor shall provide the County with a written statement indicating what recycled products were used or supplied. If a decision was made not to use recycled products, Contractor shall provide County with a written statement indicating the basis for the decision using the above criteria.

23. **FLORIDA PRODUCED LUMBER**

Where applicable Contractor agrees to comply with the provisions of Section 255.20, Florida Statutes, as may be amended from time to time.

24. **ASBESTOS-FREE MATERIALS**

Contractor shall not use any asbestos or asbestos-based fiber materials in the Work performed under this Contract.

25. **ASSIGNMENT**

The County reserves the right to freely assign this Contract. The Contractor, however, shall not assign this Contract to any other persons or firm without first obtaining County's written approval. In addition, the Contractor shall not have the right to assign any or all of its rights and interests under this agreement to any subsidiary or parent company, or any successor to its business through merger, consolidation, voluntary sale, or transfer of substantially all of its assets without the express written consent of the County. For purposes of this paragraph, a transfer of substantially all of its assets shall be deemed to occur when the owner(s) of more than 50% of the proprietary interest in the business entity transfer, other than between themselves, their immediate families or their heirs, such proprietary interest to another person, firm, partnership, corporation or business entity. Any attempt to effect an assignment without County's prior written consent shall be deemed a default subject to the remedies provided herein.

26. **NOTICES**

All notices, requests, consents, and other communications required or permitted under this Contract shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to:

As to County:
St. Lucie County Administrator
Administration Annex
2300 Virginia Avenue
Ft. Pierce, FL 34982

With a Copy To:
St. Lucie County Attorney
Administration Annex
2300 Virginia Avenue
Ft. Pierce, FL 34982

As to Contractor:
Custom Tree Care, Inc.
Attn: Greg Gathers
6021 SW 29th Street PMB #130
Topeka, Kansas 66614
Phone: (785) 478-9805
Email: ggathers@customtreecare.com

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

27. **NON-WAIVER**

The rights of the parties under this Contract shall be cumulative and the failure of either party to exercise properly any rights given hereunder shall not operate to forfeit any of the said rights.

28. **CONFLICT OF INTEREST**

The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes and as may be amended from time to time. The Contractor further represents that no person having any interest shall be employed for said performance.

The Contractor shall promptly notify the County in writing by certified mail of all potential conflicts of interest prohibited by existing state law for any prospective business association, interest or other circumstance which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of Work that the Contractor may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion by certified mail within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the County shall so state in the notification and the Contractor shall, at his/her option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Contractor under the terms of this Contract.

29. **DISPUTE RESOLUTION**

Any disputes relating to interpretation of the terms of this Contact or a question of fact or arising under this Contract shall be resolved through good faith efforts upon the part of the Contractor and the County or its Project Manager. At all times, the Contractor shall carry on the work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the County or its representatives, pending a final resolution of the dispute, including, if necessary, any determination by a Court of competent jurisdiction. Any dispute which is not resolved by mutual

agreement shall be decided by the County Administrator who shall reduce the decision to writing. The decision of the County shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

30. **MEDIATION**

Prior to initiating any litigation concerning this Contract, the parties agree to submit the disputed issue or issues to a mediator for non-binding mediation. The parties shall agree on a mediator chosen from a list of certified mediators available from the Clerk of Court for St. Lucie County. The fee of the mediator shall be shared equally by the parties. To the extent allowed by law, the mediation process shall be confidential and the results of the mediation or any testimony or argument introduced at the mediation shall not be admissible as evidence in any subsequent proceeding concerning the disputed issue.

31. **ANTITRUST ASSIGNMENT**

The Contractor and the County and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida and local governments. Therefore, the Contractor assigns to the State of Florida and the County any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

32. **INTERPRETATION; VENUE**

This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Contract may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Contract shall be interpreted as a whole unit and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this Contract, venue shall be exclusively in the Nineteenth Judicial Circuit for St. Lucie County, Florida, for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

33. **CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

If the Contractor intends to subcontract any portion of the Services covered by this Agreement, the Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

34. **DAVIS-BACON ACT**

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and
(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis–Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis–Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers

and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal awarding agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal awarding agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 C.F.R. 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the federal awarding agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the federal awarding agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this

section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 C.F.R. part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 C.F.R. part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the federal awarding agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. 5.12.

(4) Apprentices and trainees—

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program,

who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 C.F.R. 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 C.F.R. part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 C.F.R. 5.5(a)(1) through (10) and such other clauses as the federal awarding agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 C.F.R. 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 C.F.R. 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 C.F.R. 5.12.

(8) Compliance with Davis–Bacon and Related Act requirements. All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 C.F.R. parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 C.F.R. 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis–Bacon Act or 29 C.F.R. 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

35. **COPELAND ANTI-KICKBACK ACT**

(i) Contractor. The contractor shall comply with 18 U.S.C. § 874,40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

(ii) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the federal awarding agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(iii) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as contractor and subcontractor as provided in 29 C.F.R. § 5.12.

36. **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Contract, Contractor agrees as follows:

(i) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(iv) Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) Contractor will furnish all information and reports required by Executive Order 11246 of September

24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States. The County further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

The County agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractor and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The County further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with Contractors debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the County agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the County under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such State; and refer the case to the Department of Justice for appropriate legal proceedings.

37. **CONTRACTING WORK HOURS AND SAFETY STANDARDS ACT**

(A) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(B) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

(C) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor or any other federally- assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

38. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

Any discovery or invention that arises during the course of the Contract shall be reported to the County. Contractor must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the federal awarding agency.

39. **CONTRACTING COMPLIANCE WITH CLEAN AIR AND CLEAN WATER ACT**

A. COMPLIANCE WITH CLEAN AIR ACT

(i) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(ii) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State Recipient, the federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.

(iii) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by the Federal Government.

B. COMPLIANCE WITH CLEAN WATER ACT

(i) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

(ii) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State Recipient, the federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.

(iii) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by the Federal Government.

40. **SUSPENSION AND DEBARMENT**

Federal regulations restrict the County from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. The Contractor can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

(A) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(B) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(C) This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to FDEM and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(D) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C during the term of this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

41. **BYRD ANTI-LOBBYING AMENDMENT**

By executing this Contract, Contractor makes the certification below, which is found at APPENDIX A, 44 C.F.R. PART 18. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(iii) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

42. **PROCUREMENT OF RECOVERED MATERIALS**

(i) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;

2. Meeting contract performance requirements; or

3. At a reasonable price.

(ii) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

(iii) Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

43. **REMEDIES**

If any work performed by the Contractor fails to meet the requirements of the Contract, any other applicable standards, codes or laws, or otherwise breaches the Contract, the County may exercise any remedies provided in the original Contract to which this addendum is made a part; or, if none specified, the County may in its sole discretion:

(i) elect to have Contractor re-perform or cause to be re-performed at Contractor's sole expense, any of the work which failed to meet the requirements of the Contract;

(ii) hire another Contractor to perform the work and deduct any additional costs incurred by the County as a result of substituting Contractors from any amounts due to Contractor; or

(iii) pursue and obtain any and all other available legal or equitable remedies.

This Section shall in no way be interpreted to limit the County's right to pursue and obtain any and all other available legal or equitable remedies against Contractor.

44. **DOMESTIC PREFERENCE REQUIREMENTS**

As appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this paragraph must be included in all subcontracts and purchase orders for work or products under this Contract. For purposes of this paragraph:

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

45. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

(i) As used in this paragraph, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services as used in this paragraph—

(ii) Prohibitions

1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

2. Unless an exception in this paragraph applies, Contractor and its Subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the federal government to:

A. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

B. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

C. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

D. Provide, as part of its performance of this Contract, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(iii) Exceptions

1. This paragraph does not prohibit Contractor from providing—

A. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

B. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

2. By necessary implication and regulation, the prohibitions also do not apply to:
   A. Covered telecommunications equipment or services that:
      - Are not used as a substantial or essential component of any system; and
      - Are not used as critical technology of any system.
      - Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(iv) Reporting requirement

1. In the event Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during performance of the Services set forth in this Contract, or Contractor is notified of such by a Subcontractor at any tier or by any other source, Contractor shall report the information in the manner stated below to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

2. Contractor shall report the following information pursuant to this paragraph:

   A. Within one business day from the date of such identification or notification: The Contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

   B. Within 10 business days of submitting the information above: Any further available information about mitigation actions undertaken or recommended. In addition, Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(v) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (E), in all subcontracts and other contractual instruments.

46. **CHANGES**

Any changes to the scope of work, price, or schedule shall be in writing and agreed to by Parties.

47. **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

This is an acknowledgement that federal financial assistance will be used to fund the Contract, in whole or in part. Contractor will comply will all applicable federal law, regulations, executive orders, federal awarding agency policies, procedures, and directives.

48. **LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS**

The Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

49. **DHS SEAL, LOGO AND FLAGS**

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

50. **NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the County, Contractor, or any other party pertaining to any matter resulting from the contract.

51. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

52. **SAFE WORKING ENVIRONMENT**

The Contractor must at all time provide a safe working environment, including properly constructed monitoring towers.

Loading site monitors shall be responsible for checking the area for safety considerations, such as downed power lines, children playing in the area, traffic control needs, and safe operation of trucks and equipment; implementing all safety requirements; performing a pre-work inspection of debris collection areas before loading to identify the location of covered utility meters, transformers, fire hydrants, mail boxes, etc., as a baseline to account for any collateral damage as a result of the debris removal operation; and ensuring that debris loads are contained properly before leaving the loading area.

Tower and site monitors shall be responsible for checking the area for safety considerations, such as downed power lines, children playing in the area, traffic control needs, and safe operation of trucks and equipment; and implementing all safety requirements.

Field supervisors shall be responsible for being familiar with, maintaining, and implementing all safety requirements.

53. **LOAD TICKET SYSTEM REQUIREMENTS**

The Contractor must employ the use of a load ticket system that complies with FEMA requirements. Load tickets prepared by loading site monitors must include the following information:

- Contract number (identified by a number or name)
- Prime contractor's name
- Date
- Truck number
- Truck driver's name
- Description of the debris (Vegetation, Construction & Demolition Debris, White Goods, Household Hazardous Waste)
- Load location (GPS or address preferred)
- Loading date/time (departure from collection location)
- Loading Site Monitor name/signature

Load tickets prepared by tower or site monitors must include the following information:

- Truck capacity in cubic yards or tons
- Load size, either cubic yards (percent of capacity) or tons
- Unloading location
- Unloading date/time (arrival at disposal site)
- Tower/Site Monitor name/signature

54. **QUALIFICATIONS OF MONITORS AND STAFF**

The Contractor shall utilize only monitors that are trained and possess skills adequate to fulfill their duties. Labor rates paid to monitors shall be commensurate with skill level required by the job function. Professional engineers and professional qualifications are not required to perform debris monitoring duties. The Contractor must ensure its staff is familiar with FEMA debris removal eligibility criteria.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement in counterparts each of which shall be treated as an original upon the terms and conditions above stated.

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

ATTEST:

Vera Smith

DEPUTY CLERK

BY: Sean Mitchell

CHAIR

COUNTY COMMISSIONERS ST. LUCIE COUNTY, FLORIDA

APPROVED AS TO FORM AND CORRECTNESS:

COUNTY ATTORNEY

WITNESSES:

(1) _____

(2) _____

CUSTOM TREE CARE, INC.

BY: _____

PRINT NAME: Greg Gathers

TITLE: President

FORM #1 PROPOSER INFORMATION AND AUTHORIZED SIGNATURE

Proposer (Company) Name: Custom Tree Care, Inc.

F.E.I.N. or Social Security Number: 48-1245968

Mailing Address: 6021 SW 29th St. PMB #130

City, State, Zip: Topeka, KS 66614

Telephone Number: 785-478-9805 Fax Number: 785-478-4195

E-mail Address ggathers@customtreecare.com

Type of Entity: ☒ Corporation ☐ Partnership ☐ Proprietorship ☐ Joint Venture ☐ Other

State of Incorporation: Kansas Year of Incorporation: 2001

This Proposal is hereby submitted by the above-named entity ("Proposer") to St. Lucie County, Florida 20-033 for Emergency Debris Removal Services ("RFP"), having examined the solicitation and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies; and to provide the service in accordance with the terms and specifications set forth in the RFP at the prices provided in this Proposal. The prices in this Proposal will remain firm for a period of up to 90 days in order to allow the County adequate time to evaluate the Proposal. These prices are to cover all expenses incurred in performing the work required under the awarded contract, of which this RFP and Proposal is a part.

Proposer accepts all of the terms and conditions of the RFP. Proposer understands that a background investigation may be conducted by the County prior to award. Proposer hereby agrees to commence work under contract on or before a date to be specified in a written "Notice to Proceed" of the County.

Proposer has examined and carefully studied the Solicitation Documents and the following addendum receipt of which is hereby acknowledged:

No. 1 Dated: 4/7/2021 No. _____ Dated: _____

No. _____ Dated: _____ No. _____ Dated: _____

Proposer certifies that all information contained in this Proposal is truthful to the best of the undersigned's knowledge and belief. Undersigned certifies that it is duly authorized to submit this Proposal on behalf of the Proposer as its act and deed and that the Proposer is ready, willing, and able to perform if awarded the contract.

Authorized Signature (original, in ink): _____

Type or Printed Name: Greg Gathers

Title: President

FORM #2 NON-COLLUSION AFFIDAVIT

STATE OF Kansas;
COUNTY OF Shawnee;

Greg Gathers being first duly sworn, deposes and says that:

1. The undersigned is the President (Owner, Partner, Officer, Representative or Agent) of Custom Tree Care, Inc. (PROPOSER).

2. PROPOSER is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Bid;

3. Such Proposal is genuine and is not a collusive or sham proposal;

4. Neither the said PROPOSER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other PROPOSER, firm, or person to submit a collusive or sham proposal in connection with the Contract for which the attached Proposal has been submitted; or to refrain from responding to the RFP in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any PROPOSER, firm, or person to fix the price or prices in the attached Proposal or any other PROPOSER, or to fix any overhead, profit, or cost element of the pricing or the pricing of any other proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against COUNTY, or any person interested in the proposed Contract;

5. The price of items quoted in the attached Proposal are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any other of its agents, representatives, owners, employees or parties in interest.

By: [signature]

Sworn to and subscribed before me on this 9th day of March, 2021 by Greg Gathers who ☒ is personally known to me or who ☐ has presented the following type of identification: _____.

Signature of Notary Public, State of ~~Florida~~ Kansas	Notary seal (stamped in black ink) OR printed, typed or stamped name of Notary and Commission Number
[signature]	STATE NOTARY PUBLIC KANSAS LISA JOHNSON NOTARY PUBLIC STATE OF KANSAS My Appt. expires 9/9/2024

1175151

FORM #3 CORPORATE RESOLUTION

I, Maura Gathers, Secretary of Custom Tree Care, Inc., a Corporation organized and existing under the laws of the State of Kansas, hereby certify that at a meeting of the Board of Directors of the Corporation duly called and held on March 9th, 2021 at which a quorum was present and acting throughout, the following resolutions were adopted and are now in full force effect:

RESOLVED that the following individuals of this corporation are authorized to execute on behalf of this corporation, a Proposal to and Agreement with St. Lucie County, Florida for the provision of Emergency Debris Removal Services.

I further certify that the names of the officers of this corporation and any other persons authorized to act under this resolution and their official signatures are as follows:

NAME	TITLE	OFFICIAL SIGNATURE
Greg Gathers	President	
Maura Gathers	Secretary	

IN WITNESS THEREOF, I have hereunto subscribed my name as Secretary and affixed the seal of the corporation this 9th day of March, 2021

FORM #4 CONFIRMATION OF DRUG-FREE WORKPLACE

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087 Florida Statutes). In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or Contractual services that are under Bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contenders to, any violation of Chapter 893 Florida Statutes or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after the conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature of Proposer's Authorized Representative

FORM #5 PUBLIC ENTITY CRIME AFFIDAVIT

Any person submitting a quote, bid or proposal in response to this invitation must execute the enclosed form PUR. 7069, SWORN STATEMENT UNDER SECTION 287.133 (3)(A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with his quote, bid or proposal. If you are submitting a quote, bid, or proposal on behalf of dealers or suppliers who will ship commodities and receive payment from the resulting contract, it is your responsibility to see that copy (s) of the form are executed by them and are included in your quote, bid or proposal. Corrections to the form will not be allowed after the quote, bid or proposal opening time and date. Failure to complete this form in every detail and submit it with your quote, bid or proposal may result in immediate disqualification of your bid or proposal.

The 1988 Florida Legislature passed Senate Bill 458 creating Sec. 287, 132-133, Florida Statutes, effective 7-1-89. Sec. 287.132 (3)(d), Florida Statutes requires the Florida Department of General Services to maintain and make available to other political entities a "convicted vendor" list consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. A public entity crime is described by Sec. 287.133, Florida Statute as a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or with an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

By law no public entity shall accept any bid from, award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statute for category two (currently $10,000) with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133 (3)(f), Florida Statute.

The attached statement or affidavit will be the form to be utilized and must be properly signed in the presence of a notary public or other officer authorized to administer oaths and properly executed.

The inclusion of the sworn statement or affidavit shall be submitted concurrently with your bid documents. Non-inclusion of this document may necessitate rejection of your bid.

FORM #5 PUBLIC ENTITY CRIME AFFIDAVIT

SWORN STATEMENT UNDER SECTION 287.133 (3) (A), FLORIDA STATUTES
ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

STATE OF Kansas;
COUNTY OF Shawnee;

1. This sworn statement is submitted to St. Lucie County, Florida.

2. This sworn statement is submitted by Custom Tree Care, Inc. (name of entity submitting sworn statement) whose business address is 6021 SW 29th St. PMB #130, Topeka, KS 66614 and (if applicable) its Federal Employer Identification Number (FEIN) is 48-1245968.

3. My name is Greg Gathers and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b) Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and

agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133 (1)(e), FLORIDA STATUTES, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

8. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

__X__ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND, (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

FORM #5 PUBLIC ENTITY CRIME AFFIDAVIT

Signature

Sworn to and subscribed before me on this 9th day of March, 2021
by Greg Gathers who [X] is personally known to me or who
☐ has presented the following type of identification:
_____.

Signature of Notary Public, State of ~~Florida~~ Kansas	Notary seal (stamped in black ink) OR printed, typed or stamped name of Notary and Commission Number
	STATE NOTARY PUBLIC KANSAS LISA JOHNSON NOTARY PUBLIC STATE OF KANSAS My Appt. expires 9/9/2024 1175757

FORM #6 HOLD HARMLESS AND INDEMNITY AGREEMENT

Custom Tree Care, Inc., agrees through signing of this document by an authorized party or agent that the Proposer shall indemnify and hold harmless the County and its officers; and employees, from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers and employees may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Proposer and persons employed or utilized by the Proposer in the performance of the awarded contract. The Proposer shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The Proposer expressly understands and agrees that any insurance protection required by the awarded contract or otherwise provided by Proposer shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Signature of Proposer's Authorized Representative

3/9/2021
Date

FORM #7 CERTIFICATION REGARDING DEBARMENT & SUSPENSION

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the CONTRACTOR (referred to herein as the "prospective lower tier participant") is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The

knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AN VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Custom Tree Care, Inc.
CONTRACTOR Company Name

21-037
Contract Number

Greg Gathers
Name

President
Title

Signature

3/9/2021
Date

FORM #8 ANTI-LOBBYING CERTIFICATION

CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Custom Tree Care, Inc.
CONTRACTOR Name

Signature of Contractor's Authorized Official

Greg Gathers, President
Name and Title of Contractor's Authorized Official

3/9/2021
Date

FORM #9 SCHEDULE 1 – HOURLY LABOR, EQUIPMENT, AND MATERIAL PRICE SCHEDULE

Equipment Type with Operator Category	Estimated Hours	Hourly Labor Rate	Total Extended Price
Air Curtain Burner, Self-contained System	350	130	45,500
50' Bucket Truck	350	155	54,250
Crash Truck w/impact Attenuator	140	80	11,200
Dozer, Tracked, D3 or Equivalent	70	110	7,700
Dozer, Tracked, D4 or Equivalent	140	115	16,100
Dozer, Tracked, D5 or Equivalent	210	125	26,250
Dozer, Tracked, D8 or Equivalent	210	165	34,650
Dump Truck, 16 +/- CY	140	100	14,000
Dump Truck, 20 +/- CY	210	100	21,000
Dump Truck, 38 +/- CY	210	110	23,100
Generator, 5.5 kW, List kW Capacity	140	25	3,500
Generator, 200 kW, List kW Capacity	140	65	9,100
Generator, 2,500 kW, List kW Capacity	210	410	86,100
Light Plant with Fuel and Support	350	25	8,750
Grader w/12" Blade (Min. 30,000 LB)	70	130	9,100
Hydraulic Excavator, 1.5 CY	140	135	18,900
Hydraulic Excavator, 2.5 CY	140	135	18,900
Knuckleboom Loader	350	195	68,250
Lowboy Trailer w/Tractor	140	110	15,400
Mobile Crane up to 15 ton	140	100	14,000
Pump, 95 HP (minimum 25' intake & 200' discharge to include fuel and support personnel)	70	38	2,660
Pump, 200 HP (minimum 25' intake & 200' discharge to include fuel and support personnel)	70	69	4,830
Pump, 650 HP (minimum 25' intake & 200' discharge to include fuel and support personnel)	70	110	7,700
Vac Truck (Mist Capacity), List capacity	210	270	56,700

FORM #9 SCHEDULE 1 – HOURLY LABOR, EQUIPMENT, AND MATERIAL PRICE SCHEDULE

Pickup Truck, I ton	70	25	1,750
Skid-Steer Loader, 1,500 LB operating capacity (w/utility grapple)	140	65	9,100
Skid-Steer Loader, 2,500 LB operating capacity (w/utility grapple)	140	85	11,900
Compact Track Loader, 1,500 LB operating capacity (w/utility grapple)	140	65	9,100
Compact Track Loader, 2,500 LB operating capacity (w/utility grapple)	140	85	11,900
Tub Grinder, 800 to 1,000 HP	350	525	183,750
Hydraulic Excavator, 1.5 CY (w/thumb)	140	140	19,600
Hydraulic Excavator, 2.5 CY (w/thumb)	140	140	19,600
Truck, Flatbed	70	60	4,200
Articulated, Telescoping Scissor Lift for Tower, 15 HP/37 ft. Lift	350	25	8,750
Water Truck, 2,500 gal (Non-potable, dust control and pavement maintenance)	350	70	24,500
Wheel Loader, 3 CY, 152 HP	140	140	19,600
Wheel Loader, 4.0 CY, 200 HP	140	140	19,600
Wheel Loader, 1.5 CY, 95 HP	210	130	27,300
Equipment with Operator Grand Total Extended Price:			948,290.00
Others not listed in labor category – Please list below			

Labor Category	Estimated Hours	Hourly Labor Rate	Total Extended Price
Operations Manager w/cell phone and ½ ton pick-up truck	70	75	5,250
Crew Foreman w/cell phone and one ton equipment truck w/small tools and miscellaneous supplies in support of crew	140	55	7,700

FORM #9 SCHEDULE 1 – HOURLY LABOR, EQUIPMENT, AND MATERIAL PRICE SCHEDULE

Tree Climber/Chainsaw and gear	350	75	26,250
Laborer w/Chainsaw and gear	350	45	15,750
Laborer w/small tools, traffic control or flag person	350	40	14,000
Bonded and Certified Security Personnel	140	75	10,500
Labor Category Grand Total Extended Price:			79,450.00
Others not listed in labor category – Please list below			

Crew Category	Estimated Hours	Hourly Labor Rate	Total Extended Price
Wheel Loader, 2.5 CY, 950 or Similar w/operator, Foreman with support vehicle and small equipment, Laborer w/chain saw and 2 laborers w/small tools	350	320	112,000
Crew Category Grand Total Extended Price:			112,000.00
Others not listed in crew category – Please list below			

GRAND TOTAL OF SCHEDULE 1 (Total extended price of all 3 Categories)	$1,139,740.00

FORM #9 SCHEDULE 2 – UNIT RATE PRICE SCHEDULE

References for each category of work are to RFP Scope of Services Items 2-7.2 through 2-7.16. If a vendor elects to "No Bid" individual service offerings, its proposal may be considered non-responsive to the County.

2.7-2. Vegetative Debris Removal – Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to a County approved debris management site (DMS) or County approved final disposal site.

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	100,000	7.00	700,000	70.00
16 to 30 Miles	125,000	7.75	968,750	77.50
31 to 60 Miles	75,000	7.99	599,250	79.90
Greater than 60 Miles	50,000	8.09	404,500	80.90

2-7.3. C&D Debris Removal – Work consists of the collection and transportation of eligible C&D on the ROW or public property to a County approved final disposal site.

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	15,000	7.00	105,000	70.00
16 to 30 Miles	25,000	7.75	193,750	77.50
31 to 60 Miles	25,000	7.99	199,750	79.90
Greater than 60 Miles	15,000	8.09	121,350	80.90

2-7.4. Demolition, Removal, Transport & Disposal of Non-RACM Structures – Work consists of the decommissioning, demolition and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a County approved final disposal site.

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	5,000	14.00	70,000	140
16 to 30 Miles	10,000	14.50	145,000	145

31 to 60 Miles	10,000	14 95	149,500	149 50
Greater than 60 Miles	5,000	15 20	76,000	152 00

2-7.5. Demolition, Removal, Transport & Disposal of RACM Structures – Work consists of the decommissioning, demolition and disposal of RACM structures on public or private property and hauling the resulting debris to a County approved final disposal site.

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	5,000	19 95	99,750	199 50
16 to 30 Miles	10,000	20 45	204,500	204 50
31 to 60 Miles	10,000	20 90	209,000	209 00
Greater than 60 Miles	5,000	21 15	105,750	211 50

2-7.6. DMS Operation and Reduction Through Grinding – Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through grinding. The costs associated with acquiring, preparing, leasing, renting, operating and remediating land used as DMS as reflected in this RFP.

	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
	175,000	3 49	610,750	34 90

2-7.7. DMS Management & Reduction by Air Curtain Incineration – Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through air curtain incinerators. The costs associated with acquiring, preparing, leasing, renting, operating and remediating land used as DMS as reflected in this RFP.

	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
	175,000	2 49	435,750	24 90

2-7.8. Haul-out of Reduced Debris to a County Approved Final Disposal Site – Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County approved final disposal site.

FORM #9 SCHEDULE 2 – UNIT RATE PRICE SCHEDULE

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	6,100	3.20	19,520	32.00
16 to 30 Miles	9,100	3.70	33,670	37.00
31 to 60 Miles	15,000	4.40	66,000	44.00
Greater than 60 Miles	30,000	4.99	149,700	49.90

2-7.9. Removal of Hazardous Trees and Hangers – Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Item 2, Vegetative Debris Removals

Diameter	Estimated Quantity	$ Per Tree	Total	
6 inch to 12.99 inch diameter	1,500	48	72,000	
13 inch to 24.99 inch diameter	1,000	138	138,000	
25 inch to 36.99 inch diameter	750	248	186,000	
37 inch to 48.99 inch diameter	300	348	104,400	
49 inch to larger diameter	100	398	39,800	
Hanger Removal (per Tree)	3,000	78	234,000	

2-7.10. Removal of Hazardous Stumps – Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to a County Approved DMS. Rate includes removal, backfill of stump hole, reduction and final disposal.

Diameter	Estimated Quantity	$ Per Stump	Total	
24.1 inch to 36.99 inch diameter	500	195	97,500	
37 inch to 48.99 inch diameter	250	295	73,750	
49 inch and larger diameter	1	495	495	

2-7.12. ROW White Goods Debris Removal – Work consists of the removal of eligible white goods from the ROW to a County approved DMS site or County approved facility for recycling. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible white goods from the County approved DMS to a County approved facility for recycling.

Type of Debris	Estimated Quantity	$ Per Unit	Total	
A/C Units, refrigerators and freezers requiring refrigerant recovery and decontamination	250	45	11,250	
Washers, dryers, stoves, ovens and hot water heaters	500	40	20,000	

2-7.13. Household Hazardous Waste Removal, Transport and Disposal – Work consists of the collection, transportation and disposal of household hazardous waste from the ROW to a County approved permitted hazardous waste facility or MSW type I landfill.

	Estimated Quantity	$ Per Pound	Total	
	10,000	4.00	40,000	

2-7.14. E-Waste Removal – Work consists of the recovery and disposal of televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.

	Estimated Quantity	$ Per Unit	Total	
	250	30	7,500	

2-7.15. Abandoned Vehicle Removal – Work consists of the removal and transport of eligible abandoned vehicles.

Type of Vehicle	Estimated Quantity	$ Per Unit	Total	
Passenger Car	50	200	10,000	
Single Axle	25	200	5,000	

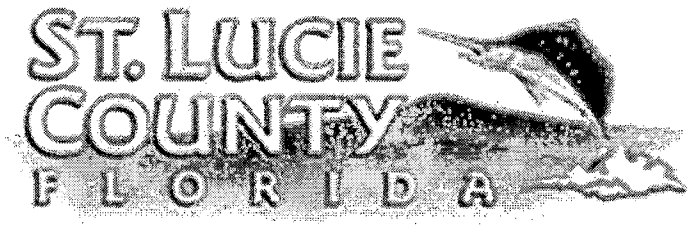
Double Axle	25	425	10,625	
2-7.15. Abandoned Vessel Removal – Works consists of the removal and transport of eligible abandoned vessels.				
Length of Vessel	Estimated Quantity	$ Per Unit	Total	
Vessels less than 20 linear feet	75	35	2,625	
Vessels 21 linear feet or greater	50	49	2,450	
2-7.16. Dead Animal Carcasses – Work consists of the recovery and disposal of dead animal carcasses.				
	Estimated Quantity	$ Per Pound	Total	
	10,000	1.00	10,000	
GRAND TOTAL OF SCHEDULE 2		$6,732,635.00		

Custom Tree Care, Inc.
CONTRACTOR Name

Signature of Contractor's Authorized Official

Greg Gathers, President
Name and Title of Contractor's Authorized Official

3/9/2021
Date



REQUEST FOR PROPOSALS

RFP No. 21-037
Emergency Debris Removal

Due Date: Wednesday, April 14, 2021
Due Time: 3:00 P.M.

ST. LUCIE COUNTY BOARD OF COUNTY COMMISSIONERS
PURCHASING DEPARTMENT
2300 VIRGINIA AVENUE
FORT PIERCE, FLORIDA 34982
P (772) 462-1700
F (772) 462-1704

ST. LUCIE COUNTY BOARD OF COUNTY COMMISSIONERS

LEGAL NOTICE

REQUEST FOR PROPOSAL (RFP)

RFP No. 21-037
Emergency Debris Removal

Sealed Proposals from qualified firms or individuals to provide emergency debris removal services as listed in Request for Proposal No. **21-037** will be received at the St. Lucie County Purchasing Department, 2300 Virginia Avenue, Room 228, Fort Pierce, Florida 34982, **until 3:00 p.m. Local Time, on Wednesday, April 14, 2021,** at which time this RFP will be publicly declared closed.

Proposal documents may be obtained via download from www.DemandStar.com or by contacting the Office of the Purchasing Department at 2300 Virginia Avenue, Room 228, Fort Pierce, Florida, 34982, (772) 462-1700.

Proposers may not withdraw their proposals for a period of 90 calendar days after the day set for the opening of Proposals.

St. Lucie County reserves the right to waive informalities, to reject any and all RFP submittals, and to accept any RFP submittals or any combination of RFP submittals, which in its sole judgment will best serve the public interest.

CAUTION: It is the bidder's/proposer's responsibility to ensure that bids/proposals are received in the Purchasing Department prior to the date and time specified above. Receipt of a bid/proposal in any other County office does not satisfy this requirement.

St. Lucie County is an Equal Opportunity/Affirmative Action Employer.

Publish Date: Sunday, March 7, 2021

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PART I: GENERAL INFORMATION

1-1 DEFINITIONS

For the purposes of this Request for Proposals ("RFP"), Proposer shall mean contractors, consultants, respondents, organizations, firms, or other persons submitting a response to this Request for Proposals.

1-2 INVITATION TO PROPOSE; PURPOSE

The Board of County Commissioners, St. Lucie County, Florida (the "Board") solicits proposals from responsible Proposers to provide emergency debris removal services.

1-3 ISSUING OFFICE AND LOCATION OF PROPOSAL OPENING

St. Lucie County Purchasing Department
Administration Annex, Room 228
2300 Virginia Avenue
Fort Pierce, Florida 34982

1-4 CONTRACT AWARDS

The Board anticipates entering into a contract with the Proposer who submits the proposal judged by the Board to be most advantageous. The Board reserves the right to award a contract to other than the lowest price offeror. The Board reserves the right to award more than one contract if in its best interest.

The Proposer understands that this RFP does not constitute an agreement or a contract with the Proposer. An official contract or agreement is not binding until proposals are reviewed and accepted by the Board and both the Board and the successful Proposer approve a written agreement or contract.

The Board reserves the right to reject all proposals, to waive any informalities, and to solicit and re-advertise for other proposals.

1-5 DEVELOPMENT COSTS

Neither the Board nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

1-6 INQUIRIES

The County will not respond to oral inquiries. Proposers may submit written inquiries for interpretation of this RFP to:

Desiree Cimino – Purchasing Manager
St. Lucie County Purchasing Department
Administration Annex, Room 228
2300 Virginia Avenue
Fort Pierce, Florida, 34982.
Fax Number: 772-462-1704
E-mail: ciminod@stlucieco.org

The County will respond to written inquiries as noted below.

The County will record its responses to inquiries and any supplemental instructions in the form of a written addendum. It will be the Proposers responsibility to make sure all addendums are received.

1-7 TIMETABLES

The Board and the Proposers shall adhere to the following schedule in all actions concerning this RFP.

A. On March 7, 2021, the Board issues the RFP.

B. From March 7, 2021 to April 7, 2021, the County will receive and answer inquiries received by e-mail at ciminod@stlucieco.org.

C. The County must receive the proposals by 3:00 PM on April 14, 2021.

D. From opening time, County staff will review and evaluate the proposals on a timely basis.

E. The Board may enter into a contract after conducting negotiations and obtaining appropriate approvals. The County will notify unsuccessful Proposers at this time.

1-8 DELAYS

The County may delay scheduled due dates if it is to the advantage of the County. The County will notify Proposers of all changes in scheduled due dates by written addenda.

1-9 PROPOSAL SUBMISSION AND WITHDRAWAL

The County will receive proposals at the following address:

St. Lucie County Purchasing Department
Administration Annex, Room 228
2300 Virginia Avenue
Fort Pierce, Florida 34982

To facilitate processing, please mark the outside of the envelope as follows:

"RFP No. 21-037 Emergency Debris Removal"

The envelope shall also include the Proposer's return address.

Proposers shall submit one unbound original (hardcopy), one electronic copy on flash drive and six bound hard copies of the proposal in a sealed, envelope, box, or container marked as noted above. The Proposer may submit the proposal in person or by mail.

The County must receive all proposals by 3:00 PM on April 14, 2021.

Due to the irregularity of mail service, the County cautions Proposers to assure actual delivery of proposals to the County prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (772) 462-1700 before proposal opening time. Proposals received after the established deadline will be returned unopened to the Proposer.

Proposers may withdraw their proposals by notifying the County in writing at any time prior to the opening. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity and provide a signed receipt for the proposal. Proposals, once opened, become the property of the County and will not be returned to the Proposers. Upon opening, proposals become "public records" and shall be subject to public disclosure in accordance with Chapter 119, Florida Statutes.

1-10 IRREGULARITIES; REJECTION OF PROPOSALS

Proposals not meeting stated minimum terms and qualifications may be rejected by the County as non-responsive or irregular. However, the County reserves the right to waive any irregularities, technicalities or informalities in any proposal. The County reserves the right to reject the Proposal of any Proposer in arrears or in default upon any debt or contract to the Board of County Commissioners of St. Lucie County or who have failed to perform faithfully any previous contract with the County or with other governmental jurisdictions.

1-11 ADDENDA

If revisions become necessary, the County will post written addenda on www.DemandStar.com at least five days prior to the opening date to all Proposers who receive the RFP.

1-12 EQUAL OPPORTUNITY

The County recognizes fair and open competition as a basic tenet of public procurement and encourages participation by small and minority businesses, women's business enterprises, and labor area surplus firms (as listed by the U.S. Department of Labor at https://www.doleta.gov/programs/lsa.cfm). The County requests these businesses to submit evidence of such classification with their proposals.

1-13 ORAL PRESENTATION

At its discretion, the County may require any Proposer to make an oral presentation of the proposal. These presentations provide an opportunity for the Proposer to clarify the proposal for the County. The County will schedule any such presentations.

1-14 INSURANCE

The Proposer, if awarded a contract, shall maintain insurance coverage reflecting the minimum amounts and conditions required by the County.

1-15 LOBBYIST DISCLOSURE REQUIREMENT

Pursuant to Article IV of Chapter 1-2 of the Code of Ordinances of St. Lucie County, Florida, any professional consultant who utilizes the services of a lobbyist as defined in Section 1-2-62 is required to make full disclosure with the Clerk of the Board prior or concurrently with the submission of a proposal to the Board for the performance of any services for the Board. Such disclosure shall include the following:

A. The name of any lobbyist employed directly or indirectly by the consultant for the purpose of influencing or attempting to influence the selection of the professional consultant by the Board.

B. The name and address of the lobbyist.

C. The length of such agreement, contract or understanding and the amount of any fee, gratuity, compensation or consideration paid or promised to be paid to the lobbyist either before or after hiring whether or not same is set out as compensation for the lobbying or is for other services. The disclosure shall be filed with the Clerk on forms provided by the Board and such records shall be open to the public.

Further, contractors that apply or bid for an award of $100,000 or more that may be funded in whole or in part with Federal funds must also submit the anti-lobbying certification attached hereto as Form #8.

1-16 FEASIBILITY STUDIES

The County has established a policy that any professional consultant that contracts with the County as an advisor as to the feasibility of any County capital project, shall not be eligible to participate in any future design work on that project that might become necessary as a result of the consultant's advice. The Board of County Commissioners (the "Board") may determine to waive this policy by majority vote if the Board determines that there is a compelling reason to waive the policy.

1-17 FUNDING

The County intends to seek reimbursement for the costs of the contract from the Federal Emergency Management Agency (FEMA). Accordingly, the contractor will be required to comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

PART II: SCOPE OF WORK

2-1 INTRODUCTION

St. Lucie County Board of County Commissioners is seeking proposals from qualified firms to provide professional services for the collection and disposal of disaster debris collection activities for the County. The Contractor is expected to be extremely knowledgeable in Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) regulations, guidelines and operating policies. The Contractor will advise and support the County during a disaster recovery effort and will be responsible for the overall collection and disposal of debris. This will include services to remove, process and lawfully dispose of disaster generated debris (other than hazardous materials and household putrescible garbage) from public property and public right of way in St. Lucie County in response to an emergency event such as, but not limited to, hurricane, tornadoes, flooding, fires or other natural or manmade disaster(s). The Contractor shall coordinate with the County's current disaster debris monitor consultant(s) and the County to insure a compliant, well-managed and organized approach to debris collection and disposal.

The purpose of this Request for Proposal (RFP) is to put in place an indefinite delivery/quantity agreement for the collection and disposal management and support services based upon the specifications detailed herein. Work authorizations will be issued against the Agreement, as necessary to complete work.

2-2 ST. LUCIE COUNTY BACKGROUND

St. Lucie County is located on the Atlantic Coast of Florida between Martin County to the south and Indian River County to the north. St. Lucie County covers a total area of 688.10 square miles of which 575.5 square miles is land and 115.6 square miles is water area. The county encompasses the incorporated cities of Port St. Lucie and St. Lucie Village and the City of Ft. Pierce (county seat).

The entire county had a large growth rate over the last 50 years, growing from a population of 50,836 in 1970 to 344,041 in 2020. The population of the unincorporated areas of the County is 71,620.

2-3 PROJECT INTENT

The Scope of Work is an integrated part of the Contract Documents and as such will not stand alone if used independently. The intent of these documents is to set forth requirements of performance. It is also intended to include all labor and materials, equipment, tools and transportation necessary for the proper execution of the Work, to require new material and equipment unless otherwise indicated, and to require complete performance of the Work in spite of omission of specific reference to any minor component part and to include all items necessary for the proper execution and completion of the Work by the Contractor.

Performance by the Contractor shall be required only to the extent consistent with these documents and reasonably inferable from them as being necessary to produce the intended results.

The Scope of Work is to be used as a general guide and is not intended to be a complete list of all work necessary to complete the project. The successful Contractor shall have broad experience in the areas of providing the collection and disposal of disaster debris, and any additional or required tasks, as deemed necessary to complete the project successfully.

The scope of work performed by the Contractor shall adhere and be followed in accordance with the guidelines set forth within the most current version of FEMA's Public Assistance Program and Policy Guide, FP-104-009-2 (the "PAPPG") (as of this writing the current version is version 4.0, published June 1, 2020). The PAPPG supersedes FEMA 321 / Public Assistance Policy Digest, FEMA 322 / Public Assistance Guide, and FEMA 325 / Public Assistance Debris Management Guide, although Contractor may still consult these resources for general guidance. The collection, removal, and disposal of debris work requires that workers are performing eligible work in accordance with any public assistance guidelines including but not limited to Federal, State and Local regulations.

The purpose of this solicitation is to establish one or more contracts to provide services to remove, process, and lawfully dispose of disaster generated debris (other than hazardous materials and household putrescible garbage) from public property and public right of way in St. Lucie County, Florida in response to an emergency event such as, but not limited to, hurricane(s), tornadoes, flooding, fire or other natural or manmade disaster(s). The County is seeking proposals from highly qualified Vendor(s) with experience in the specialized management of disaster response labor for the removal of debris along with the preparation, response, recovery and mitigation phases of any emergency or disaster. Vendors must have the capability and ability to rapidly respond to wide scale debris volumes typically produced in hurricanes, tornadoes and other disaster types as well as small scale debris volumes.

The Vendor must handle debris management activities in St. Lucie County in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Health (FDH), Natural Resources Conservation Services (NRCS), and the Florida Department of Environmental Protection (FDEP) in conjunction with the County's needs. The Vendor shall have an excellent understanding of the documentation involved for the reimbursement from FEMA, FHWA, or Other Federal Agencies, and the State relief programs to make the process of cost recovery efficient and accurate. The processes and documentation required will be in strict compliance with FEMA, FHWA, or Other Federal Agencies, and other State relief programs regulations regarding eligibility.

Contracts must meet rules for Federal grants, as provided for in Title 2 Code of Federal Regulations (CFR) Part 200, (§ 200.317-200.327, Procurement Standards) in order to be eligible for reimbursement under the Public Assistance Program.

NOTE: This solicitation is not a request for Emergency Debris Monitoring Services. The County currently has separate contracts to provide that service. This RFP is specifically for Emergency Debris Removal Services. Vendors shall not include proposals that include Debris Monitoring Services. One or more Vendor(s) may be selected to provide differing elements or levels of scope of work in accordance with the capabilities and extent of involvement each respondent proposes. Contracts issued resulting from this RFP shall only be activated in the event of a declared emergency. There is no guarantee any contract resulting from this RFP will be activated or any work will be performed.

Scope of services under this contract includes, but is not limited to:

2-4 DELIVERY AND COMPLETION OF WORK FROM THE DATE OF THE NOTICE TO PROCEED

The County will issue the official Notice to Proceed for the services referenced in this RFP and resulting contract. The Notice to Proceed shall be sent via facsimile, mail, or email. Under no circumstances shall the County be liable for any services rendered unless the written Notice to Proceed has been sent and received by the Vendor(s). The Vendor(s) must acknowledge receipt of the written Notice to Proceed. Time for completion may be considered a factor in determining the vendor to whom a Notice to Proceed will be made.

Upon Notice to Proceed and mobilization, the Vendor shall provide the County with a reasonable time frame in which the work will be completed. The County will use the Vendor's estimate to develop a period of performance for work to be completed. This period of performance may be adjusted at the County's discretion. All work shall be performed in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the vendor(s), except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the original completion date so that a revised delivery schedule can be appropriately considered by the County.

Should the vendor(s) to whom the contract(s) is awarded fail to complete the work within the number of days as stated in its offer, it is hereby agreed and understood that the County reserves the authority to cancel the contract with the vendor and to secure the services of another vendor to complete the work. If the County exercises this authority, the County shall be responsible for reimbursing the vendor for work which was completed and found acceptable to the County in accordance with the contract specifications. The County may, at its option, demand payment from the vendor, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the County as a result of having to secure the services of another vendor. If the incumbent vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

2-5 PROTECTION OF PROPERTY

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest shall be protected against damage or interrupted services at all times by the vendor during the term of the contract; and the vendor shall be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the vendor's operation on the property. In the event the vendor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the vendor.

2-6 TERMS AND DEFINITIONS

Definitions are provided for those terms listed below.

a. **Authorized Representative** – County employees and/or contracted individuals designated by the County or County Debris Manager to take actions as described in this RFP and the resulting Contract.

b. **Chipping or Mulching** – see Grinding.

c. **Cleanup Crew** – A group of individuals and/or an individual employed by the Debris Removal Vendor to collect disaster debris.

d. **Construction and Demolition Debris (C&D)** – FEMA's PAPPG defines eligible construction and demolition (C&D) debris as components of buildings and structures, such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and other floor coverings, window coverings, pipe, concrete, asphalt, equipment, furnishings, and fixtures. (Note: This definition of C&D is for disaster recovery purposes and is not the same definition commonly used in other solid waste documents, such as FDEP Chapter 62-701.) Current eligibility criteria include:

e. **County** – St. Lucie County, Florida

f. **County Approved Final Disposal Site** – a final disposal location approved in writing by the County.

g. **County Debris Manager** – The County will designate a County Debris Manager, who will lead the debris removal process and provide general oversight for all phases of debris removal operations within the County.

h. **Debris** – Items and materials broken, destroyed or displaced by a natural or man-made federally declared disaster. Examples of debris include, but are not limited to: vegetative debris, construction and demolition debris, and personal property.

i. **Debris Clearance** – Clearing roads by pushing debris to the roadside in order to accommodate emergency traffic.

j. **Debris Management Site (DMS)** – A location to temporarily store, reduce, segregate and/or process debris before it is hauled to a final disposal site. May also be referred to as a Temporary Debris Storage and Reduction Site (TDSR Site) or Temporary Debris Staging and Processing Facility (TDSPF).

k. **Debris Monitoring** – Actions taken by the County in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for Federal or State grant reimbursement.

l. **Debris Removal** – Picking up debris and taking it to a debris management site, composting facility, recycling facility, permanent landfill, or other reuse or end-use facility.

m. **Demobilization** – Following the completion of services provided under the resulting contract, the Vendor will remove all equipment, supplies and other associated materials involved in the services provided to the County. The Vendor will leave all sites utilized clean and restored to the original state as approved by the County and verified through soil and groundwater samples.

n. **Demolition** – The act or process of reducing a structure, as defined by the State of Florida or local code, to a collapsed state. It contrasts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse.

o. **Designated Area** – Generally bounded by the County line and includes public property and rights-of-way within the unincorporated areas of the County that was directly affected by a debris-generating event.

p. **Disaster Specific Guidance** – Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to, along with their numerical identification.

q. **Eligible** – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Notice to Proceed is issued and executed by the County to the Vendor) of

the Public Assistance grant program and FEMA's PAPPG and all current FEMA fact sheets, guidance documents, and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency during the course of a debris removal project. Generally, eligible work is:

- Required as a result of the declared incident;
- Located within the designated area; and
- The legal responsibility of the County.

r. **Emergency Debris Clearance** - The initial debris clearance activity necessary to eliminate life and safety threats (i.e., clearing roads).

s. **Emergency Relief Program** – Provides for the funding of emergency roadway clearing and first pass disaster debris removal on federal aid highways.

t. **E-Waste** – End of life electronics, typically televisions, computers and related components.

u. **FEMA Public Assistance Program and Policy Guide (PAPPG)** – FEMA's comprehensive guidance regarding the policy and program administration of the Public Assistance Program, including eligibility requirements and rules related to disaster debris removal.

v. **FEMA Publication 325 Debris Management Guide** – This publication has been superseded by the PAPPG, but may still be referred to as a reference. It is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non-reimbursable expenses.

w. **Field Inspector** – See Monitor.

x. **Garbage** – Waste that is regularly collected through the County's normal waste collection methods. Includes all putrescible or non-putrescible wastes such as but not limited to, plastics, paper, cardboard, kitchen and table food waste, and animal, vegetative, food or any organic waste that is a result or residential or commercial activities.

y. **Grinding** – Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.

z. **Hangers** – A hanger is a broken limb or branch. The current eligibility requirements for removal of a hanger according to FEMA's PAPPG are:

- The limbs or branches must be greater than two inches in diameter, measured at the point of break; and

- The limbs or branches must post an immediate threat, e.g., hanging over improved property or public-use areas, such as trails, sidewalks, or playgrounds.

FEMA does not fund removal of broken limbs or branches located on private property unless:

- The limbs or branches extend over the public ROW;
- The limbs or branches pose an immediate threat; and
- The hazard is removed from the public ROW (without entering private property).

Only the minimum cut necessary to remove the hazard is eligible. For example, cutting a branch at the trunk is not eligible if the threat can be eliminated by cutting it at the closest main branch junction.

aa. **Hazardous Stump** – a tree stump that has 50% of the root-ball exposed. Removal of the stump and filling the root-ball hole is eligible. If grinding the stump in-place is less costly than extraction, grinding the stump in-place is eligible.

FEMA only reimburses contracted stump removal on a per-stump basis if:

- The stump is 2 feet or larger in diameter measured 2 feet above the ground; and
- Extraction is required as part of the removal.

The price for stump removal must include extraction, transport, disposal, and filling the root-ball hole.

bb. **Hazardous Tree** – FEMA considers incident-damaged trees to be hazardous and eligible if the tree has a diameter of 6 inches or greater measured 4.5 feet above ground level, and the tree:

- Has a split trunk;
- Has a broken canopy; or
- Is leaning at an angle greater than 30 degrees.

For trees that have 50 percent or more of the root-ball exposed, removal of the tree and root-ball and filling the root-ball hole are eligible. For contracted removal of a tree with a root-ball, FEMA will not reimburse two separate unit costs to remove the tree and its root-ball. For trees that have less than 50 percent of the root-ball exposed, FEMA only provides PA funding to flush cut the item at ground level and dispose of the cut portion based on volume or weight. Grinding any residual stump after cutting the tree is not eligible.

cc. **Hazardous Waste** – Waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and

Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at least one of the following four characteristics: ignitability, corrosively, reactivity or toxicity.

dd. **Hold Harmless** – Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage or other liability incurred as a result of a particular action or transaction.

ee. **Household Hazardous Waste (HHW)** –a hazardous product or material used and disposed of by residential consumers, rather than commercial or industrial consumers. HHW includes some paints, stains, varnishes, solvents, pesticides, and other products or materials containing volatile chemicals that catch fire, react, or explode under certain circumstances, or that are corrosive or toxic. HHW mixed with other debris types will contaminate the entire load, which necessitates special disposal methods. The overall cost of debris disposal can escalate quickly if HHW collection and disposal is not planned and executed with care.

The collection of commercial disaster related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected in the County with written authorization by the County Debris Manager. The disposal of all hazardous waste must be in accordance with all rules and regulations of local, state and federal regulatory agencies.

ff. **Monitor** – Person that observes day-to-day operations of debris removal crews to ensure they are performing eligible work, meeting the County's expectations and contractual requirements and are in compliance with all applicable Federal, State and local regulations. May also be referred to as a "Field Inspector"

gg. **Recycling** – The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.

hh. **Refrigerant** – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.

ii. **Right of Entry** – As used by FEMA, the document by which a property owner confers to an eligible applicant or its Vendor or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.

jj. **Right-of-Way** – The portions of land over which facilities such as highways, railroads or power lines are built. It includes land on both sides of the facility up to the private property line.

kk. **Scale/Weigh Station** – A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.

ll. **Temporary Debris Staging and Processing Facility (TDSPF)** – Site for the staging and processing of collected debris prior to final disposal. May also be referred to as a Debris Management Site (DMS).

mm. **Temporary Debris Storage and Reduction Site (TDSR)** – Site designated by the County for the storage and reduction of disaster related debris.

nn. **Tipping Fee** – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.

oo. **United States Army Corps of Engineers (USACE)** – A component of the United States Army responsible for constructing and maintaining military installations and other government-owned and controlled facilities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.

pp. **Vegetative Debris** – Vegetative debris includes whole trees, stumps, trunks, branches, limbs, and other leafy material. Eligible vegetative debris may include tree limbs, branches, stumps, or trees that are still in place, but damaged to the extent they pose an immediate threat. These items are not eligible if the hazard existed prior to the incident, or if the item is in a natural area and does not extend over improved property or public-use areas, such as trails, sidewalks, or playgrounds. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers.

qq. **Vendor** – the term "Vendor" as used herein, refers to the vendor(s) selected to conduct debris removal operations per the terms of the contract. The term includes primary vendor(s), subcontractors, and individual crews.

rr. **White Goods** – White goods are defined as discarded household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, dryers, and water heaters. Many white goods contain ozone depleting refrigerants, mercury, or compressor oils. The Clean Air Act prohibits the release of refrigerants into the atmosphere and requires that certified technicians extract refrigerants from white goods before disposal or recycling. To avoid releases of refrigerants or oils, the collection of white goods should be accomplished carefully by manually placing the appliance on trucks or by using lifting equipment that will not damage the elements that contain the refrigerants or oils. The County will identify certified recycling centers that are permitted to take white goods.

2-6.1 ACRONYMS

ACM - Asbestos Containing Material
C&D - Construction and Demolition
CFR - Code of Federal Regulations
DMS - Debris Management Site
EO - Executive Order
EPA - Environmental Protection Agency
FDEP - Florida Department of Environmental Protection
FDOT - Florida Department of Transportation
FEMA - Federal Emergency Management Agency
FHWA - Federal Highway Administration

GPS - Global Positioning System
HHW - Household Hazardous Waste
OSHA - Occupational Safety and Health Administration
PA - Public Assistance
PPDR - Private Property Debris Removal
PPE - Personal Protective Equipment
PW - Project Worksheet
RACM - Regulated Asbestos Containing Material
RCRA - Resource Conservation and Recovery Act
ROE - Right-of-Entry
ROW - Right-of-Way
RRC - Rapid Response Crew
SWMF - Solid Waste Management Facility
TDSPF - Temporary Debris Staging and Processing Facility
TDSR - Site Temporary Debris Storage and Reduction Site
USACE - United States Army Corps of Engineers
VOCs - Volatile Organic Compounds

2-7 SCOPE OF SERVICES

The selected Vendor shall be capable of assembling, directing, and having the capacity to manage a major workforce, with multiple subcontractors, that can be fully operational in debris management operations and to cover the expenses of a major recovery prior to being paid by the County. Established management teams must be in place. The Vendor(s) shall have the resources to provide the equipment and personnel necessary to cover a major disaster. The Vendor(s) shall be able to assemble trucks, equipment, materials, and crews immediately following a disaster, giving the County priority status.

At a minimum of 48 hours prior to a hurricane event or immediately upon the occurrence of a debris-generating incident within the County for which there is no advance warning, a designated County employee will contact the Vendor(s) to advise them of the County's intent to activate the contract for removal and disposal of disaster debris. Before work begins, the County must issue a written Notice to Proceed. Within 8 hours of receiving the Notice to Proceed, the Vendor(s) will send a management team to report to the County Debris Manager to begin planning for the operations and mobilizing the personnel and equipment as necessary to perform the work. Mobilization by the Vendor(s) shall begin within 24 hours of notification by the County. Within 72 hours of receipt of the Notice to Proceed, the Vendor shall be fully established and continue debris removal operations. The Vendor(s) shall make every effort to be at the disaster site within the stated time frame. The removal and disposal work must be conducted in a systematic and predictable manner.

Under the awarded contract, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the County's Debris Manager. Work shall also include the clearing and removing of any and all "eligible" debris as most currently defined (at the time

Notice to Proceed is issued and executed by the County for the Vendor) by the FEMA Public Assistance grant program guidelines in FEMA's PAPPG, all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies, and as directed by the County Debris Manager. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. The aforementioned definition of "eligible" applies to all uses throughout Scope of Services items 2-7.1 through 2-7.16. Work will include: (1) examining debris to determine whether or not debris is eligible; (2) loading the debris; (3) hauling debris to County approved DMS(s) or County approved Final Disposal Site(s); (4) reducing disaster related debris; (5) hauling reduced debris to a County approved Final Disposal Site; and (6) disposing of reduced debris at a County approved Final Disposal Site. Debris not defined as eligible by FEMA, state or federal DSGs or policies will not be loaded, hauled, or dumped under this contract unless written instructions to do so are given to the Vendor by the County Debris Manager. It shall be the Vendor's responsibility to load, transport, reduce, and properly dispose of any and all disaster generated debris which is the result of the event under which the Vendor was issued Notice to Proceed, unless otherwise directed by the County Debris Manager in writing.

2-7.1 EMERGENCY ROAD CLEARANCE

At the request of the County for this contract, work shall consist of all labor, equipment, fuel and associated costs necessary to clear and remove debris from County roadways, to make them passable immediately following a declared disaster event. All roadways designated by the County Debris Manager shall be clear and passable within 70 working hours of the issuance of Notice to Proceed from the County to conduct emergency roadway clearance work. The County may choose to extend the Vendor's 70-hour limit through a written request. This may include roadways under the jurisdiction of other governmental agencies under the legal responsibility of the County. Clearance of these roadways will be performed as identified by the County Debris Manager. The Vendor shall assist the County and its representatives in ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor utilized (i.e., certification), starting and ending times, and zones/areas worked. Services performed under this Contract element will be compensated using Schedule 1 – Hourly Labor and Equipment Price Schedule.

2-7.2 ROW VEGETATIVE DEBRIS REMOVAL

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing on the County ROW to a County approved DMS or a County approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. For the purposes of this contract, eligible vegetative debris that is piled in immediate close

proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

b. Removal of eligible vegetative debris existing in the County will be performed as identified by the County Debris Manager.

c. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved DMS or a County approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

d. All eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the County or its authorized representative.

e. Entry onto private property for the removal of eligible vegetative hazards will only be permitted when directed by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures.

f. The Vendor must provide traffic control as conditions require or as directed by the County Debris Manager.

2-7.3 ROW C&D DEBRIS REMOVAL

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible Construction and Demolition (C&D) debris existing on the County ROW to a County approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. For the purposes of this contract, eligible C&D debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

b. Removal of eligible C&D debris existing in the County ROW will be performed as identified by the County Debris Manager.

c. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

d. All eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the County or its authorized representative.

e. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed by the County or its authorized representative. The County will provide specific ROE legal and operational procedures.

g. The Vendor must provide traffic control as conditions require or directed by the County Debris Manager.

h. C&D debris must be monitored for the collection, complete haul, and delivery at the approved final disposal site. The County's authorized representative will obtain the original copy of the disposal or scale ticket showing the inbound and outbound collection vehicle weights.

2-7.4 DEMOLITION, REMOVAL, TRANSPORT, AND DISPOSAL OF NON-RACM STRUCTURES

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of eligible Non-Regulated Asbestos Containing Material (Non-RACM) structures on private property within the jurisdictional limits of the County. Under this service, work will include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition, debris removal and site remediation. Further, eligible debris generated from the demolition of Non-RACM structures, as well as eligible scattered C&D debris on private property, will be transported to a County approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. Decommissioning consists of the removal and disposal of all Household Hazardous Waste (HHW), E-Waste, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local rules and regulations.

b. Any structurally unsound and unsafe structures will be identified and presented to the County for direction regarding decommissioning.

c. Removal and transportation of eligible Non-RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.

d. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

e. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property

debris removal programs if requested.

f. The Vendor is required to strictly adhere to any and all local, state, and federal regulatory requirements for the demolition, handling, and transportation of Non-RACM structures (such as obtaining demolition permits, etc.).

2-7.5 DEMOLITION, REMOVAL, TRANSPORT, AND DISPOSAL OF RACM STRUCTURES

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of eligible Regulated Asbestos Containing Material (RACM) structures on private property within the jurisdictional limits of the County. Under this service, work will include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition, debris removal and site remediation. Further, eligible debris generated from the demolition of structures, as well as eligible scattered C&D debris on private property, will be transported to a County approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local rules and regulations.

b. Any structurally unsound and unsafe structures will be identified and presented to the County for direction regarding decommissioning.

c. Removal and transportation of eligible RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.

d. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved Final Disposal Site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

e. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific ROE legal and operational procedures for private property debris removal programs if requested.

f. The Vendor is required to strictly adhere to any and all local, state, and federal regulatory requirements for the demolition, handling, and transportation of RACM structures (such as obtaining demolition permits, burrito wrapping of debris, etc.).

2-7.6 DMS MANAGEMENT, OPERATIONS, AND REDUCTION THROUGH GRINDING

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging, and reduction through grinding of eligible disaster related debris. Grinding must be approved by the County Debris Manager prior to commencement of reduction activities. The DMS(s) layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of DMS(s) includes obtaining necessary local, state, and federal permits or approval and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and FDEP. The Vendor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

b. Vendor is responsible for operating the DMS(s) in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDEP guidelines.

c. Debris at DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, white goods, and other scope of service items), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).

d. All un-reduced disaster debris must be staged separately from reduced debris at the DMS(s).

e. If the alternate tonnage price schedule of this RFP is used the Vendor shall obtain, install, and operate scales for weighing incoming debris. Scale/weigh stations shall be installed and certified within 5 business days of Notice to Proceed or written notice that the County intends on using the alternate tonnage schedule of this RFP. Vendor shall provide a sufficient number of scales meeting the County specifications to provide for the efficient delivery of waste streams without excessive wait times. The County shall make the sole determination of time determined to be excessive. To the extent that the County determines that additional scales are required, certified scales must be operational within 5 business days of the County's written request.

f. Maintaining the DMS approach and interior road(s) for all weather conditions for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress.

g. Vendor is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, water, lighting, and portable toilets. Vendor is responsible for all associated costs necessary to provide DMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.

h. Vendor is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other best management practices.

i. Vendor is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

j. Vendor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation, is a cost reflected in this scope of services. HHW/contaminant material segregated and stored in line containers at the DMS will be collected by the County's Hazardous Materials Removal and Disposal Vendor(s).

k. Vendor is responsible for providing 24 hour DMS(s) security.

l. Vendor will only permit Vendor vehicles and others specifically authorized by the County or its authorized representative on site(s).

m. Vendor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Vendor will at a minimum meet the specifications provided in the Technical Specifications of this RFP (See Section 2-8.16: Debris Site Tower Specifications).

Upon completion of haul-out activities, the Vendor will be responsible for remediating the physical features of the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, and other physical features. Site remediation does not include restoring fencing, lighting, and other permanent structures that may have been demolished at the County's direction for DMS operations. All debris, mulch, and other residual material is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDEP.

2-7.7 DMS MANAGEMENT, OPERATIONS AND REDUCTION THROUGH ABOVE GROUND AIR CURTAIN INCINERATION

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to manage and operate DMS locations for the acceptance, management, segregation, staging, and reduction through above ground air curtain incinerator

(ACI) of eligible disaster-related debris. Above ground ACI reduction must be approved by the County Debris Manager, FDEP, and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of DMS locations includes obtaining necessary local, state and federal permits or approval, and operating in accordance with all rules and regulations of local, state and federal regulatory agencies, which may include but are not limited to the EPA and FDEP. The Vendor shall also be responsible for all costs associated with third-party groundwater and soil testing.

b. The Vendor is responsible for operating the DMS locations in accordance with OSHA, EPA, and FDEP guidelines.

c. Debris at DMS locations will be clearly segregated and managed independently by debris type (C&D, vegetative, HHW, etc.); program (ROW collection, private property debris removal, etc.); and applicant(s) (municipalities located within the County). Incidental debris will be removed and disposed of at no additional cost and based on the applicable scope of service in this RFP.

d. All un-reduced storm debris must be staged separately from reduced debris at the DMS locations.

e. If the alternate tonnage price schedule of this RFP is used the Vendor shall obtain, install, and operate scales for weighing incoming debris. Scale/weigh stations shall be installed and certified within 5 business days of Notice to Proceed or written notice that the County intends on using the alternate tonnage schedule of this RFP. Vendor shall provide a sufficient number of scales meeting the County specifications to provide a sufficient number of scales meeting the County Specifications to provide for the efficient delivery of waste streams without excessive wait times. The County shall make the sole determination of time determined to be excessive. To the extent that the County determines that additional scales are required, certified scales must be operational within 5 business days of the County's written request.

f. Maintaining the DMS approach and interior road(s) for all weather conditions for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress.

g. The Vendor is responsible for all associated costs necessary to provide DMS locations utilities, which include but are not limited to, water, lighting, and portable toilets.

h. The Vendor is responsible for all associated costs necessary to provide DMS locations traffic control, which includes but is not limited to traffic cones and staff with traffic flags.

i. The Vendor is responsible for all associated costs necessary to provide DMS locations dust control and erosion control, which includes but is not limited to an operational water truck, silt fencing, and other best management practices.

j. The Vendor is responsible for all associated costs necessary to provide DMS locations fire protection, which include but is not limited to an operational water truck (sufficient and equipped for fire protection), fire breaks, and a site foreman.

k. Vendor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be missed, mixed in, or picked up accidently with disaster debris. The cost associated with qualified personnel and lined containers/containment areas for HHW/containment segregation, is a cost reflected in this scope of services. HHW/containment material segregated and stored in lined containers at the DMS will be collected by the County's Hazardous Materials Removal and Disposal Vendor(s).

l. The Vendor is responsible for providing 24-hour security and fire tender for DMS locations.

m. The Vendor will only permit Vendor vehicles and others specifically authorized by the County or its authorized representative on site(s).

n. The Vendor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Vendor will at a minimum meet the specifications provided in the technical specifications of this RFP (see Section 2-8.16: Debris Site Tower Specifications).

A. Upon completion of haul-out activities, the Vendor will be responsible for remediating the physical features of the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, seeding, sod, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the County's direction for DMS operations. All debris, mulch, and other residual material is to be removed adequately; fill dirt and/or other base material (if required) shall meet standards for intended use; new sod or seeding shall meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDEP.

2-7.8 HAUL-OUT OF REDUCED DEBRIS TO A COUNTY APPROVED FINAL DISPOSAL SITE

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to load and transport reduced eligible material such as ash, compacted C&D, or mulch existing at a County approved DMS(s) to a County approved Final Disposal Site in accordance with all federal, state, and local rules and regulations.

a. The Vendor(s) shall provide the name and address of each disposal facility to be used along with the name and the telephone number of a responsible party for each facility, prior to commencing the work.

b. The Vendor(s) shall not use any disposal facility without the written consent of the County Debris Manager. All costs and fees associated with the disposal of debris shall be reviewed for reasonableness by the County Debris Manager prior to issuing any such authorization.

c. The Vendor shall provide a sufficient number of debris site towers and/or certified scales meeting County specifications to provide for the efficient delivery of waste streams without excessive waiting times. The County shall make the sole determination of excessive wait times. To the extent that the County determines that additional towers and/or scales are required, additional towers must be operational within 48 hours of the County's request and certified scales must be operational within 5 business days of the County's request.

d. At the completion of disposal operations, each disposal facility will issue a written summary of the quantity, type, and origin of waste delivered.

e. The Vendor shall not receive any payment from the County for haul-out or load tickets related to reduced or unreduced debris transported and disposed of at a non-County approved Final Disposal Site.

2-7.9 REMOVAL OF HAZARDOUS TREES AND HANGERS

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to remove all eligible Hazardous Trees 6 inches or greater in diameter, measured 4.5 feet above ground level and eligible Hangers inches or larger in diameter, measured at the point of break. Debris generated from the removal of these eligible Hazardous Trees and eligible Hangers will be placed in the safest possible location on the County ROW and subsequently removed in accordance with the terms, conditions and procedure described in "ROW Vegetative Debris Removal" (Scope of Services, 2-7.2). Eligible hazardous leaning trees less than 6 inches in diameter, measured 4.5 feet from the base of the tree, will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for Scope of Services, 2-7.2. The County will not compensate the Vendor for cutting leaning trees less than 6 inches in diameter on a unit rate basis. The collection of all eligible hazardous leaning trees and eligible hazardous hanging limbs must be performed on the same day as the cut work. If there is insufficient room for safe placement along the County ROW, then Vendor must load the resulting debris of eligible hazardous leaning trees or eligible hazardous hanging limbs as they are removed.

a. Eligible Hazardous Trees will be identified by the County or its authorized representative for removal. Removal and placement of eligible Hazardous Trees 6 inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County

Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the Vendor, in writing, by the County Debris Manager. Refer to the definition of Hazardous Trees at 2-6(bb) for eligibility requirements.

b. Eligible hazardous Hangers will be identified by the County or its authorized representative for removal. Removal and placement of eligible hazardous hanging limbs 2 inches or greater in diameter measured at the point of break existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Vendor, in writing, by the County Debris Manager. Refer to the definition of Hangers at 2-6(z) for eligibility requirements.

2-7.10 REMOVAL OF HAZARDOUS STUMPS

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to remove all eligible Hazardous Stumps greater than 2 feet in diameter, measured 2 feet from the base of the tree, existing on the County ROW. The Vendor shall be responsible for backfilling any voids left in the ground by removed stumps within 24 hours of stump removal. Any voids not backfilled immediately following Hazardous Stump removal must have measures taken in order to protect public health and safety. Further, debris generated from the removal of Hazardous Stumps existing on the County ROW will be transported to a County approved DMS or a County approved Final Disposal Site in accordance with all federal, state, and local rules and regulations. Eligible Hazardous Stumps 2 feet or less in diameter measured 2 feet from the base of the tree will be considered normal eligible vegetative debris and removed in accordance with Scope of Services, 2-7.2. The diameter of eligible Hazardous Stumps less than 2 feet will be converted into a cubic yardage volume based on the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table) and removed under the terms and conditions Scope of Services, 2-7.2.

a. Eligible Hazardous Stumps will be identified by the County or its authorized representative for removal. Removal and transportation of eligible Hazardous Stumps existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Vendor, in writing, by the County Debris Manager. Refer to the definition of Hazardous Stump at 2-6(aa) for eligibility requirements.

b. Tree stumps that are not attached to the ground will be considered normal vegetative debris and are subject to removal under the terms and conditions of Scope of Services, Item 2-7.2. Stumps with less than fifty percent (50%) of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and conditions of Scope of Services, Item 2-7.2. The

cubic yard volume of unattached stumps will be based off of the diameter conversion using the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table).

c. Eligible Hazardous Stumps will be marked and uniquely numbered with green paint. Ineligible stumps will be marked with red paint.

d. The unit stump price shall be all inclusive to include but not limited to: stump extraction, stump cavity filling with compacted soils and installation of seed and/or sod, stump hauling, stump reduction, and disposal.

2-7.11 DOCUMENTATION REQUIREMENTS FOR HANGERS, HAZARDOUS TREES, AND HAZARDOUS STUMPS

The Vendor must provide all of the following documentation to support the eligibility of removing tree limbs, branches, stumps, or trees that are still in place:

a. Specifics of the immediate threat with the U.S. National Grid (USNG) location and photograph or video documentation that establishes the item is on public property;

b. Diameter of each item removed (measurement must be 2 feet up the trunk from the ground for stumps and 4.5 feet up for trees);

c. Quantity of material to fill root-ball holes; and

e. Equipment used to perform the work.

f. For Hazardous Stump, the Hazardous Stump Worksheet provided by the monitoring firm(s) will be completed in full for each stump, capturing the following information: (1) Names and signatures of parties present; (2) Physical location (street address, road cross streets, etc.); (3) stump number; (4) size of stump; (5) date.

2-7.12 ROW WHITE GOODS DEBRIS REMOVAL

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the collection of white goods from the ROW, removal of refrigerants, transportation to a County approved DMS, decontamination, and transportation to a County approved Solid Waste Management Facility (SWMF). White goods containing refrigerants must first have such refrigerants removed by the Vendor's qualified technicians prior to mechanical loading.

White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants or oils are not damaged.

White goods are banned from landfill disposal in the State of Florida, yet but are accepted for recycling.

a. The removal, transportation, and recycling of eligible white goods includes obtaining all necessary local, state, and federal handling permits and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies.

b. All white goods containing food items shall be decontaminated in accordance with local, state, and federal law prior to recycling.

c. The Vendor shall recycle all eligible white goods in accordance with all rules and regulations of local, State, and federal regulatory agencies.

d. Refrigerant containing items will have such refrigerants removed prior to mechanical loading or will be manually loaded and hauled to a St. Lucie County approved Solid Waste Management Facility and turned over to the facility to ensure that these gases are properly removed and stored. No white goods will be accepted that contain food or other waste.

2-7.13 HOUSEHOLD HAZARDOUS WASTE (HHW) REMOVAL, TRANSPORT, AND DISPOSAL

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal, transportation, and disposal of eligible HHW from the ROW to a permitted hazardous waste facility or municipal solid waste (MSW) type I landfill, as requested by the County.

The removal, transportation, and disposal of eligible HHW includes obtaining all necessary local, state, and federal handling permits, and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies.

All HHW shall be managed as hazardous waste and disposed of at a permitted hazardous waste facility or MSW type I landfill.

2-7.14 E-WASTE REMOVAL

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal, transportation, and proper disposal of eligible E-Waste from the ROW to a St. Lucie County approved SWMF. Eligible E-Waste includes, but is not limited to, televisions, computers, computer monitors, and microwaves in areas identified and approved

by the County. The Vendor shall recycle or dispose of all eligible E-Waste Items in accordance with all rules and regulations of local, state and federal regulatory agencies.

2-7.15 ABANDONED VEHICLE AND VESSEL REMOVAL

Services performed under this Contract element will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal and transport of eligible land based abandoned vehicles and vessels in areas identified and approved by the County. The removed eligible vehicles and vessels will be hauled to a County approved staging area and subsequently disposed of by the appropriate regulatory agency.

The removal, transportation and disposal of eligible abandoned vehicles and vessels includes obtaining all necessary local, state and federal handling permits, and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

2-7.16 DEAD ANIMAL CARCASSES

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal, transportation, and lawful disposal of dead animal carcasses from the ROW to a County approved Final Disposal Site. Vendor shall coordinate activities with the St. Lucie County Code Enforcement Services Division and the St. Lucie County Health Department.

2-7.17 OTHER DEBRIS REMOVAL WORK

Neither the Vendor nor any subcontractors hired by the Vendor shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The County reserves the right to require the Vendor to dismiss or remove from the project any workers as the County sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

2-7.18 PRE-EVENT COORDINATION MEETING

The successful Vendor(s) may be required, if requested by the County, to attend an annual pre-hurricane season kickoff meeting with the County and its debris monitoring firm(s) at no cost to the County.

2-7.19 DESCRIPTION OF DESIGNATED AREAS

a. The designated area for debris removal (the County right-of-way) is bounded by the County line and includes public property and Right-of-Ways (ROW), County parks and County debris staging areas within the unincorporated areas of the County and may include private segments within the jurisdictional boundaries of the County. The County Debris Manager may also authorize the Vendor to perform debris removal on non-County maintained roadways or other areas, as directed in writing by the County Debris Manager. If the Vendor is authorized to perform services on non-County maintained roadways or other areas that may not be eligible for reimbursement said load tickets, unit rate tickets, or haul-out tickets must be clearly marked "non-eligible". If tasked with debris removal on Federal Highway Administration (FHWA) Emergency Relief (ER) Program eligible roadways, the Vendor will be required to provide crews separate from those providing County ROW debris removal services. The crews designated to provide debris removal from FHWA-ER eligible roadways will only make one pass to collect debris from FHWA-ER eligible roadways. Further, the Vendor shall abide by all eligibility requirements and guidance set forth by the most current guidance from FHWA for debris removal on FHWA-ER Program eligible roadways. Effective October 1, 2012 FHWA-ER will no longer be responsible for debris removal from FHWA-ER road segments that are eligible under the FEMA Public Assistance Program.

b. The County Debris Manager will authorize and approve which services the Vendor shall provide from the scope of services and which zones/areas must be prioritized.

c. All debris identified by the County Debris Manager shall be removed. The number of complete passes the Vendor shall conduct through the County is at the discretion of the County Debris Manager. Partial removal of debris piles is strictly prohibited. The Vendor shall not move from one designated work area to another designated work area without prior approval from the County or its authorized representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Vendor shall not enter onto private property during the performance of this contract unless specifically authorized by the County Debris Manager in writing.

d. For first pass loose leaves and small debris in excess of two bushel baskets shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than twelve (12) inches in any dimension shall be left at the point of collection.

e. For subsequent and/or final pass loose leaves and small debris in excess of one-bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left at the point of collection.

f. Vendor shall deliver all disaster related debris to a County approved Debris Management Site (DMS) or County approved Final Disposal Site that has been approved to receive disaster-generated debris and adhere to all local, state, and federal regulations.

g. All Final Disposal Sites must be approved, in writing, by the County Debris Manager. The Vendor will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state, and federal safety and environmental standards. Vendor reduction, handling, disposal and remediation methods must be approved, in writing, by the County Debris Manager.

h. Payment for disposal costs such as tipping fees incurred by the Vendor at a County approved Final Disposal Site that meet local, state, and federal regulations for disposal will be reimbursed by the County as a pass through cost. Prior to reimbursement by the County, the Vendor must furnish an invoice in hard copy and electronic format matching scale/weigh tickets numbers with load ticket or haul-out ticket numbers and other applicable information. The Vendor will also be required to provide proof of Vendor payment to the County approved Final Disposal Site.

i. The Vendor shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state, and federal governments or agencies, or of any public utilities.

j. The County reserves the right to inspect the DMS, verify quantities, and review operations at any time.

2-7.20 DEBRIS MANAGEMENT SITES (DMS)

The County shall provide predetermined locations to support the event in which the contract is activated. The County shall provide the vendor with an updated list of those locations annually. Depending on the incident in which the contract is activated the County may provide the Vendor with a minimum of 2 DMS locations.
The Debris Management Sites are as follows:

Location	Acreage	Waste Type	GPS Entrance Location
Airport Commerce Park	145	Yard Trash, C&D, Mixed Debris	Lat. 27°29'53.69" Long. 80°23'53.97"
Indian River Estates	2	Yard Trash	Lat. 27°21'07.34" Long. 80°19'32.43"
Savannas Recreation Area	1.5	Yard Trash	Lat. 27°22'53.16" Long. 80°18'19.70"
SLC Fairgrounds	22	Yard Trash, C&D, Mixed Debris	Lat. 27°22'22.89" Long. 80°29'20.59"
Indrio Road Staging Site	200	Yard Trash, C&D, Mixed Debris	Lat. 27°31'14.49" Long. 80°22'19.53"

The County will assign specific DMS to specific Vendor(s) for their sole use. Designated DMS may be a portion of the overall DMS but shall remain the sole responsibility of the assigned Vendor. If additional DMS locations are needed for the operation, the County shall provide an approved list of alternate DMS locations. The list will include all necessary site information to allow the Vendor, with assistance from the County, to submit to FDEP for approval. If the County establishes any additional DMS, a copy of the agreement showing indemnification of the County for the use and proposed restoration plan of the additional sites, shall be provided to the County. In addition, the Vendor shall execute a hold harmless agreement for each additional established DMS that is not identified within the awarded contract. The hold harmless agreement must be approved by the County prior to execution.

Prior to the use of any DMS, analysis of both groundwater and soil will be required by the Vendor to establish pre-use conditions (post remediation site sampling may also be required of the Vendor). Groundwater and soil sampling/analysis must be conducted by an independent Geotechnical Engineer or Geologist and will be performed on behalf of the County at the expense of the Vendor(s). The results of such testing shall be sent directly from the professional to the County. The Vendor shall be required to provide the County with site photographs for each DMS. The photographs will include pre-use, operational, and post site remediation photographs to document site conditions.

The cost associated with preparing, operating, and site remediation of land used as DMS in the County is a cost borne by the Vendor and compensated based on the Vendor's bid for site management and reduction of debris.

The County may also establish designated Residential Convenience Centers (residential drop-off sites). If this should occur, the County may at its option request the Vendor to be responsible for removing all disaster related debris from those sites. Depending on the volume of debris at a Residential Convenience Center, the Vendor may be required to push material to make room for additional debris.

The Vendor's Operations Manager will assign a Foreman to the (each) DMS, who will be responsible for the management of all operations of the site, including traffic control, dumping operations, segregation of debris, grinding, fire protection, and safety. The DMS Foreman will be responsible for monitoring and documenting equipment and labor time and providing the daily operational report to the Vendor's Operation Manager, who will in turn provide this information to the County's Debris Monitoring Consultant. These daily reports must meet the requirements of FEMA, FHWA, or Other Federal Agencies, and other reimbursement and regulatory governmental agencies.

The Vendor will be responsible for returning all utilized DMS to their original condition prior to site use. DMS remediation will include, but is not limited to, returning the original site grade, fill dirt, base material, sod, and other physical features. DMS site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDEP. All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use.

2-8 TECHNICAL SPECIFICATIONS

2-8.1 TERMINATION FOR CONVENIENCE

The County reserves the right to terminate the contract with the Vendor(s) at any time and for any reason. This shall supersede the general provisions.

2-8.2 NOTICE TO PROCEED

The County will issue an official Notice to Proceed for the services referenced in this RFP and resulting contract. The Notice to Proceed shall be sent via facsimile or email and followed by regular mail. Under no circumstances shall the County be liable for any services rendered unless the written Notice to Proceed has been sent and received by the Vendors(s). The Vendor(s) must acknowledge receipt of the written Notice to Proceed.

2-8.3 CHANGES IN SCOPE OF WORK

The County Administrator or his designee may request changes in the scope of work to be performed. Such changes, including increase or decrease in compensation must be mutually agreed upon and incorporated by written amendment to the agreement.

2-8.4 SAFETY

The Vendor(s) shall be solely responsible for maintaining safety at all work sites including DMS(s) and debris collection sites. The Vendor(s) shall take all reasonable steps to ensure safety for both workers and visitors to DMS(s) and debris collection sites. Safety at DMS(s) and debris collection sites includes traffic control such as traffic cones and flag personnel. The Vendor(s) will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract.

2-8.5 ON-SITE PROJECT MANAGER

The Vendor(s) shall provide an on-site project manager to the County. The project manager shall provide a telephone number to the County with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the County Debris Manager and/or County authorized representatives Daily meeting topics will include, but are not limited to, volume of debris collected, completion progress, County coordination, and damage repairs. Frequency of meetings may be adjusted by the County Debris Manager. The Vendor(s)' project manager must be available 24 hours a day, or as required by the County Debris Manager.

2-8.6 SUPERINTENDENT SHALL BE SUPPLIED BY THE VENDOR

The Vendor shall employ a competent superintendent who shall be in attendance at all times at the project site during the progress of the work. The term "competent" includes an ability to be able to clearly communicate, orally and in writing, in English. The superintendent shall be the primary representative under this contract for the vendor. All authorized communications given to the superintendent by the County, and all contract-related decisions made by the superintendent, shall be binding to the Vendor. The superintendent shall be considered to be, at all times, an employee of the Vendor under its sole direction and not an employee or agent of the County.

2-8.7 EQUIPMENT

a. All trucks and other equipment must be in compliance with all applicable local, state, and federal rules and regulations. Any truck used to haul debris must be capable of rapidly unloading its contents without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.

b. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2 inch by 6 inch boards or greater and not to extend more than 2 feet above the metal bedsides. Trucks or equipment certified with sideboards must maintain such sideboards and keep them in good repair. In order to ensure compliance, equipment will be inspected by the County's authorized representatives prior to its use by the Vendor(s). The County or its authorized representative may also perform periodic re-inspection of vehicles to verify the certified capacity.

c. Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place so as to prevent them from falling off. Measures must be taken to avoid the debris blowing out of the hauling vehicle during transport to a County approved DMS or a County approved Final Disposal Site. If falling debris from hauling vehicles presents an issue the County reserves the right to require the contractor to "tarp" or cover debris when hauling.

d. Trucks or equipment designated for use under this contract shall not be used for any other work. The Vendor(s) shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Vendor(s) mix debris hauled for others with debris hauled under this contract. Failure to abide may result in a suspension of the violating truck, crew, or sub-contractor.

e. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the County Debris Manager.

f. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the County Debris Manager, following the event. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.

2-8.8 TRAFFIC CONTROL

The Vendor(s) shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Vendor(s) is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites. The Vendor(s) shall provide sufficient signing, flagging, and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state, and federal

laws, regulations, and ordinances governing personnel, equipment, and work place safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Vendor(s). No further work shall take place until the deficiency is corrected. Neither the County Debris Manager nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected. The expense incurred by the Vendor for traffic control is an overhead expense contemplated as part of the Vendor's compensation under the terms and conditions of scope of services.

Traffic control will conform to FDOT's most current editions of "Roadway and Traffic Design Standards" for Design, Construction, and Maintained Systems and the Federal Highway Administration (FHWA) "Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways." These documents can be ordered from F.D.O.T, Maps and Publications Department, 605 Suwannee Street, Tallahassee, Florida, 32399-0450, Phone (904) 488-9220. The foregoing requirements are to be considered as minimum and the Vendor's compliance shall in no way relieve the Vendor of final responsibility for providing adequate traffic control devices for the protection of the public and Vendor's employees throughout the work area.

2-8.9 RAPID RESPONSE CREW

Vendor(s) shall be required to provide the County with access to one or more Rapid Response Crews (RRC) as directed by the County. The purpose of the RRC is to respond immediately to disaster related debris piles as directed by the County Debris Manager or the County's authorized representative. The RRC assists in the overall cleanup effort by responding to and collecting disaster related debris which the County deems a priority for overall County recovery.

2-8.10 HAZARDOUS MATERIALS AND HOUSEHOLD HAZARDOUS WASTE

The Vendors(s) shall set aside and reasonably protect any hazardous materials encountered during debris removal operations for collection and disposal by the County's Hazardous Materials Removal and Disposal contractor(s). The Vendor(s) shall notify the County's monitoring firm(s) of the nature and location of any such debris encountered.

The Vendor(s) and personnel must make every reasonable effort to avoid transporting hazardous materials to the DMS(s) or final disposal sites that are not specifically authorized to accept such materials. Should these materials be inadvertently transported to the aforementioned locations, the Vendor(s) shall be responsible for proper handling and storage of any hazardous materials brought by his/her workforce. The Vendor(s) shall provide a suitable area at each DMS to accommodate all hazardous materials inadvertently brought to the site.

The County or County's Hazardous Materials Removal and Disposal contractor will provide for routine service to collect and dispose of any materials inadvertently delivered to the DMS during removal operations.

2-8.11 WORK HOURS

The Vendor(s) shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed 7 days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the County and the Vendor(s). Unless otherwise directed, the Vendor must be capable of conducting volumetric reduction operations at DMS locations on a 24 hour, 7 days a week basis. No work will be performed on recognized County holidays without prior approval of the County Debris Manager.

2-8.12 TIME OF COMPLETION

The services shall commence upon written notice to proceed from the County manager or his designee, and the project shall be completed in accordance with the project schedule.

2-8.13 LIQUIDATED DAMAGES

Should the Vendor fail to complete requirements set forth in this scope of work, the County will suffer damage. The amount of damage suffered by the County is difficult, if not impossible to determine at this time. Therefore, the Vendor shall pay the County, as liquidated damages, the following:

a. The Vendor shall pay the County, as liquidated damages, $1,000.00 per calendar day of delay to mobilize in the County with the resources required to begin debris removal operations, within 72 hours of being issued Notice to Proceed.

b. The Vendor shall pay the County, as liquidated damages, $500.00 per load of disaster debris collected in the County that is not disposed of at a County approved DMS or County approved Final Disposal Site and/or any associated fines levied by a third party. Application of liquidated damaged does not release the Vendor of all liability associated with hauling and depositing material to an unauthorized location.

c. The Vendor shall pay the County, as liquidated damages, $500.00 per incident where the Vendor fails to repair damages that are caused by the Vendor or subcontractor(s). Application of liquidated damages does not release the Vendor from the responsibility of resolving or repairing damages.

The amounts specified above are mutually agreed upon as reasonable and proper amount of damage the County should suffer by failure of the Vendor to complete requirements set forth in the scope of work.

2-8.14 DAMAGES

All items damaged as a result of Vendor(s) or subcontractor operations, such as but not limited to, sidewalks, curbs, pipes, drains, water mains, pavement, mail boxes, and turf shall be either

repaired or replaced by the Vendor, at their expense, in a manner prescribed by and at the sole satisfaction of the County Debris Manager. Any invoices submitted to the County such as but not limited to, from utility companies, or landowners, which are determined to be the result of damage done by the Vendor, shall be the responsibility of the Vendor. Repairs, or receipt of repairs, shall be completed and submitted to the County prior to submission of the Vendor's invoice for work accomplished. If the Vendor(s) fails to repair any damaged property, the County may have the work performed and charge the Vendor(s).

The Vendor(s) shall be responsible for filling to grade with like material all surface damage, such as rutting and cracks, caused by the Vendor(s)'s equipment during debris removal. The Vendor(s) shall repair all damage to existing grade, road shoulders, trees, shrubs, and grassed areas caused by the Vendor(s)'s equipment or personnel at no additional cost to the County. If the Vendor does damage to a County sign or other property owned by the County, it shall be the responsibility of the Vendor(s) to repair the item back to the original condition. If the repair is not in accordance with County standards, the County shall repair the items and deduct the associated cost from the amount due the Vendor. The Vendor(s) shall preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the area of work.

Complaints will be addressed within 48 hours and a written report submitted to the County Debris Manager outlining actions taken to correct the complaint. The Vendor shall notify the County immediately of any complaints given directly to the Vendor.

Upon written notice from the Vendor that the damage correction work is complete, the County will make a final inspection with the Vendor and will notify the Vendor in writing of any deficiencies in the project. The Vendor will correct all deficiencies before final acceptance and payment is made. If a second re-inspection is required, the County will assess an $80.00r fee to the Vendor. The $80.00 fee will be assessed for every re-inspection after the first re-inspection. The fee is assessed to offset the additional County labor costs and vehicle usage required for unnecessary inspections and the fee will be deducted from the final invoice for that release order.

No retention will be released to the Vendor(s) prior to a satisfactory damage resolution log being completed addressing all complaints and issues. Should the value of retention exceed the amount of possible outstanding damage claims, the Vendor(s) may petition the County in writing for a partial retainage release.

2-8.15 EXISTING UTILITIES

a. Some trees and debris that are to be removed under the awarded contract may be blocked or entangled with overhead power, telephone, and television cables. In this case, it shall be Vendor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e. water and sewer). The Vendor(s) shall pay all such costs to the utility company for any adjustments.

b. The Vendor(s) shall be responsible for all costs incurred to repair damaged utilities that are

caused by the Vendor, as determined by the affected utility company. Payment for repairs to all municipal and privately owned utilities shall be the responsibility of the Vendor(s).

2-8.16 DEBRIS SITE TOWER SPECIFICATIONS

a. The Vendor(s) shall provide as many towers as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of dumping operations. If ingress and egress of a DMS is of significant distance that the County or its authorized representative are unable to verify the entering and exiting trucks, then the Vendor(s) may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of 10 feet from surrounding grade to finish floor level, have a minimum 8 feet by 8 feet of usable floor area, be covered by a roof with 2 feet overhangs on all sides and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up 4 feet on all 4 sides. The expense incurred by the Vendor for the construction of towers is an overhead expense contemplated as part of the Vendor's compensation under the terms and conditions of Scope of Services.

b. Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the County Debris Manager due to unsuitable conditions at the tower.

2-8.17 FACILITIES AT DMS LOCATIONS

The Vendor(s) shall provide as many ADA compliant portable toilets as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of dumping operations. The toilet shall be provided prior to start of any dumping operations and kept in a sanitary condition by the Vendor(s) throughout the duration of dumping operations. The expense incurred by the Vendor(s) for the operation of portable toilets is an overhead expense contemplated as part of the Vendor's compensation under the terms and conditions of Scope of Services.

2-8.18 OWNERSHIP OF DEBRIS

All debris residing in the County ROW and County provided DMS(s) shall be the property of the County until final disposal at a properly permitted disposal site. The Vendor(s) shall be responsible for removal of debris up to the point where debris can only be described as light litter and additional collection can be facilitated only by sweeping and raking. In addition to debris stored on the right-of-way as the result of road clearing, the County will direct residents to place debris in segregated piles along the right-of-way, separated as to the waste category. There may be the need to perform some curbside separation of the different materials. Different waste materials will be collected in separate vehicles and may require disposal at different locations, which will be approved by the County. Any items requiring disposal at special facilities shall be required to be monitored for the collection, complete haul, and delivery at the approved special location with the monitor obtaining an original copy of the disposal ticket showing inbound and outbound collection vehicle weights.

All bagged and bundled waste and debris smaller than 2 inches in diameter and shorter than 2 feet in length are outside the scope of this contract unless specifically directed by the County. Collection of Municipal Solid Waste (MSW) is outside the scope of this contract.

2-8.19 ENVIRONMENTAL PROTECTION

a. It is recognized that construction and demolition debris might contain small amounts of asbestos, lead-based paints, treated wood, or similar materials. The Florida Department of Environmental Protection (FDEP) will issue an Emergency Final Order for the classification and disposition of all disaster related wastes. Based on the mandates of this State agency and other applicable state and federal reimbursement agencies, the determination of the character and disposal of waste streams will be decided. The Vendor(s) shall receive a copy of this letter and together with the Monitoring Firm and County; a final disposal plan will be established.

b. Any and all fluids or chemicals (work-related materials such as oil-dri, absorbents, etc.) used by the Vendor(s) must be used and disposed of in accordance with all rules and regulations of local, state, and federal regulatory agencies.

c. Vendor(s) and subcontractors shall not perform maintenance on over-the-road equipment at DMS(s). Maintenance of equipment that typically remain at the DMS (e.g., track hoes, front end loaders, grinders, etc.) may be conducted at the DMS provided best management practices are followed and all wastes are managed and disposed of in accordance with all rules and regulations of local, state, and federal regulatory agencies.

d. The Vendor(s) shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the County Debris Manager. The Vendor(s) shall comply in a timely manner with all directions of the County Debris Manager regarding the use of a water truck or other approved dust abatement measures.

e. The Vendor(s) shall comply with all laws, rules, regulations, and ordinances regarding environmental protection.

f. The Vendor(s) shall immediately report and document all incidents to the County Debris Manager or the authorized representative that affect the environmental quality of DMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills, or fuel leaks.

g. The Vendor must notify the County regarding any fluid or chemical spillage so that the County or its authorized representative can review and approve of the cleanup.

2-8.20 DOCUMENTATION AND MEASUREMENT

a. Vendor is responsible for ensuring that all labor and equipment used for Emergency Debris Clearance activities is certified and that logs are kept for starting days/times, ending

days/times, and zones, areas, and streets worked.

b. All trucks used for collection and hauling of eligible debris from the County ROW to County approved DMS(s) or County approved Final Disposal Sites shall be measured (inside bed measurements) and certified for cubic yard volume by the County or County-authorized representative. The Vendor shall provide a representative to attest to the certification/measuring process. It is the Vendor's responsibility to verify the accuracy of truck certifications within 48 hours of truck certification (and notify the County of any discrepancies). Placards will be attached to both sides of each certified truck and shall clearly state the truck measurement in cubic yards, Vendor name, assigned truck number, and other pertinent information, as determined by the County Debris Manager. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a new placard by a County authorized representative each time it returns to work from other contracts or communities.

c. The Vendor(s) is responsible for ensuring that all subcontractors maintain valid driver's licenses and equipment legally fit for travel on the road.

d. Load tickets will be provided by the County or its authorized representative for recording volumes of debris removal. Unit rate tickets will be provided by the County or its authorized representative for documenting unit rate services, such as Hangers or Hazardous Tree removal. Only tickets designated and approved by the County will be authorized for use. Tickets must be completed in a clear and legible manner. Tickets that require Vendor signature will have the signature as well as name printed in a legible manner. Illegible Load & Unit Rate tickets will not be paid.

- Each ticket shall be of a type that consists of one original and five copies.

- Each ticket shall be used to document the location the disaster related debris was collected (i.e., street address) and the amount picked up, hauled, reduced and disposed of. Vendor(s) are responsible for ensuring all load and unit rate tickets capture location debris or work was completed, collection/disposal date, disposal location, percentage load call or measurement (either tons or percentage load call), and County authorized representative name and signature. No payment will be made by the County for incomplete and/or illegible load or unit rate tickets submitted for payment.

- Load tickets will be issued by an authorized representative of the County at the collection site. The County authorized representative will complete the applicable portion of the load ticket, and provide all five copies to the vehicle operator. Upon arrival at the DMS or County approved Final Disposal Site, the vehicle operator will present the five copies of the load ticket to the County authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the County authorized representative present at the DMS or County approved Final Disposal Site. The County authorized representative will validate, enter the estimated debris quantity and sign the load ticket. The County will keep the original copy, 2 copies

will be given back to the vehicle operator and the remaining 2 copies will be provided to the Vendor.

- Loads of processed (e.g., chipped) debris being hauled from a DMS to a County approved Final Disposal Site will follow the same load ticket procedures. A County authorized representative will initiate the load ticket at the DMS. Another County authorized representative will validate and sign the ticket at the County approved Final Disposal Site.

- The Vendor(s) shall give written notice of the location for work scheduled 24 hours in advance.

e. Scope of service items that have rates based on one-way haul mileage shall have such mileage based on "as the crow flies" distance. The radius distance from each DMS or final disposal site to the last loading location written on the load or haul-out ticket will be used to determine the mileage rate category. The County shall determine the mileage calculation method that is ultimately used. One-way mileage rates apply to the following sections within the statement of work:

- Section 2-7.2 – ROW Vegetative Debris Removal

- Section 2-7.3 – ROW C&D Debris Removal

- Section 2-7.4 – Demolition, Removal, Transport and Disposal of Non-RACM Structures

- Section 2-7.5 – Demolition, Removal, Transport and Disposal of RACM Structures

- Section 2-7.8 – Haul-out of Reduced Debris to a County Approved Final Disposal Site

2-8.21 PAYMENT

a. The County, or its authorized representative, will monitor, verify, and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Vendor(s) will be provided with copies of this documentation. These documents will be used by the Vendor as backup data for invoice submittals. Work not ticketed or not authorized by the County will not be approved for payment. Additionally, any ticket submitted for payment must be legible and properly completed. Tickets missing loading address, truck number, certified capacity, collection monitor signature, disposal site, load call, or disposal monitor signature will not be paid, nor will the County be responsible for unpaid incomplete tickets.

b. If tasked with private property and FHWA-ER funded roadway debris removal operations, these will be invoiced separately from ROW collection removal operations. The County reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, white goods, or other scope of service items), program (ROW collection, private property debris removal, etc.), or both.

c. Invoices shall be submitted to the County's authorized representative on a bi-weekly basis unless otherwise direct by the County. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the County. Invoice detail submittals will be checked against County records. County records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the County authorized representative to the County for payment.

d. A 10% retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the Vendor(s) must successfully complete, and receive a letter of completion from the County, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the County to repair damages caused by the Vendor(s) to public or private property.

e. No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.

f. The Vendor is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Vendor shall execute release waivers with all subcontractors to release the County from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the County prior to final retainage release.

g. Payment for disposal cost incurred by the Vendor(s) at County approved Final Disposal Sites will be made at the cost incurred by the Vendor. The County will either coordinate payment of disposal costs directly with the Final Disposal Site or require the Vendor to pay the disposal fees and then invoice the County. The Vendor(s) shall submit a copy of all invoice(s) received by the County approved Final Disposal Site, an electronic copy tabulating all scale or load tickets issued by the County approved Final Disposal Site, and proof of Vendor payment to the County approved Final Disposal Site. The County will not render payment for disposal costs until the Vendor submits applicable disposal site permits or site information for each authorized Final Disposal Site.

h. Vendor(s) must submit a final invoice within 30 days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the County Debris Manager. The final invoice must be marked "FINAL INVOICE" and no additional payments will be made after the Vendor's final invoice.

i. In the event any portion of this scope of work is to be funded by State or Federal funds, the Vendor will comply with all requirements of the state or federal government applicable to the use of the funds.

j. The Vendor will retain all records pertaining to the services and the contract for these services and make them available to the County for a period of 7 years following receipt of final payment for the services referenced herein. In the event litigation ensues or the County

challenges a decision by FEMA to disallow or de-obligate costs incurred under the contract, then Vendor shall retain all records hereunder for a period of 7 years after conclusion of the litigation or FEMA dispute, including any and all appeals.

k. Payment shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, and Florida Statues.

2-8.22 FHWA-ER PROGRAM CONTRACT REQUIREMENTS

The County intends to seek reimbursement from FHWA for the eligible debris removal performed on federal aid roads. Consequently, the County mandates compliance from the successful Vendor regarding the following:

a. FHWA Form 1273, titled Standard Federal-aid Provisions. FHWA Form 1273 will be included in the final contract.

b. Buy America Requirements

c. 49 CFR Part 26, Disadvantage Business Enterprise Program

d. American with Disabilities Act of 1990 (ADA)

e. Convict Labor Prohibition

FHWA-ER Program contract requirements are subject to any changes provided by FHWA during the term of the contract. Based on the current guidance, FHWA will only reimburse the County for the initial collection, hauling and tipping fee, if applicable, of eligible debris. Debris reduction operations are not eligible for reimbursement unless the debris is being reduced as part of a rolling pickup operation. As a result, the FHWA-ER eligible debris that is collected during the first pass shall be hauled to the nearest Final Disposal Site unless otherwise directed by the County.

2-8.23 FINAL PROJECT CLOSE OUT

Upon final inspection of the project by the County, the Vendor(s) shall submit a detailed description of all debris management activities, to include the total volume, by type of debris hauled and/or disposed.

Services not specifically identified in any contract derived from this RFP may be added to the contract upon mutual consent of the contracting parties.

2-8.24 DISTRIBUTION OF WORK

The County reserves the right to activate more than one contractor to provide the debris services outlined in this RFP. The County may also revise the distribution of services provided or work areas (such as zones) at any time during the activation of a contract developed though this RFP.

2-8.25 COUNTY'S DEBRIS MONITORING CONSULTANT

Vendor shall be in contact and comply with the County's contracted consultant and representative for the monitoring of debris collection and removal services. The County's contracted consultant and representative shall be a separate contractor, from this solicitation and its award, who will be exclusively contracted for monitoring services. The monitoring consultant shall certify all of the vendor's loads and the safety of the vehicles in which the debris is being removed.

2-9 SUBCONTRACTORS

The County prefers that the Contractor provide all services needed to comply with the RFP. Should a Sub-Contractor be needed, the Primary Contractor will be the sole point of contact and have sole responsibility for all issues. It is the responsibility of the Primary Contractor to ensure that Sub-Contractors needed to be used during the collection and disposal of disaster debris shall comply with the scope of work initiated to support this project.

If the Contractor intends to subcontract any portion of the work covered by this Contract, the Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

2-10 CONTRACT TERMS

The selected Vendor is to provide items and services listed at firm fixed rates on an as needed basis for an initial period of 1 year, renewable for three additional 1 year periods. Both the County and the vendor must mutually agree upon renewals in writing. Rates quoted will be for the first year and will not be changed based on the guidelines outlined in this solicitation.

The awarded contract will contain the required provisions at 2 C.F.R. § 200.326, Appendix II to 2

C.F.R. Part 200, and FEMA guidance, as applicable.

Part III: INSTRUCTION FOR THE PREPARATION OF PROPOSALS AND RESPONSE REQUIREMENTS

The Proposer(s) warrants its response to this Request for Proposals (RFP) to be fully disclosed and correct. The firm must submit a Proposal complying with this RFP, and the information, documents and material submitted in the Proposal must be complete and accurate in all material aspects. All Proposals must contain direct responses to the following questions or requests for information and be organized so that specific questions being responded to are readily identifiable and in the same sequence as outlined below.

Proposers are advised to carefully follow the instructions listed below in order to be considered fully responsive to this RFP. Proposers are further advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Proposer. Failure to provide requested information may result in disqualification of response.

The Proposal shall cover in as much detail as possible the requirements of the solicitation, subject to modification and enhancements as a result of information gained during the consultant selection process.

The Proposal must be submitted on 8½"x11" paper, numbered, typewritten, with headings, sections, and sub-sections identified appropriately. The Proposal shall be clear and concise and provide the information requested herein. Statements submitted without the required information will not be considered. Proposals shall be organized and sections tabbed. The Proposer should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each Proposer must submit adequate documentation to certify the Proposer's compliance with the County's requirements. Proposers should focus specifically on the information requested. Additional information, unless specifically relevant, may distract rather than add to the Proposer's overall evaluation.

The following information, at a minimum, shall be included in the Proposal:

A. COVER PAGE

Statement of Qualifications Introductory letter: This letter's no more than two pages will summarize in a brief and concise manner the proposer's understanding of the RFP, the County's objective, the proposer's acceptance of conditions and any exceptions to the general terms and conditions of the RFP and to insurance requirements and any other requirements listed in the RFP. The letter should name all of the persons authorized to make presentations for the Offeror, including the titles, addresses, and telephone numbers. The Letter shall be signed by a representative who is authorized to contractually bind the Contractor. If proposal is signed by

someone other than President, Vice President, Treasurer, a copy of your Corporate By-Laws, or a letter signed by a corporate officer must be included.

B. TABBED SECTIONS

TAB 1 REQUIRED FORMS

The following forms are required with Proposer's submittal. Proposals not including the following forms will be rejected and considered non-responsive. Forms can be downloaded in the Required Submittal Packet attached to the solicitation documents.

- Form #1 Proposer Information and Authorized Signature
- Form #2 Non-Collusion Affidavit
- Form #3 Corporate Resolution
- Form #4 Confirmation of Drug-Free Workplace
- Form #5 Public Entity Crime Affidavit
- Form #6 Hold Harmless and Indemnity Agreement
- Form #7 Certification Regarding Debarment & Suspension
- Form #8 Anti-Lobbying Certification
- Form #9 Price Schedules 1 (Hourly) and 2 (Unit Rate)
- Addenda Any and all issued addenda regarding this solicitation, signed and dated, if applicable

TAB 2 EXECUTIVE SUMMARY

This section shall include a summary of your organization, including its history. Indicate the number of years Proposer has had in providing these services. Provide any additional information which will present evaluators with insight about the qualifications, fitness, and abilities of Proposer. This section shall also include a list of all judgments from lawsuits in the last 3 years and current pending lawsuits that are concerned directly with the staff or part of your organization proposed for the contract. Please include a current copy of your State of Florida Corporate Registration. If a Proposer is a corporation, it must be certified with the Florida Secretary of State and have a corporate status in good standing, and in the case of out-of-state corporation, they must present evidence of authority to do business in the State of Florida.

TAB 3 PROPOSER EXPERIENCE AND QUALIFICATIONS

List the names and titles of principals, management, trainers, staff, and personnel who will be assigned to this contract. Include resumes or summary of experience of these persons as an Appendix to the Proposal. The Proposer shall also provide information on services provided in past emergency incidents with other governments, cities of similar size, businesses, corporations, or other entities within the last ten (10) years to demonstrate how its experience makes it qualified for this project. Please include the names of the entities, the length and the magnitude of the incidents that occurred within your Proposal.

TAB 4 REFERENCES

Provide at least 5 references which the Proposer has provided the same or similar services for the same type during the past 10 years and who can attest to the Proposer's ability to perform at or above the current level of expectations set within the scope of work.

Each reference shall include, at a minimum:

- Name and full address of reference organization;
- Name of Contact person for contract;
- Telephone number(s);
- Date of initiation of contract with reference; and
- Brief summary of services provided.

TAB 5 EXISTING CONTRACTUAL OBLIGATIONS

The Respondent shall provide information on any established or currently ongoing contracts with other Governments, cities of similar size, businesses, corporations or other entities. Please include the names of the entities, the lengths of the contract and their expiration dates.

TAB 6 METHODOLOGY, TECHNICAL PLAN, AND APPROACH

Proposer shall describe the methodology, technical plan, and approach they will take to accomplish the work described herein and provide the solution that best suits the County's needs. The Proposer shall provide an overview of how they will work with the County to provide the solution proposed and required services. This refers to the exact type and nature of the Proposer's proposed services and how they accomplish the objectives and needs of the County, as well as the ability to comply with the County's needs for a service provider that is experienced, educated, knowledgeable, and capable of complying and adhering with Federal reimbursement programs. The proposer shall establish a clear demonstration and understanding of the work to be performed with a complete and reasonable plan/proposal for accomplishing the tasks. This shall include the

technical plan being proposed, the equipment being used, the number of personnel being used, and justification for the total time frame to complete the scope of work. Information shall include, but not be limited to the following:

a. Provide and describe a general description of the type of solution and all available processes within the solution proposed.

b. Explain the approach plan to support the needs and objectives of the Scope of Services established within this RFP.

c. Illustrate and describe the ability to provide a quick and rapid response to an incident; including the actual time to respond and provide a fully implemented and operational system prior to an incident or on an emergency on call basis.

d. Illustrate and describe the ability to provide project management and administrative resources.

e. Illustrate and describe the ability to provide collection and disposal of debris and the parameters within that service at all locations.

f. Provide and describe a staffing plan.

g. Illustrate and describe abilities to provide any other related or additional services applicable or related to this type of service.

TAB 7 COST PROPOSAL

This section shall be submitted by utilizing the Cost Proposal form (Form # 11) in the Required Forms Packet. No additional forms will be accepted or submittals that state "see attached". It is the Proposer's responsibility to provide a full disclosure of the pricing requested and all costs associated with a fully implemented and developed solution within this tab.

Schedule 1 shall include hourly rates and the grand total for the following 3 categories. These are identified as:

1. Equipment types w/ operator
2. Labor
3. Crew

Schedule 2 shall include unit rates and the grand total for the following 15 categories. These are identified as:

1. Vegetative Debris Removal (based on section 2-7.2)

2. C&D Debris Removal (based on section 2-7.3)
3. Demolition, Removal, Transport and Disposal of Non-RACM Structures (based on section 2-7.4)
4. Demolition, Removal, Transport and Disposal of RACM Structures (based on section 2-7.5)
5. DMS Operation and Reduction Through Grinding (based on section 2-7.6)
6. DMS Management and Reduction by Air Curtain Incineration (based on section 2-7.7)
7. Haul-Out of Reduced Debris to a County Approved Final Disposal Site (based on section 2-7.8)
8. Removal of Hazardous Trees and Hangers (based on section 2-7.9)
9. Removal of Hazardous Stumps (based on section 2-7.10)
10. ROW White Goods Debris Removal (based on section 2-7.12)
11. Household Hazardous Waste Removal, Transport and Disposal (based on section 2-7.13)
12. E-Waste Removal (based on section 2-7.14)
13. Abandoned Vehicle Removal (based on section 2-7.15)
14. Abandoned Vessel Removal (based on section 2-7.15)
15. Dead Animal Carcasses (based on section 2-7.16)

All fees submitted shall be associated with the fully operational solution during an emergency scenario. Pricing shall include materials, labor, set up fees, training fees, start-up fees, mobilization, demobilization, travel related expenses, meal allowances, hotel rooms, and any charges or other relevant out of pocket expenses associated with the services required within this solicitation. Pricing not within the requested schedules shall be the responsibility of the Proposer to provide these services or purchase these materials.

PART IV: SELECTION CRITERIA AND EVALUATION METHOD

4-1 GENERAL

The County shall be the sole judge of its own best interests, the proposal, and the resulting negotiated agreement. The County reserves the right to investigate the financial capability, reputation, integrity, skill, business experience, and quality of performance under similar operations of each Proposer, including stockholders and principals before making an award. Awards, if any, will be based on both an objective and subjective comparison of Proposals and Proposers. The County's decisions will be final.

The County shall evaluate the merit of the proposal based on the best value criteria listed herein. The sole objective of this evaluation is to select the vendor whose proposal is most responsive and the best value to the County's needs for a contractor to perform Emergency Debris Collection and Removal Services.

The County reserves the right to request additional information or to meet with vendors to discuss points in the Proposal before and after submission, any and all of which may be used in forming a recommendation. This is to include demonstrations of vendor's solutions.

The County reserves the right to reject any and all proposals that fail to meet the requirements of this RFP or which the County determines will not meet its needs. The County may reject the proposal of a vendor who is not, in the opinion of the County, in a position to satisfactorily perform the contract. The County reserves the right to reject any proposal if the evidence submitted by, or investigation of, such vendor fails to satisfy that such vendor is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

The County reserves the right to accept or reject in part or in whole any proposal submitted, and to waive any technicalities or informalities for the best interest of the County. The County reserves the right to award based upon individual line items, sections, or total proposal. The County may also accept or reject any of the alternates that may be set forth in a proposal.

4-2 MINIMUM QUALIFICATIONS AND EXPERIENCE

The County is seeking proposals from vendors who are have past, proven, and positive experiences in projects of similar and same size of scope of work. Proposals shall be accepted from vendors who meet the following minimum criteria, evaluated on a pass/fail basis. The Proposer shall:

- Have at least 5 years' experience in providing services for emergency debris collection and disposal services in an emergency scenario or environment.
- Be licensed to conduct business in the State of Florida.
- Provide a copy of the its audited financial statements for the previous two years and proof of its credit rating.
- Provide an organizational chart showing its ownership structure and resumes of experienced key personnel.

Proposals that do not meet these minimum qualifications will be rejected without the further evaluation outlined in Section 4-3.

4-3 EVALUATION METHOD AND SCORING CRITERIA

A Selection Committee will be appointed by the County Administrator and will be responsible for reviewing and evaluating Proposals, selecting the firm(s) that provides the best value to the County, and then negotiating a contract. The Proposers with the highest-ranked submittals may

be asked to make a detailed presentation of their product / service to the Selection Committee.

All Proposers are advised that in the event of receipt of an adequate number of Proposals which in the opinion of the Evaluation committee require no clarification and/or supplementary information, such Proposals may be evaluated without discussion. Hence, proposals should be initially submitted on the most complete and favorable terms which Proposers are capable of offering to the County.

In general, the County wishes to avoid the expense to the County and to proposers of unnecessary presentations. Therefore, the County shall make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) may request the Purchasing Manager to schedule the top ranked firm(s) for presentations or interviews.

The County may choose to conduct oral interviews with, or receive oral presentations from, one or more of the proposers. If the County chooses to allow oral interviews and/or presentations, such interviews or oral presentations will be open to the public. If oral presentations or interviews are held, the following guidelines will be used.

The Purchasing Manager shall establish the schedule and Proposers will be notified at least 7 calendar days in advance of the date, time and place of the presentations. The specific format of each presentation will be provided to Proposers with the notifications. The County shall allot equal time for each Proposer divided into three sequential parts: formal presentations, questions/answers, and discussion. Oral presentations will provide an opportunity for the Proposers to demonstrate their ability to use time efficiently, effectively, and economically. The times allotted are maximums and no firm will be penalized for using less than the allotted time.

After presentations, firms will be assigned a final score, with the highest ranked firm moving forward to the negotiation phase. The Selection Committee shall rank all complete written proposals and/or formal oral presentations/interviews in order of preference (scoring) and submit this final ranking as its final recommendation. No work for this project shall proceed without written authorization from the County.

The County reserves the right to enter into contract negotiations with the selected Proposer. If the County and the selected Proposer cannot negotiate a successful contract, the County may terminate such negotiations and begin negotiations with the next selected Proposer. No Proposer shall have any rights against the County arising from such negotiations.

Proposal packages will be reviewed and evaluated in accordance with the following criteria and weighting factors:

4-3.1 COMPLIANCE WITH REQUEST FOR PROPOSALS / TAB 1 (0 - 10 POINTS)

This refers to the adherence by the Proposer and the submittal of all required forms, samples and requests within the proposal and all conditions and requirements of this RFP.

4-3.2 RESPONDENTS EXPERIENCE, QUALIFICATIONS, EXISTING CONTRACTS, AND REFERENCES / TABS 2, 3, 4, AND 5 (0 - 30 POINTS)

Offeror's capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, and reliability which will assure good faith performance, as well as satisfactory reference verification. This criteria includes:

a. The experience of the firm and its record on engagements of a similar nature, including the ability to serve in a similar capacity for other units of government or organizations.

b. The character, integrity, reputation, judgment, experience, and efficiency of the Proposer.

c. Personnel to be assigned to the project, and their education, capabilities, qualifications and experience with similar projects.

d. Reference information gathered from other entities regarding the past experience of the firm; and

e. Strength of the other information required in Tabs 2, 3, 4, and 5.

4-3.3 METHODOLOGY, TECHNICAL PLAN, AND APPROACH / TAB 6 (0 - 30 POINTS)

This refers to the exact type and nature of the Proposer's proposed services and how it plans to accomplish the objectives of the project, as well as the ability to rapidly respond to the County's needs. The Proposer must demonstrate a clear understanding of the work to be performed with a complete and reasonable plan/proposal for accomplishing the tasks. Technical evaluations will be based upon the ability of the proposer to meet or exceed the requirements set forth in the specifications. Estimates concerning the ability of the proposer to perform accordingly shall be made by the County.

a. The ability, capacity, skill and organization of the proposer to perform as proposed.

b. The completeness, reasonableness, and efficiency of the proposed solution, including project management, administrative, and staffing plans.

c. The ability of the Proposer to respond rapidly to the County's needs.

d. Any other value added elements of the Proposal as deemed relevant by the County.

4-3.4 COST PROPOSAL / TAB 7 (0 – 30 POINTS)

This refers to the proposed rates of the Proposer. Please note that price is only one factor for consideration of award. The County reserves the right to award the contract to other than the lowest priced offeror.

Part V: Required Forms Packet

The following eleven (11) forms are required and are to be filled out completely and submitted with your proposal as per Section 4 (Instructions for the Preparation of Proposals and Response Requirements). All applicable forms shall be submitted as required by the solicitation documents.

FORM #1 PROPOSER INFORMATION AND AUTHORIZED SIGNATURE

Proposer (Company) Name: _____

F.E.I.N. or Social Security Number: _____

Mailing Address: _____

City, State, Zip: _____

Telephone Number: _____ Fax Number: _____

E-mail Address _____

Type of Entity: ❑ Corporation ❑ Partnership ❑ Proprietorship ❑ Joint Venture ❑ Other

State of Incorporation: _____ Year of Incorporation: _____

This Proposal is hereby submitted by the above-named entity ("Proposer") to St. Lucie County, Florida 20-033 for Emergency Debris Removal Services ("RFP"), having examined the solicitation and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies; and to provide the service in accordance with the terms and specifications set forth in the RFP at the prices provided in this Proposal. The prices in this Proposal will remain firm for a period of up to 90 days in order to allow the County adequate time to evaluate the Proposal. These prices are to cover all expenses incurred in performing the work required under the awarded contract, of which this RFP and Proposal is a part.

Proposer accepts all of the terms and conditions of the RFP. Proposer understands that a background investigation may be conducted by the County prior to award. Proposer hereby agrees to commence work under contract on or before a date to be specified in a written "Notice to Proceed" of the County.

Proposer has examined and carefully studied the Solicitation Documents and the following addendum receipt of which is hereby acknowledged:

No. _____ Dated: _____ No. _____ Dated: _____

No. _____ Dated: _____ No. _____ Dated: _____

Proposer certifies that all information contained in this Proposal is truthful to the best of the undersigned's knowledge and belief. Undersigned certifies that it is duly authorized to submit this Proposal on behalf of the Proposer as its act and deed and that the Proposer is ready, willing, and able to perform if awarded the contract.

Authorized Signature (original, in ink): _____

Type or Printed Name: _____

Title: _____

FORM #2 NON-COLLUSION AFFIDAVIT

STATE OF _____;
COUNTY OF _____;

_____ being first duly sworn, deposes and says that:

1. The undersigned is the _____ (Owner, Partner, Officer, Representative or Agent) of _____ (PROPOSER).

2. PROPOSER is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Bid;

3. Such Proposal is genuine and is not a collusive or sham proposal;

4. Neither the said PROPOSER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other PROPOSER, firm, or person to submit a collusive or sham proposal in connection with the Contract for which the attached Proposal has been submitted; or to refrain from responding to the RFP in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any PROPOSER, firm, or person to fix the price or prices in the attached Proposal or any other PROPOSER, or to fix any overhead, profit, or cost element of the pricing or the pricing of any other proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against COUNTY, or any person interested in the proposed Contract;

5. The price of items quoted in the attached Proposal are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any other of its agents, representatives, owners, employees or parties in interest.

By: _____

Sworn to and subscribed before me on this _____ day of _____, 20____ by _____who ☐ is personally known to me or who ☐ has presented the following type of identification: _____.

Signature of Notary Public, State of Florida	Notary seal (stamped in black ink) OR printed, typed or stamped name of Notary and Commission Number

FORM #3 CORPORATE RESOLUTION

I, _____, Secretary of _____, a Corporation organized and existing under the laws of the State of _____, hereby certify that at a meeting of the Board of Directors of the Corporation duly called and held on _____, 20____ at which a quorum was present and acting throughout, the following resolutions were adopted and are now in full force effect:

RESOLVED that the following individuals of this corporation are authorized to execute on behalf of this corporation, a Proposal to and Agreement with St. Lucie County, Florida for the provision of Emergency Debris Removal Services.

I further certify that the names of the officers of this corporation and any other persons authorized to act under this resolution and their official signatures are as follows:

NAME	TITLE	OFFICIAL SIGNATURE

IN WITNESS THEREOF, I have hereunto subscribed my name as Secretary and affixed the seal of the corporation this _____ day of _____, 20 _____

FORM #4 CONFIRMATION OF DRUG-FREE WORKPLACE

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087 Florida Statutes). In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or Contractual services that are under Bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contenders to, any violation of Chapter 893 Florida Statutes or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after the conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

Signature of Proposer's Authorized Representative

FORM #5 PUBLIC ENTITY CRIME AFFIDAVIT

Any person submitting a quote, bid or proposal in response to this invitation must execute the enclosed form PUR. 7069, SWORN STATEMENT UNDER SECTION 287.133 (3)(A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with his quote, bid or proposal. If you are submitting a quote, bid, or proposal on behalf of dealers or suppliers who will ship commodities and receive payment from the resulting contract, it is your responsibility to see that copy (s) of the form are executed by them and are included in your quote, bid or proposal. Corrections to the form will not be allowed after the quote, bid or proposal opening time and date. Failure to complete this form in every detail and submit it with your quote, bid or proposal may result in immediate disqualification of your bid or proposal.

The 1988 Florida Legislature passed Senate Bill 458 creating Sec. 287, 132-133, Florida Statutes, effective 7-1-89. Sec. 287.132 (3)(d), Florida Statutes requires the Florida Department of General Services to maintain and make available to other political entities a "convicted vendor" list consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. A public entity crime is described by Sec. 287.133, Florida Statute as a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or with an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

By law no public entity shall accept any bid from, award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statute for category two (currently $10,000) with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133 (3)(f), Florida Statute.

The attached statement or affidavit will be the form to be utilized and must be properly signed in the presence of a notary public or other officer authorized to administer oaths and properly executed.

The inclusion of the sworn statement or affidavit shall be submitted concurrently with your bid documents. Non-inclusion of this document may necessitate rejection of your bid.

FORM #5 PUBLIC ENTITY CRIME AFFIDAVIT

SWORN STATEMENT UNDER SECTION 287.133 (3) (A), FLORIDA STATUTES
ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

STATE OF _____;
COUNTY OF _____;

1. This sworn statement is submitted to St. Lucie County, Florida.

2. This sworn statement is submitted by _____ (name of entity submitting sworn statement) whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____.

3. My name is _____ and my relationship to the entity named above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b) Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and

agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133 (1)(e), FLORIDA STATUTES, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

8. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND, (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

_____

Signature

Sworn to and subscribed before me on this _____ day of _____, 20____ by _____who ☐ is personally known to me or who ☐ has presented the following type of identification: _____.

Signature of Notary Public, State of Florida	Notary seal (stamped in black ink) OR printed, typed or stamped name of Notary and Commission Number

FORM #6 HOLD HARMLESS AND INDEMNITY AGREEMENT

_____, agrees through signing of this document by an authorized party or agent that the Proposer shall indemnify and hold harmless the County and its officers; and employees, from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers and employees may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Proposer and persons employed or utilized by the Proposer in the performance of the awarded contract. The Proposer shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The Proposer expressly understands and agrees that any insurance protection required by the awarded contract or otherwise provided by Proposer shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

_____

Signature of Proposer's Authorized Representative

_____

Date

FORM #7 CERTIFICATION REGARDING DEBARMENT & SUSPENSION

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the CONTRACTOR (referred to herein as the "prospective lower tier participant") is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The

knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AN VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CONTRACTOR Company Name	Contract Number
Name	
Title	
Signature	Date

FORM #8 ANTI-LOBBYING CERTIFICATION

CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____

CONTRACTOR Name

_____

Signature of Contractor's Authorized Official

_____ _____

Name and Title of Contractor's Authorized Official Date

FORM #9 SCHEDULE 1 – HOURLY LABOR, EQUIPMENT, AND MATERIAL PRICE SCHEDULE

Equipment Type with Operator Category	Estimated Hours	Hourly Labor Rate	Total Extended Price
Air Curtain Burner, Self-contained System	350		
50' Bucket Truck	350		
Crash Truck w/impact Attenuator	140		
Dozer, Tracked, D3 or Equivalent	70		
Dozer, Tracked, D4 or Equivalent	140		
Dozer, Tracked, D5 or Equivalent	210		
Dozer, Tracked, D8 or Equivalent	210		
Dump Truck, 16 +/- CY	140		
Dump Truck, 20 +/- CY	210		
Dump Truck, 38 +/- CY	210		
Generator, 5.5 kW, List kW Capacity	140		
Generator, 200 kW, List kW Capacity	140		
Generator, 2,500 kW, List kW Capacity	210		
Light Plant with Fuel and Support	350		
Grader w/12" Blade (Min. 30,000 LB)	70		
Hydraulic Excavator, 1.5 CY	140		
Hydraulic Excavator, 2.5 CY	140		
Knuckleboom Loader	350		
Lowboy Trailer w/Tractor	140		
Mobile Crane up to 15 ton	140		
Pump, 95 HP (minimum 25' intake & 200' discharge to include fuel and support personnel)	70		
Pump, 200 HP (minimum 25' intake & 200' discharge to include fuel and support personnel)	70		
Pump, 650 HP (minimum 25' intake & 200' discharge to include fuel and support personnel)	70		
Vac Truck (Mist Capacity), List capacity	210		

Pickup Truck, I ton	70		
Skid-Steer Loader, 1,500 LB operating capacity (w/utility grapple)	140		
Skid-Steer Loader, 2,500 LB operating capacity (w/utility grapple)	140		
Compact Track Loader, 1,500 LB operating capacity (w/utility grapple)	140		
Compact Track Loader, 2,500 LB operating capacity (w/utility grapple)	140		
Tub Grinder, 800 to 1,000 HP	350		
Hydraulic Excavator, 1.5 CY (w/thumb)	140		
Hydraulic Excavator, 2.5 CY (w/thumb)	140		
Truck, Flatbed	70		
Articulated, Telescoping Scissor Lift for Tower, 15 HP/37 ft. Lift	350		
Water Truck, 2,500 gal (Non-potable, dust control and pavement maintenance)	350		
Wheel Loader, 3 CY, 152 HP	140		
Wheel Loader, 4.0 CY, 200 HP	140		
Wheel Loader, 1.5 CY, 95 HP	210		
Equipment with Operator Grand Total Extended Price:			
Others not listed in labor category – Please list below			

Labor Category	Estimated Hours	Hourly Labor Rate	Total Extended Price
Operations Manager w/cell phone and ½ ton pick-up truck	70		
Crew Foreman w/cell phone and one ton equipment truck w/small tools and miscellaneous supplies in support of crew	140		

Tree Climber/Chainsaw and gear	350		
Laborer w/Chainsaw and gear	350		
Laborer w/small tools, traffic control or flag person	350		
Bonded and Certified Security Personnel	140		
Labor Category Grand Total Extended Price:			
Others not listed in labor category – Please list below			
Crew Category	**Estimated Hours**	**Hourly Labor Rate**	**Total Extended Price**
Wheel Loader, 2.5 CY, 950 or Similar w/operator, Foreman with support vehicle and small equipment, Laborer w/chain saw and 2 laborers w/small tools	350		
Crew Category Grand Total Extended Price:			
Others not listed in crew category – Please list below			
GRAND TOTAL OF SCHEDULE 1 (Total extended price of all 3 Categories)			

FORM #9 SCHEDULE 2 – UNIT RATE PRICE SCHEDULE

References for each category of work are to RFP Scope of Services Items 2-7.2 through 2-7.16. If a vendor elects to "No Bid" individual service offerings, its proposal may be considered non-responsive to the County.

2.7-2. Vegetative Debris Removal -- Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to a County approved debris management site (DMS) or County approved final disposal site.

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	100,000			
16 to 30 Miles	125,000			
31 to 60 Miles	75,000			
Greater than 60 Miles	50,000			

2-7.3. C&D Debris Removal – Work consists of the collection and transportation of eligible C&D on the ROW or public property to a County approved final disposal site.

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	15,000			
16 to 30 Miles	25,000			
31 to 60 Miles	25,000			
Greater than 60 Miles	15,000			

2-7.4. Demolition, Removal, Transport & Disposal of Non-RACM Structures – Work consists of the decommissioning, demolition and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a County approved final disposal site.

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	5,000			
16 to 30 Miles	10,000			

31 to 60 Miles	10,000			
Greater than 60 Miles	5,000			

2-7.5. Demolition, Removal, Transport & Disposal of RACM Structures – Work consists of the decommissioning, demolition and disposal of RACM structures on public or private property and hauling the resulting debris to a County approved final disposal site.

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	5,000			
16 to 30 Miles	10,000			
31 to 60 Miles	10,000			
Greater than 60 Miles	5,000			

2-7.6. DMS Operation and Reduction Through Grinding – Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through grinding. The costs associated with acquiring, preparing, leasing, renting, operating and remediating land used as DMS as reflected in this RFP.

	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
	175,000			

2-7.7. DMS Management & Reduction by Air Curtain Incineration – Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through air curtain incinerators. The costs associated with acquiring, preparing, leasing, renting, operating and remediating land used as DMS as reflected in this RFP.

	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
	175,000			

2-7.8. Haul-out of Reduced Debris to a County Approved Final Disposal Site – Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County approved final disposal site.

FORM #9 SCHEDULE 2 – UNIT RATE PRICE SCHEDULE

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	6,100			
16 to 30 Miles	9,100			
31 to 60 Miles	15,000			
Greater than 60 Miles	30,000			
2-7.9. Removal of Hazardous Trees and Hangers – Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Item 2, Vegetative Debris Removals				
Diameter	Estimated Quantity	$ Per Tree	Total	
6 inch to 12.99 inch diameter	1,500			
13 inch to 24.99 inch diameter	1,000			
25 inch to 36.99 inch diameter	750			
37 inch to 48.99 inch diameter	300			
49 inch to larger diameter	100			
Hanger Removal (per Tree)	3,000			
2-7.10. Removal of Hazardous Stumps – Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to a County Approved DMS. Rate includes removal, backfill of stump hole, reduction and final disposal.				
Diameter	Estimated Quantity	$ Per Stump	Total	
24.1 inch to 36.99 inch diameter	500			
37 inch to 48.99 inch diameter	250			
49 inch and larger diameter				

2-7.12. ROW White Goods Debris Removal – Work consists of the removal of eligible white goods from the ROW to a County approved DMS site or County approved facility for recycling. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible white goods from the County approved DMS to a County approved facility for recycling.

Type of Debris	Estimated Quantity	$ Per Unit	Total	
A/C Units, refrigerators and freezers requiring refrigerant recovery and decontamination	250			
Washers, dryers, stoves, ovens and hot water heaters	500			

2-7.13. Household Hazardous Waste Removal, Transport and Disposal – Work consists of the collection, transportation and disposal of household hazardous waste from the ROW to a County approved permitted hazardous waste facility or MSW type I landfill.

	Estimated Quantity	$ Per Pound	Total	
	10,000			

2-7.14. E-Waste Removal – Work consists of the recovery and disposal of televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.

	Estimated Quantity	$ Per Unit	Total	
	250			

2-7.15. Abandoned Vehicle Removal – Work consists of the removal and transport of eligible abandoned vehicles.

Type of Vehicle	Estimated Quantity	$ Per Unit	Total	
Passenger Car	50			
Single Axle	25			

Double Axle	25			
2-7.15. Abandoned Vessel Removal – Works consists of the removal and transport of eligible abandoned vessels.				
Length of Vessel	Estimated Quantity	$ Per Unit	Total	
Vessels less than 20 linear feet	75			
Vessels 21 linear feet or greater	50			
2-7.16. Dead Animal Carcasses – Work consists of the recovery and disposal of dead animal carcasses.				
	Estimated Quantity	$ Per Pound	Total	
	10,000			
GRAND TOTAL OF SCHEDULE 2				

CONTRACTOR Name

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

ADDENDUM No. 1

RFP No. 21-037
Emergency Debris Removal

April 7, 2021

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project, and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

Attachment:

Questions/Answers

Please sign and return by e-mail to ciminod@stlucieco.org or fax to (772) 462-1704.

Name of Firm: _____

Signature: _____

Date: _____

1. Does the County still have a disaster debris monitoring firm under contract, or is that contract being re-procured as well?
   Answer: The County has newly procured contracts with the following: True North Emergency Mgmt., Thompson Consulting and Tetra Tech.

2. Are you able to provide the names and titles of the evaluation committee members?
   Answer: No

3. Are you able to provide the date, time, and location when the evaluation committee meeting will evaluate proposals?
   Answer: No

4. Where will the intent to award be made, and how will it be communicated to proposers?
   Answer: Notice of Intent are posted on DemandStar.com

5. Does St. Lucie County own any self-loading grapple trucks? If the answer to the previous question is "yes," how many?
   Answer: No

6. How many miles of County maintained roadway is within the County?
   Answer: 540 miles of roadway

7. Does the County have memorandums of understanding or mutual aid agreements in place with other incorporated municipalities within the County that would allow the use of this contract to be utilized by those entities to perform disaster debris management services?
   Answer: No

8. Does the County intend to allow for some of the incorporated municipalities within the County to utilize this contract, and if so, which ones?
   Answer: It is unknown at this time.

9. On page 55 of 76 of the RFP document, the proposed rates will be evaluated on the unit rates submitted for the individual items listed. Does this mean that you will evaluate each line item's cost separately, and thus, will not simply be adding up the line items to come up with a "bid price"?
   Answer: Line items will be evaluated at an overall cost comparison.

10. Does the County plan to evaluate the hourly line items pricing equally with the unit line items pricing, or will they be evaluated and scored separately?
    Answer: They will not be evaluated and scored separately.

11. Line item 2-7.10 of the pricing schedule does not list an estimated quantity for trees that are 49 inches and larger in diameter. Are we to surmise that "0" should be the estimated quantity for this line item?
    Answer: One should be the estimated quantity.

12. Are you able to provide the location(s) of any approved DMS location(s) for the upcoming hurricane season?
    Answer: No

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Donna Leemon
Byars|Wright, Inc. 1700 4th Avenue Jasper AL 35501	PHONE (A/C, No, Ext): 205-690-1382 FAX (A/C, No): E-MAIL ADDRESS: dleemon@byarswright.com

INSURED	CUSTTRE-01
Custom Tree Care, Inc. 6021 SW 29th St PMB #130 Topeka KS 66614	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Specialty Underwriters	13037
INSURER B : Progressive Insurance Co.	32786
INSURER C : Evanston Insurance Company	35378
INSURER D : Navigators Insurance Company	42307
INSURER E : Great American, Inc.	16691
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 969832064 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		CSU0165686	3/26/2021	3/26/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 0
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B B	AUTOMOBILE LIABILITY			00882995-2 01172240-2	7/13/2021 9/27/2021	7/13/2022 9/27/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB [X] OCCUR			XOBW8951321	4/27/2021	3/26/2022	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A					PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
D E	Pollution Liability including Transportation by Owned Autos Rented/Leased Equip			CH21ECPR00197NC IMPE652214	6/25/2021 11/20/2021	6/25/2022 11/20/2022	Limit Deductible See Remarks	$2,000,000 $5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Rented & Leased Equipment - Limit $420,000 - maximum limit per item $210,000 - deductible $5,000

St. Lucie County, its officers, agents and employees are included as additional insured for General Liability, if required by written contract, with respect to the work performed under this contract for the RFP No. 21-037, Emergency Debris Removal.

CERTIFICATE HOLDER

St. Lucie County Board of County Commissioners
2300 Virginia Avenue
Fort Pierce FL 34982

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael R. Gardner

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Deborah Connell	
Best Insurance Group Inc. P.O. Box 67 Trussville AL 35173	PHONE (A/C, No, Ext): 205-655-2128	FAX (A/C, No): 205-655-4895
	E-MAIL ADDRESS: dconnell@bestinsgrp.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Interstate Insurance Company	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED CUSTTRE-01
Custom Tree Care Inc
3722 Southwest Spring Creek Lane
Topeka KS 66610-1221

COVERAGES **CERTIFICATE NUMBER:** 233867110 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		AVWCKS3063122022	2/12/2022	2/12/2023	X PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Officer/Members excluded from Work Comp: Maura Gathers

Work Comp - Florida, Mississippi, Oklahoma, Oregon, Kansas
Email: simberlundm@stlucieco

CERTIFICATE HOLDER

St. Lucie County Board of County Commissioners
2300 Virginia Avenue
Fort Pierce FL 34982

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Brian D. Smith

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St. Lucie County
First Amendment

DocuSign Envelope ID: 4E12915E-DAE2-41AB-9534-E528935D4F92

C22-02-157

FIRST AMENDMENT TO FEBRUARY 15, 2022 CONTRACT
BETWEEN ST. LUCIE COUNTY AND CUSTOM TREE CARE, INC.

THIS FIRST AMENDMENT, is made and entered into this 24 day of January, 2023, by and between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, (the "County") and **CUSTOM TREE CARE, INC.,** or his, its or their successors, executors, administrators, and assigns (the "Contractor").

WHEREAS, on February 15, 2022, the parties entered into a Contract to provide for Emergency Debris Removal; and,

WHEREAS, the parties desire to amend the Agreement to exercise the first one-year renewal option.

NOW, THEREFORE, in consideration of the mutual promise contained herein, the parties agree to amend the Contract as follows:

1. Paragraph 6. TERM/TIME OF PERFORMANCE shall be amended to read as follows:

   6. **TERM/TIME OF PERFORMANCE**

   Term: The term of this contract shall be for a period of two (2) years beginning on **February 15, 2022** and continuing through and including **February 14, 2024**. Upon mutual written agreement, this Contract may be extended for two (2) additional one-year renewal terms pursuant to the same terms and conditions.

   Work Hours: The Contractor shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed 7 days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the County and the Contractor. Unless otherwise directed, the Contractor must be capable of conducting volumetric reduction operations at DMS locations on a 24 hour, 7 days a week basis. No work will be performed on recognized County holidays without prior approval of the County Debris Manager.

   Time of Completion: The services shall commence upon the written notice to proceed from the County Project Manager or his designee, and the project shall be completed in accordance with the individual project schedule.

2. Except as amended herein, all other terms and conditions of the Contract shall remain in full force and effect.

DocuSign Envelope ID: 4E12915E-DAE2-41AB-9534-E528935D4F92

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Amendment upon the terms and conditions above stated.

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: _____
Interim **COUNTY ADMINISTRATOR**

APPROVED AS TO FORM AND CORRECTNESS:

_____
COUNTY ATTORNEY

CUSTOM TREE CARE, INC.

BY: Greg Gathers 1/23/2023

PRINT NAME: Greg Gathers

TITLE: CEO

St. Lucie County
Second Amendment

DocuSign Envelope ID: 4DDE97E5-2F0C-473C-A023-0378F2B14CD6

SECOND AMENDMENT TO FEBRUARY 15, 2022 CONTRACT
BETWEEN ST. LUCIE COUNTY AND CTC DISASTER RESPONSE, INC.

THIS SECOND AMENDMENT, is made and entered into this 6 day of February, 2024, by and between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, (the "County") and **CTC DISASTER RESPONSE, INC. f/k/a CUSTOM TREE CARE, INC.,** or his, its or their successors, executors, administrators, and assigns (the "Contractor").

WHEREAS, on February 15, 2022, the parties entered into a Contract to provide for Emergency Debris Removal; and,

WHEREAS, on January 24, 2023, the parties executed the first amendment to the Contract to exercise the first one-year renewal option.

WHEREAS, the parties desire to further amend the Contract to exercise the second one-year renewal option and update the pricing.

NOW, THEREFORE, in consideration of the mutual promise contained herein, the parties agree to amend the Contract as follows:

1. Paragraph 6. TERM/TIME OF PERFORMANCE shall be amended to read as follows:

6. **TERM/TIME OF PERFORMANCE**

Term: The term of this contract shall be for a period of three (3) years beginning on **February 15, 2022** and continuing through and including **February 14, 2025**. Upon mutual written agreement, this Contract may be extended for one (1) additional one-year renewal period pursuant to the same terms and conditions.

Work Hours: The Contractor shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed 7 days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the County and the Contractor. Unless otherwise directed, the Contractor must be capable of conducting volumetric reduction operations at DMS locations on a 24 hour, 7 days a week basis. No work will be performed on recognized County holidays without prior approval of the County Debris Manager.

Time of Completion: The services shall commence upon the written notice to proceed from the County Project Manager or his designee, and the project shall be completed in accordance with the individual project schedule.

2. Paragraph 8. CONTRACT PAYMENT shall be amended to include the following:

Effective February 15, ~~2023~~ 2024, the County shall pay the Contractor for the performance of this Contract and completion of the project in accordance with the Contract Documents: Pursuant to the Exhibit "A" Revised Hourly Labor, Equipment and Materials Price Schedule attached.

3. Except as amended herein, all other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Amendment upon the terms and conditions above stated.

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: _____
COUNTY ADMINISTRATOR

APPROVED AS TO FORM AND CORRECTNESS:

_____
COUNTY ATTORNEY

CTC DISASTER RESPONSE INC.

BY: Greg Gathers 2/5/2024

PRINT NAME: Greg Gathers

TITLE: CEO

DocuSign Envelope ID: 4DDE97E5-2F0C-473C-A023-0378F2B14CD6

Exhibit "A" Updated Pricing Schedule

Contractor's Name: CTC DISASTER RESPONSE, INC. (FKA CUSTOM TREE CARE, INC.)

Equipment Type with Operator Category	Previous Houly Labor Rate	Proposed Hourly Labor Rate	Increase Percentage
Air Curtain Burner, Self-contained System	130	130	0
50' Bucket Truck	155	162.75	5
Crash Truck w/impact Attenuator	80	80	0
Dozer, Tracked, D3 or Equivalent	110	115.50	5
Dozer, Tracked, D4 or Equivalent	115	120.75	5
Dozer, Tracked, D5 or Equivalent	125	131.25	5
Dozer, Tracked, D8 or Equivalent	165	165	0
Dump Truck, 16 +/- CY	100	105	5
Dump Truck, 20 +/- CY	100	105	5
Dump Truck, 38 +/- CY	110	115.50	5
Generator, 5.5 kW, List kW Capacity	25	26.25	5
Generator, 200 kW, List kW Capacity	65	68.25	5
Generator, 2,500 kW, List kW Capacity	410	430.50	5
Light Plant with Fuel and Support	25	26.25	5
Grader w/12" Blade (Min. 30,000 LB)	130	130	0
Hydraulic Excavator, 1.5 CY	135	141.75	5
Hydraulic Excavator, 2.5 CY	135	141.75	5
Knuckleboom Loader	195	195	0
Lowboy Trailer w/Tractor	110	115.50	5
Mobile Crane up to 15 ton	100	100	0
Pump, 95 HP (minimum 25' intake & 200' discharge to include fuel and support personnel)	38	38	0
Pump, 200 HP (minimum 25' intake & 200' discharge to include fuel and support personnel)	69	69	0
Pump, 650 HP (minimum 25' intake & 200' discharge to include fuel and support personnel)	110	110	0
Vac Truck (Mist Capacity), List capacity	270	283.50	5
Pickup Truck, I ton	25	26.25	5
Skid-Steer Loader, 1,500 LB operating capacity (w/utility grapple)	65	68.25	5
Skid-Steer Loader, 2,500 LB operating capacity	85	89.25	5

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Exhibit "A" Updated Pricing Schedule

Contractor's Name: CTC DISASTER RESPONSE, INC. (FKA CUSTOM TREE CARE, INC.)

(w/utility grapple)	~~5~~		
Compact Track Loader, 1,500 LB operating capacity (w/utility grapple)	65	68.25	5
Compact Track Loader, 2,500 LB operating capacity (w/utility grapple)	85	89.25	5
Tub Grinder, 800 to 1,000 HP	525	551.25	5
Hydraulic Excavator, 1.5 CY (w/thumb)	140	147	5
Hydraulic Excavator, 2.5 CY (w/thumb)	140	147	5
Truck, Flatbed	60	63	5
Articulated, Telescoping Scissor Lift for Tower, 15 HP/37 ft. Lift	25	26.25	5
Water Truck, 2,500 gal (Non-potable, dust control and pavement maintenance)	70	73.50	5
Wheel Loader, 3 CY, 152 HP	140	147	5
Wheel Loader, 4.0 CY, 200 HP	140	147	~~5~~
Wheel Loader, 1.5 CY, 95 HP	130	130	0
Labor Category	**Previous Houly Labor Rate**	**Proposed Hourly Labor Rate**	**Increase Percentage**
Operations Manager w/cell phone and ½ ton pick-up truck	75	78.75	5
Crew Foreman w/cell phone and one ton equipment truck w/small tools and miscellaneous supplies in support of crew	55	57.75	5
Tree Climber/Chainsaw and gear	75	78.75	5
Laborer w/Chainsaw and gear	45	47.25	5
Laborer w/small tools, traffic control or flag person	40	42	5
Bonded and Certified Security Personnel	75	78.75	5
Crew Category	**Previous Houly Labor Rate**	**Proposed Hourly Labor Rate**	**Increase Percentage**
Wheel Loader, 2.5 CY, 950 or Similar w/operator, Foreman with support vehicle and small equipment, Laborer w/chain saw and 2 laborers w/small tools	320	336	5

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2.7-2. Vegetative Debris Removal -- Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to a County approved debris management site (DMS) or County approved final disposal site.

Mileage	Previous Per Cubic Yard	Proposed Per Cubic Yard	Previous Per Ton (Alternate)	Proposed Per Ton (Alternate)
0 to 15 Miles	7.00	7.35	70.00	73
16 to 30 Miles	7.75	8.10	77.50	80
31 to 60 Miles	7.99	8.35	79.90	83
Greater than 60 Miles	8.09	8.45	80.90	84

2-7.3. C&D Debris Removal – Work consists of the collection and transportation of eligible C&D on the ROW or public property to a County approved final disposal site.

Mileage	Previous Per Cubic Yard	Proposed Per Cubic Yard	Previous Per Ton (Alternate)	Proposed Per Ton (Alternate)
0 to 15 Miles	7.00	7.35	70.00	~~70.00~~ 73
16 to 30 Miles	7.75	8.10	77.50	~~77.50~~ 80
31 to 60 Miles	7.99	8.35	79.90	~~79.90~~ 83
Greater than 60 Miles	8.09	8.45	80.90	~~80.90~~ 84

2-7.4. Demolition, Removal, Transport & Disposal of Non-RACM Structures – Work consists of the decommissioning, demolition and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a County approved final disposal site.

Mileage	Previous Per Cubic Yard	Proposed Per Cubic Yard	Previous Per Ton (Alternate)	Proposed Per Ton (Alternate)
0 to 15 Miles	14.00	14.70	140	147
16 to 30 Miles	14.50	15.22	145	152
31 to 60 Miles	14.95	15.65	149.50	156
Greater than 60 Miles	15.20	15.95	152.00	159

2-7.5. Demolition, Removal, Transport & Disposal of RACM Structures – Work consists of the decommissioning, demolition and disposal of RACM structures on public or private property and hauling the resulting debris to a County approved final

disposal site.

Mileage	Previous Per Cubic Yard	Proposed Per Cubic Yard	Previous Per Ton (Alternate)	Proposed Per Ton (Alternate)
0 to 15 Miles	19.95	19.95	199.50	~~199.50~~ 199.50
16 to 30 Miles	20.45	20.45	204.50	~~204.50~~ 204.50
31 to 60 Miles	20.90	20.90	209.00	~~209.00~~ 209.00
Greater than 60 Miles	21.15	21.15	211.50	~~211.50~~ 211.50

2-7.6. DMS Operation and Reduction Through Grinding – Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through grinding. The costs associated with acquiring, preparing, leasing, renting, operating and remediating land used as DMS as reflected in this RFP.

	Previous Per Cubic Yard	Proposed Per Cubic Yard	Previous Per Ton (Alternate)	Proposed Per Ton (Alternate)
	3.49	3.66	34.90	~~34.90~~ 36.64

2-7.7. DMS Management & Reduction by Air Curtain Incineration – Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through air curtain incinerators. The costs associated with acquiring, preparing, leasing, renting, operating and remediating land used as DMS as reflected in this RFP.

	Previous Per Cubic Yard	Proposed Per Cubic Yard	Previous Per Ton (Alternate)	Proposed Per Ton (Alternate)
	2.49	2.61	24.90	26.14

2-7.8. Haul-out of Reduced Debris to a County Approved Final Disposal Site – Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County approved final disposal site.

Mileage	Previous Per Cubic Yard	Proposed Per Cubic Yard	Previous Per Ton (Alternate)	Proposed Per Ton (Alternate)
0 to 15 Miles	3.20	3.36	32.00	33.60
16 to 30 Miles	3.70	3.88	37.00	38.85
31 to 60 Miles	4.40	4.62	44.00	46.20
Greater than 60 Miles	4.99	5.23	49.90	52.35

2-7.9. Removal of Hazardous Trees and Hangers – Work consists of removing eligible hazardous trees or limbs and placing

them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Item 2, Vegetative Debris Removals

Diameter	Previous Per Tree	Proposed Per Tree	Percentage Increase	
6 inch to 12.99 inch diameter	48	50.40	5	
13 inch to 24.99 inch diameter	138	144.90	5	
25 inch to 36.99 inch diameter	248	260.40	5	
37 inch to 48.99 inch diameter	348	365.40	5	
49 inch to larger diameter	398	417.90	5	
Hanger Removal (per Tree)	78	81.90	5	

2-7.10. Removal of Hazardous Stumps – Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to a County Approved DMS. Rate includes removal, backfill of stump hole, reduction and final disposal.

Diameter	Previous Per Stump	Proposed Per Stump	Percentage Increase	
24.1 inch to 36.99 inch diameter	195	204.75	5	
37 inch to 48.99 inch diameter	295	309.75	5	
49 inch and larger diameter	~~495~~	519.75	5	

2-7.12. ROW White Goods Debris Removal – Work consists of the removal of eligible white goods from the ROW to a County approved DMS site or County approved facility for recycling. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible white goods from the County approved DMS to a County approved facility for recycling.

Type of Debris	Previous Per Unit	Proposed Per Unit	Percentage Increase	
A/C Units, refrigerators and freezers requiring refrigerant recovery and decontamination	45	45	0	
Washers, dryers, stoves, ovens and hot water heaters	40	42	5	

2-7.13. Household Hazardous Waste Removal, Transport and Disposal – Work consists of the collection, transportation and

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disposal of household hazardous waste from the ROW to a County approved permitted hazardous waste facility or MSW type I landfill.

	Previous Per Pound	Proposed Per Pound	Percentage Increase	
	4	4.20	5	

2-7.14. E-Waste Removal – Work consists of the recovery and disposal of televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.

	Previous Per Unit	Proposed Per Unit	Percentage Increase	
	30	30	0	

2-7.15. Abandoned Vehicle Removal – Work consists of the removal and transport of eligible abandoned vehicles.

Type of Vehicle	Previous Per Unit	Proposed Per Unit	Percentage Increase	
Passenger Car	200	200	0	
Single Axle	200	200	0	
Double Axle	425	425	0	

2-7.15. Abandoned Vessel Removal – Works consists of the removal and transport of eligible abandoned vessels.

Length of Vessel	Previous Per Unit	Proposed Per Unit	Percentage Increase	
Vessels less than 20 linear feet	35	35	0	
Vessels 21 linear feet or greater	49	49	0	

2-7.16. Dead Animal Carcasses – Work consists of the recovery and disposal of dead animal carcasses.

	Previous Per Pound	Proposed Per Pound	Percentage Increase	
	1.00	1.00	0	

St. Lucie County
Third Amendment

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THIRD AMENDMENT TO FEBRUARY 15, 2022 CONTRACT
BETWEEN ST. LUCIE COUNTY AND CTC DISASTER RESPONSE, INC.

THIS THIRD AMENDMENT, is made and entered into this 3 day of March, 2025, by and between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, (the "County") and **CTC DISASTER RESPONSE, INC. f/k/a CUSTOM TREE CARE, INC.,** or his, its or their successors, executors, administrators, and assigns (the "Contractor").

WHEREAS, on February 15, 2022, the parties entered into a Contract to provide for Emergency Debris Removal; and,

WHEREAS, on January 24, 2023, the parties executed the first amendment to the Contract to exercise the first one-year renewal option.

WHEREAS, on February 5, 2024, the parties executed the second amendment to the Contract to exercise the second one-year renewal option and update the pricing; and,

WHEREAS, the parties desire to further amend the Contract to exercise the third one-year renewal option, update the Debris Management Sites (DMS), and clarify the mileage categories.

NOW, THEREFORE, in consideration of the mutual promise contained herein, the parties agree to amend the Contract as follows:

1. Paragraph 6. TERM/TIME OF PERFORMANCE shall be amended to read as follows:

   6. **TERM/TIME OF PERFORMANCE**

   Term: The term of this contract shall be for a period of four (4) years beginning on **February 15, 2022** and continuing through and including **February 14, 2026.**

2. Section 2-7.20 Debris Management Sites (DMS) shall be amended to include the following:

   2-7.20 DEBRIS MANAGEMENT SITES (DMS)

   The County shall provide predetermined locations to support the event in which the contract is activated. The County shall provide the vendor with an updated list of those locations annually. Depending on the incident in which the contract is activated the County may provide the Vendor with a minimum of 2 DMS locations.

   The Current Debris Management Sites are as follows:

Florida Department of Environmental Protection (FDEP) **FDEP Site Name & FDEP WACS #**	**Approximate Acres**	**Permitted Waste Type(s)**	**GPS Entrance Location & Address/Description**
Central County - Midway Site **WACS# 108672** Aka. "Midway" or "Former Tropicana"	~ 11 acres	**Yard Trash, C&D, Mixed**	27°22'29.0"N 80°24'11.6"W 8000 W. Midway Road
Airport West Commerce Park **WACS# 104969** Aka. "Kings Highway"	~ 17 acres Depending on rainfall, 20 additional acres might be usable south of entrance road.	**Yard Trash, C&D, Mixed**	27°29'54.1"N 80°23'54.6"W 3590 N. Kings Hwy.
SLC HD Staging Site **WACS# 99866** Aka. "Indrio Road"	~ 20 usable acres	**Yard Trash, C&D, Mixed**	27°31'14.6"N 80°22'19.6"W (West of US Hwy. 1, east of of Kings Hwy.)
Indian River Estates-Yard Waste **WACS# 106183** Aka. "Indian River Estates"	~ 1 acre, up to 4 acres if site is cleared of all trees and concrete	**Yard Trash ONLY**	27°21'07.5"N 80°19'32.5"W Entrance is a 30' wide easement on US Hwy. 1, just South of Easy Street
St. Lucie County Fairgrounds Staging Area **WACS# 106183** Aka. "Fairgrounds"	~ 9 acres (potentially) The area was used in 2005.	**Yard Trash, C&D, Mixed**	27°21'55.4"N 80°29'20.7"W Enter from Peacock Road

3. Schedule 2 – Unit Rate Price schedule shall be amended to include the following clarification:

Work consists of the collection and transportation of (i)eligible vegetative debris; (ii) C&D; (iii) Non-RACM Structures; (iv) RACM Structures; and (v) reduced eligible disaster related debris on the ROW or public property to a County approved debris management site (DMS) or County approved final disposal site.

Mileages Categories shall be as follows:

A. 0 to 15.9 Miles
B. 16 to 30.9 Miles
C. 31 to 60.9 Miles
D. 70 Miles or Greater

4. Except as amended herein, all other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Amendment upon the terms and conditions above stated.

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: _____
COUNTY ADMINISTRATOR

APPROVED AS TO FORM AND CORRECTNESS:

_____
COUNTY ATTORNEY

CTC DISASTER RESPONSE INC.

BY: Greg Gathers

PRINT NAME: Greg Gathers

TITLE: CEO

2/28/2025

DECLARATION UNDER PENALTY OF PERJURY

When a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must complete this Declaration, pursuant to Florida Statute §787.06 (13).

I, GREG GATHERS (name), an officer or authorized representative for CTC DISASTER RESPONSE, INC. (business name), a nongovernmental entity, declare that CTC DISASTER RESPONSE, INC. (business name) does not use coercion for labor or services as defined in Florida Statute §787.06.

I declare under penalties of perjury that the foregoing statements are true and correct.

Signature

GREG GATHERS, PRESIDENT

Print Name and Title

Date 2/28/25

STATE OF KANSAS

COUNTY OF SHAWNEE

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization on this 2/28, 2025 by GREG GATHERS, who is [X] personally known to me or [ ] has produced _____ as identification.

CAROLINE MCCOY
Notary Public
State of Kansas
My Commission Expires 4-4-25

Signature of Notary Public

CONTRACT PROVISIONS FOR FEMA PUBLIC ASSISTANCE

Pursuant to 2 CFR 200.327 and Appendix II to Part 200, the following federal requirements and contract provisions are incorporated herein, where applicable:

Contractor acknowledges that any subcontracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Contractor acknowledges that all subcontracts in excess of $10,000 must address termination for cause and for convenience by the Contractor including the manner by which it will be affected and the basis for settlement.

Contractor agrees to adhere to contract provisions (1) through (20) below where applicable:

1. **Equal Opportunity**: During the performance of this contract, the CONTRACTOR agrees as follows:
During the performance of this contract, the CONTRACTOR agrees as follows:

   (1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

   (2) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

   (3) The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or

applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR's legal duty to furnish information.

(4) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.
The applicant further agrees that it will be bound by the above equal opportunity

clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and sub-contractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a CONTRACTOR debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and sub-contractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. **Davis-Bacon Act:** CONTRACTOR agrees to abide by the following (*as applicable to projects not solely funded by SLFRF funds*):

(1)

Minimum wages —

(i) *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics. As provided in paragraphs (d) and (e) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph (a)(4) of this section.

Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (a)(1)(iii) of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the CONTRACTOR and its sub-contractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) *Frequently recurring classifications.*

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph (a)(1)(iii) of this section, provided that:

(*1*) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(*2*) The classification is used in the area by the construction industry; and

(*3*) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with paragraph (a)(1)(iii)(A)(*3*) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) *Conformance.*

(A) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(*1*) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(*2*) The classification is used in the area by the construction industry; and

(*3*) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage

rates contained in the wage determination.

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the CONTRACTOR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) In the event the CONTRACTOR, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov,* refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(E) The contracting officer must promptly notify the CONTRACTOR of the action taken by the Wage and Hour Division under paragraphs (a)(1)(iii)(C) and (D) of this section. The CONTRACTOR must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (a)(1)(iii)(C) or (D) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iv) *Fringe benefits not expressed as an hourly rate.* Whenever the

minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the CONTRACTOR may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v)

Unfunded plans. If the CONTRACTOR does not make payments to a trustee or other third person, the CONTRACTOR may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the CONTRACTOR, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis- Bacon Act have been met. The Secretary of Labor may require the CONTRACTOR to set aside in a separate account assets for the meeting of obligations under the plan or program.

(vi)

Interest. In the event of a failure to pay all or part of the wages required by the contract, the CONTRACTOR will be required to pay interest on any underpayment of wages.

(2)

Withholding —

(i)

Withholding requirements. The City of Fort Pierce may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the CONTRACTOR so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime CONTRACTOR or any sub-contractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in paragraph (a) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime CONTRACTOR (as defined in § 5.2). The necessary funds may be withheld from the CONTRACTOR under this contract, any other Federal contract with the same prime CONTRACTOR, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime CONTRACTOR, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the CONTRACTOR liability for which the funds were withheld. In the event of a CONTRACTOR's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or

development of the project under a development statute) all or part of the wages required by the contract, or upon the CONTRACTOR's failure to submit the required records as discussed in paragraph (a)(3)(iv) of this section, the City of Fort Pierce may on its own initiative and after written notice to the CONTRACTOR, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(ii)

Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A)

A CONTRACTOR's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B)

A contracting agency for its reprocurement costs;

(C)

A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a CONTRACTOR, or a CONTRACTOR's bankruptcy estate;

(D)

A CONTRACTOR's assignee(s);

(E)

A CONTRACTOR's successor(s); or

(F)

A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(3)

Records and certified payrolls —

(i)

Basic record requirements —

(A)

Length of record retention. All regular payrolls and other basic records must be maintained by the CONTRACTOR and any sub-contractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(B) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(C) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph (a)(1)(v) of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the CONTRACTOR must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(D) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) *Certified payroll requirements —*

(A) *Frequency and method of submission.* The CONTRACTOR or sub-contractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the U.S. Treasury if the agency is a party to the contract, but if the agency is not such a party, the CONTRACTOR will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the City of Fort Pierce. The prime CONTRACTOR is responsible for the submission of all certified payrolls by all sub-contractors. A contracting agency or prime CONTRACTOR may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires

a legally valid electronic signature; the system allows the CONTRACTOR, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime CONTRACTOR permits other methods of submission in situations where the CONTRACTOR is unable or limited in its ability to use or access the electronic system.

(B)

Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph (a)(3)(i)(B) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime CONTRACTOR to require a sub-CONTRACTOR to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime CONTRACTOR for its own records, without weekly submission by the sub-contractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C)

Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the CONTRACTOR or sub-contractor, or the CONTRACTOR's or sub-contractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(*1*)

That the certified payroll for the payroll period contains the information required to be provided under paragraph (a)(3)(ii) of this section, the appropriate information and basic records are being maintained under paragraph (a)(3)(i) of this section, and such information and records are correct and complete;

(*2*) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(*3*) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(C) of this section.

(E) *Signature.* The signature by the CONTRACTOR, sub-contractor, or the CONTRACTOR's or sub-contractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) *Falsification.* The falsification of any of the above certifications may subject the CONTRACTOR or sub-contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(G) *Length of certified payroll retention.* The CONTRACTOR or sub-contractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) *Contracts, subcontracts, and related documents.* The CONTRACTOR or sub-contractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The CONTRACTOR or sub-contractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) *Required disclosures and access —*

(A) *Required record disclosures and access to workers.* The CONTRACTOR or sub-contractor must make the records required under paragraphs (a)(3)(i) through (iii) of this section, and any other documents that the City of Fort Pierce or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the City of Fort Pierce or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) *Sanctions for non-compliance with records and worker access requirements.* If the CONTRACTOR or sub-contractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the CONTRACTOR, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any CONTRACTOR or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the CONTRACTOR or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) *Required information disclosures.* CONTRACTORs and sub-contractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the U.S. Treasury if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the CONTRACTOR, sub-contractor, or both, must, upon request, provide the full Social Security number and last known address,

telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the City of Fort Pierce, the CONTRACTOR, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4)

Apprentices and equal employment opportunity —

(i)

Apprentices —

(A)

Rate of pay. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the CONTRACTOR will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B)

Fringe benefits. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C)

Apprenticeship ratio. The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the CONTRACTOR as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to

paragraph (a)(4)(i)(D) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(4)(i)(A) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D)

Reciprocity of ratios and wage rates. Where a CONTRACTOR is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the CONTRACTOR's registered program must be observed.

(ii)

Equal employment opportunity. The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5)

Compliance with Copeland Act requirements. The CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

(6)

Subcontracts. The CONTRACTOR or sub-contractor must insert in any subcontracts the clauses contained in paragraphs (a)(1) through (11) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Treasury may by appropriate instructions require, and a clause requiring the sub-contractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime CONTRACTOR is responsible for compliance by any sub-contractor or lower tier sub-contractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime CONTRACTOR and any sub-contractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier sub-contractors, and may be subject to debarment, as appropriate.

(7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a CONTRACTOR and a sub-contractor as provided in 29 CFR 5.12.

(8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the CONTRACTOR (or any of its sub-contractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.*

(i) By entering into this contract, the CONTRACTOR certifies that neither it nor any person or firm who has an interest in the CONTRACTOR's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

(iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

(11) *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any CONTRACTOR of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

(ii) Filing any complaint, initiating or causing to be initiated any

proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

(iv) Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

3. **Contract Work Hours and Safety Standards Act (CWHSSA):** CONTRACTOR hereby agrees to abide by the following:

(1) *Overtime requirements.* No CONTRACTOR or sub-contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the CONTRACTOR and any sub-contractor responsible therefore shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such CONTRACTOR and sub-contractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

(3) *Withholding for unpaid wages and liquidated damages —*

(i) *Withholding process.* The City of Fort Pierce may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the

CONTRACTOR so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime CONTRACTOR or any sub-contractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph

(b) on this contract, any other Federal contract with the same prime CONTRACTOR, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime CONTRACTOR (as defined in § 5.2). The necessary funds may be withheld from the CONTRACTOR under this contract, any other Federal contract with the same prime CONTRACTOR, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime CONTRACTOR, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the CONTRACTOR liability for which the funds were withheld.

(ii)

Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A)

A CONTRACTOR's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B)

A contracting agency for its reprocurement costs;

(C)

A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a CONTRACTOR, or a CONTRACTOR's bankruptcy estate;

(D)

A CONTRACTOR's assignee(s);

(E)

A CONTRACTOR's successor(s); or

(F)

A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(4)

Subcontracts. The CONTRACTOR or sub-contractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the sub-contractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR is

responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime CONTRACTOR and any sub-contractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier sub-contractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any CONTRACTOR of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part.

4. <u>Clean Air Act and Federal Water Pollution Control Act:</u>

<u>Clean Air Act</u>
CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The CONTRACTOR agrees to report each violation to the City of Fort Pierce and understands and agrees that the City of Fort Pierce will, in turn, report each violation as required to assure notification to the U.S. Treasury, and the appropriate Environmental Protection Agency Regional Office.
The CONTRACTOR agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by U.S. Treasury.

<u>Federal Water Pollution Control Act</u>
The CONTRACTOR agrees to comply with all applicable standards, orders, or

regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
The CONTRACTOR agrees to report each violation to the City of Fort Pierce and understands and agrees that the City of Fort Pierce will, in turn, report each violation as required to assure notification to the Florida Department of Commerce, if applicable), U.S. Treasury, and the appropriate Environmental Protection Agency Regional Office.
The CONTRACTOR agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by U.S. Treasury

5. **Debarment and Suspension:** This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
The CONTRACTOR must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.
This certification is a material representation of fact relied upon by City of Fort Pierce. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City of Fort Pierce, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended.** Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

7. **Procurement of Recovered Materials:** In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

a) Competitively within a timeframe providing for compliance with the contract performance schedule;

b) Meeting contract performance requirements; or

c) At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at Comprehensive Procurement Guideline (CPG) Program | US EPA. The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

8. **Prohibition on Contracting for Covered Telecommunications Equipment or Services:** CONTRACTOR agrees to adhere to the following:

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in US TREASURY Policy 405-143-1, Prohibitions on Expending US Treasury Award Funds for Covered Telecommunications Equipment or Services, as used in this clause—

(b) *Prohibitions.*

1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

2) Unless an exception in paragraph (c) of this clause applies, the CONTRACTOR and its sub-contractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

ii. Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or

services as a substantial or essential component of any system, or as critical technology of any system;

iii. Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

1) This clause does not prohibit Contractors from providing—

i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

2) By necessary implication and regulation, the prohibitions also do not apply to:

i. Covered telecommunications equipment or services that:

a. Are <u>not used</u> as a substantial or essential component of any system; <u>and</u>

b. Are <u>not used</u> as critical technology of any system.

ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

1) In the event the CONTRACTOR identifies covered telecommunications equipment or services used as a substantial or essential component of any

system, or as critical technology as part of any system, during contract performance, or the CONTRACTOR is notified of such by a sub-CONTRACTOR at any tier or by any other source, the CONTRACTOR shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

2) The CONTRACTOR shall report the following information pursuant to paragraph (d)(1) of this clause:

i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the CONTRACTOR shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The CONTRACTOR shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments."

9. <u>Domestic Preferences for Procurements:</u>

<u>Domestic Preference for Procurements:</u>
The CONTRACTOR should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.
<u>For purposes of this clause:</u>
Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States."

10. <u>Build America, Buy America Act (BABAA) (*if applicable*):</u>

Contractors and their sub-contractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to the City of Fort Pierce with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by U.S. Treasury. Contractors and sub-contractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and sub-contractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to U.S. Treasury, the federal agency; subrecipients will forward disclosures to the pass- through entity, who will, in turn, forward the disclosures to U.S. Treasury.

11. Affirmative Socioeconomic Steps (*if applicable to this Contract*):

When possible, CONTRACTOR should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (*See U.S. Department of Labor's list*) take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(6) to ensure that small and minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are used when possible.

12. Access to Records. CONTRACTOR agrees to adhere as follows:

The CONTRACTOR agrees to provide City of Fort Pierce, Florida Department of Commerce, the U.S. Treasury Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The CONTRACTOR agrees to provide the U.S. Treasury Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the City of Fort Pierce and the CONTRACTOR acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the U.S. Treasury Administrator or the Comptroller General of the United States.

13. Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgement of Federal Funding:

This is an acknowledgement that US TREASURY financial assistance will be used to fund all or a portion of the contract. The CONTRACTOR will comply with all applicable federal law, regulations, executive orders, US TREASURY policies, procedures, and directives.

14. No Obligation by Federal Government:

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the recipient or subrecipient, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

15. Contract Changes or Modifications:

To be allowable under a federal grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

16. Program Fraud and False or Fraudulent Statements or Related Acts:

The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR's actions pertaining to this contract.

17. Copyright Materials (*if applicable*):

License and Delivery of Works Subject to Copyright

The CONTRACTOR grants to the City of Fort Pierce, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the CONTRACTOR will identify such data and grant to the City of Fort Pierce or acquire on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the CONTRACTOR will deliver to the City of Fort Pierce data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City of Fort Pierce.

18. Build America, Buy America Act (BABAA) (*Architectural and/or Engineering Contracts*):

Build America, Buy America Act Preference.

Contractors and sub-contractors agree to incorporate the Buy America Preference into planning and design when providing architectural and/or Engineering professional services for infrastructure projects. Consistent with the Build America, Buy America Act (BABAA) Pub. L. 117- 58 §§ 70901-52, no federal financial assistance funding for infrastructure projects will be used unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States."

19. **Publications**. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

20. **DHS Seal, Logo, and Flags:** CONTRACTOR must obtain written permission from DHS prior to using the DHS seals, logos, crests, reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., U.S. Treasury, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

EXHIBIT II
FEMA PUBLIC ASSISTANCE CONTRACT PROVISIONS

- This form is required only for purchases of more than $100,000 -

CERTIFICATION REGARDING LOBBYING
(Appendix A to 31 CFR Part 21 – New Restrictions on Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure

The CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____ Date: _____

Signature of CONTRACTOR
Authorized official

_____
(Print name of person signing above)

_____
(Print title of person signing above)

CONTRACTOR SELF-CERTIFICATION
REGARDING BUILD AMERICA BUY AMERICA (BABAA)

The undersigned certifies, to the best of his or her knowledge and belief, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies for any projects related to **Emergency Debris Removal Services** that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. All manufactured products purchased with federal financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor Authorized Official

Name and Title of Contractor Authorized Official

Date

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name:_____

Authorized Representative's Name and Title: _____

Address: _____

City:_____ State:_____ Zip Code:_____

Phone Number: _____ Email Address:_____

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By:_____ _____ _____

Authorized Signature | Printed Name and Title | Date

STATE OF FLORIDA
COUNTY OF _____

Sworn (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization

this ____ day of _____, 20____ by _____, who is

☐ personally known or
☐ produced identification (ID produced: _____).

Notary Public Signature: _____ (Seal)

Print Name: _____ My Commission Expires: _____

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: JASON ATKINSON, DIRECTOR OF PUBLIC WORKS, PUBLIC WORKS

FROM: CAMILLE WALLACE, ESQ., SENIOR ASSISTANT CITY ATTORNEY CAW

THROUGH: SARA HEDGES, CITY ATTORNEY SH

CAO RLS# / RE: MUTUAL BENEFIT AND USE AGREEMENTS – DEBRIS MONITORING/EMERGENCY DEBRIS REMOVAL SERVICES:

RLS#234	TRUE NORTH EMERGENCY MANAGEMENT, LLC
RLS#235	CUSTOM TREE CARE, INC.
RLS#236	DRC EMERGENCY SERVICES, LLC
RLS#237	BERGERON EMERGENCY SERVICES
RLS#238	CERES ENVIRONMENTAL SERVICES, INC.

DATE: AUGUST 22, 2025

I have reviewed the above Request for Legal Services (RLS) related to the Mutual Benefit and Use Agreements (MBUA) between the City of Fort Pierce and the above-named Contractors which piggybacks on St. Lucie County's contract for emergency debris removal. Please note the following comments:

1. Each MBUA has been revised to reflect the procurement and agreement history.
2. Each MBUA has been revised to reflect the new Term Period and additional provisions. Since these contracts may require debris removal services during a declared state of emergency event, I recommend incorporating contract provisions required should the city seek federal public assistance from FEMA (Federal Emergency Management Agency). Since St. Lucie County's contract with the Contractors does not include all contract language required for federal public assistance, I have drafted an Exhibit that does contain all required provisions.
3. Each MBUA contains language related to passage of SB 180 which requires a breach of contract provision for contracts entered into, renewed, or amended on or after July 1, 2025, requiring the service provider to pay a penalty in the event the provider breaches the contract during an emergency recovery period.
4. A redlined version of the MBUA for True North Emergency Management has been included with this Memo so changes made to all the other MBUAs can be tracked.

5. A clean version of each MBUA is included with this Memo which I recommend for template use for future MBUAs.
6. All MBUAs are approved as to form and correctness.
7. Recommendation: The Department should place all MBUAs on the Commission consent Agenda for review and approval *prior* to execution.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail. Thank you.

City Commission Regular Meeting - 5:05 PM **11. Z.**

Meeting Date: 09/02/2025

Re: Approve the Mutual Benefit and Use Agreement with DRC Emergency Services, LLC

Submitted For: Jason Atkinson, Director of Public Works, Public Works

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SUBJECT:

Approve the Mutual Benefit and Use Agreement with DRC Emergency Services, LLC., for Emergency Debris Removal Services for the 2025 Hurricane Season.

SUMMARY:

Approve the Mutual Benefit and Use Agreement with DRC Emergency Services, LLC., for Emergency Debris Removal Services for the 2025 Hurricane Season.

RECOMMENDATION:

Approve as recommended to the City Commission.

ALTERNATIVES:

Will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Public Works

COORDINATED WITH:

Finance Department
Purchasing Division

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2025
Account: N/A
Amount: To Be Determined

FISCAL IMPACT:

The cost is determined by quantity multiplied by unit pricing.

Attachments

MBUA for signature
Exhibit 1
Exhibit 2
Exhibit 3

RLS Approval

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	07/29/2025 01:31 PM
City Manager	Richard Chess	07/30/2025 08:54 AM
Form Started By: Jason Atkinson		Started On: 07/22/2025 01:14 PM
Final Approval Date: 08/11/2025		

MUTUAL BENEFIT AND USE AGREEMENT
ADOPTION OF ST. LUCIE COUNTY, CONTRACT C22-02-180
EMERGENCY DEBRIS REMOVAL SERVICES

WHEREAS it is foreseen that it may be in the public interest to provide for the expedient removal of disaster debris within the corporate limits of the City of Fort Pierce, FL resulting from a natural or manmade event; and

WHEREAS the public health and safety of all the citizens will be at serious risk; and

WHEREAS, the immediate economic recovery of the City of Fort Pierce, FL and its citizens is a major concern and the primary priority for recovery; and

WHEREAS, City of Fort Pierce, FL has a community of interest in St. Lucie County, FL with respect to the debris services that may be necessary to affect a recovery from an anticipated storm event; and

WHEREAS, on April 14, 2021, St Lucie County, FL received responses to RFP No. 21-037 for Emergency Debris Removal Services to which DRC Emergency Services, LLC (hereinafter "Contractor") submitted a competitive proposal and was selected; and

WHEREAS, the City's Purchasing Policy allows for purchases to be made directly from any federal, state, county, city or other governmental contract providing that said contract was the result of a bona fide competitive process and is a current contract. As defined in this contract, the term "Piggyback" refers to City purchases made under the allowance in the City's Purchasing Policies; and

WHEREAS, City of Fort Pierce, FL has reviewed the solicitation, proposal, and evaluation related to the selection of the Contractor by St. Lucie County, FL and endorses the process and selection of Contractor; and

WHEREAS, City of Fort Pierce, FL has reviewed the Contract for Emergency Debris Removal Services between **St. Lucie County, FL and DRC Emergency Services, LLC** commencing February 15, 2022, said contract being identified as**:** February 15, 2022, Contract No. C22-02-180, attached hereto as Exhibit "I", *and* has found the Scope of Services, prices, and terms, and conditions as set out in that Contract to be reasonable, acceptable, and of benefit to their citizens; and

WHEREAS, St. Lucie County, FL and Contractor entered in a First Amendment to the February 15, 2022, Contract No. C22-02-180 to revise Time of Performance/Term Period commencing February 15, 2022, and continuing through February 14, 2024; and

WHEREAS, St. Lucie County, FL and Contractor entered in a Second Amendment to the February 15, 2022, Contract No. No. C22-02-180 to revise Contract Payment, and Time of Performance/Term Period commencing February 15, 2022, and continuing through February 14, 2025; and

WHEREAS, St. Lucie County, FL and Contractor entered in a Third Amendment to the February 15, 2022, Contract No. No. C22-02-180 to revise compensation rates and the Rate Schedule; and

WHEREAS, St. Lucie County, FL and Contractor entered in a Fourth Amendment to the February 15, 2022, Contract No. No. C22-02-180 to revise Section 2-7.20 Debris Management Sites, the Unit Rate Price Schedule, and Time of Performance/Term Period commencing February 15, 2022, and continuing through February 14, 2026; and

THEREFORE, having reached concurrence and acceptance of the procurement process and the contract stipulations, The City of Fort Pierce, FL agrees to enter into a contract with **DRC Emergency Services, LLC** for Emergency Debris Removal Services under the original terms, conditions, and pricing of the February 15, 2022, Contract No. C22-02-180 with the additional terms as follows:

1. The above recitals are true and correct and incorporated herein.

2. The parties understand, acknowledge and agree that City of Fort Pierce shall be substituted for any reference to the St. Lucie County, Florida or County and as user or buyer of the CONTRACTOR'S goods and/or services provided that such reference does not increase City of Fort Pierce's liability and/or responsibilities for goods and/or services beyond those specifically described in Exhibit I of this Agreement. The Parties' Agreement shall consist of these terms and conditions, Exhibit I, and Exhibit II (hereinafter referred to as the "Agreement"). If there is a conflict between these documents, then in order of preference the terms and conditions contained in this document control first, then Exhibit I, then Exhibit II.

3. CONTRACTOR agrees that Exhibit "II", FEMA Public Assistance Contract Provisions, shall be made part of the Agreement and apply (as applicable) to facilitate City of Fort Pierce's attempt to seek reimbursement from the Federal Emergency Management Agency ("FEMA Reimbursement"), of all, or a portion of, the payments made to CONTRACTOR by City of Fort Pierce. All references herein, to laws, regulations, or standards, shall also mean future amendments, and/or modifications, and/or changes to the same. Unless agreed to, otherwise in writing, signed by both Parties, under no conditions shall CONTRACTOR have a right, and/or claim, to recover any portion of the FEMA Reimbursement that is sought or may be sought by City of Fort Pierce.

4. **Address change for the City**: Notwithstanding the address and contract information for the government entity as set out in Exhibit "I", CONTRACTOR agrees to send notices and invoices to, and will conduct all business with:

City of Fort Pierce, Florida
Attention: Finance
100 N. U.S. Hwy 1, Fort Pierce, FL 34954
Telephone: (772) 467-3000
Email: dfaniel@cityoffortpierce.com

5. At all times, CONTRACTOR shall comply with Florida's public records laws. CONTRACTOR shall abide by all public records laws, and specifically: (1) Keep and maintain public records required by the public agency to perform the service; (2) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency; (4) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY OF FORT PIERCE'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@CITYOFFORTPIERCE.COM OR 772-467-3065; LOCATED AT 100 N. US HIGHWAY 1, FORT PIERCE, FL 34950.

6. Nothing contained in Exhibit "I", or this Agreement is intended to or shall be read to waive the City's Sovereign Immunity or to increase the limits thereto, pursuant to section 768.28, Florida Statutes.

7. All requirements of Section 448.095, Florida Statutes, shall be complied with by Contractor. In accordance with, Section 448.095, Florida Statutes, Contractor shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract. If Contractor enters into a contract with a subcontractor performing work or providing services on its behalf, Contractor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. Contractor shall, upon request, provide evidence of compliance with this provision to the City. An agreement terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the City terminates this Agreement with Contractor, Contractor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated. Contractor is liable for any additional costs incurred by the City as a result of the termination of this Agreement under Section 448.095, Florida Statutes.

8. CONTRACTOR acknowledges and agrees, in Exhibit "III", an affidavit made part of this Agreement, that CONTRACTOR does not use coercion for labor or services as attested to and signed by an officer or representative of CONTRACTOR in accordance with Florida Statute Section 787.06(13).

9. **Breach of Contract During Emergency Recovery Periods for Natural Emergencies**: As part of this Agreement for goods or services related to emergency response for a natural emergency entered into, renewed, or amended on or after July 1, 2025, and upon breach by CONTRACTOR during an emergency recovery period, CONTRACTOR shall pay a $5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages. As used in this section, the term "emergency recovery period" means a 1-year period that begins on the date that the Governor initially declared a state of emergency for a natural emergency.

Having full authority, the parties do hereby complete this Agreement by signing below:

DRC Emergency Services, LLC	**City of Fort Pierce, FL**
Authorized Signature	Authorized Signature
Printed Name	Printed Name
Title	Title
Date	Date

 C22-02-180

EMERGENCY DEBRIS REMOVAL CONTRACT

THIS CONTRACT, made this 15th day of February, 2022, between **ST. LUCIE COUNTY,** a political subdivision of the State of Florida, hereinafter called the "COUNTY", and **DRC EMERGENCY SERVICES, LLC, INC.,** or his, its or their successors, executors, administrators, and assigns hereinafter called the "CONTRACTOR":

WITNESSETH:

1. **PURPOSE**

That Contractor agrees with County, for the consideration herein mentioned, at his, its or their own proper cost and expense to do all the Work and furnish all the materials, equipment, supplies, and labor necessary to carry out this Contract in the manner and to the full extent as set forth in the Contract Documents, and to the satisfaction of the duly authorized representatives of St. Lucie County, who shall have at all times full opportunity to inspect the materials to be furnished and the Work to be done under this Contract.

2. **GENERAL DESCRIPTION OF WORK/SCOPE OF SERVICES**

It is agreed that the Work to be done under this Contract is: **Emergency Debris Removal** as further described in St. Lucie County Request for Proposals **RFP# 21-037**, made a part hereof by this reference. Scope of Services are including, but not limited to the following:

- Emergency Road Clearance
- ROW Vegetative Debris Removal
- ROW C&D Debris Removal
- Demolition, Removal, Transport and Disposal of Non-RACM Structures
- Demolition, Removal, Transport and Disposal of RACM Structures
- DMS(s) Management, Operations and Reduction through Grinding
- DMS(s) Management, Operations and Reduction through Above Ground Air Curtain Incineration
- Haul-Out of Reduced Debris to a County Approved Final Disposal Site
- Removal of Hazardous Trees and Hangers
- Removal of Hazardous Stumps
- ROW White Goods Debris Removal
- Household Hazardous Waste (HHW) Removal, Transport and Disposal
- E-Waste Removal
- Abandoned Vehicle and Vessel Removal
- Dead Animal Carcasses

The Contractor shall be capable of assembling, directing and having the capacity to manage a major workforce, with multiple subcontractors, that can be fully operational in debris management operations and to cover the expenses of a major recovery prior to being paid by the County. Established

management teams must be in place. The Contractor shall have the resources to provide the equipment and personnel necessary to cover a major disaster. The Contractor shall be able to assemble trucks, equipment, materials and crews immediately following a disaster, giving the County of Deltona priority status.

The Contractor shall contact County Project Manager at a minimum of forty-eight (48) hours prior to a hurricane event or immediately upon the occurrence of a debris-generating incident within St. Lucie County for which there is no advance warning. After a disaster occurs, a designated St. Lucie County employee will contact the Contractor holding the Disaster Debris Removal and Disposal contract to advise them of the County intent to activate the contract for removal and disposal of disaster debris. Before work begins, the County will issue a written Notice to Proceed. Within eight (8) hours of receiving the Notice to Proceed, the Contractor will send a management team to report to the County Project Manager to begin planning for the operations and mobilizing the personnel and equipment as necessary to perform the work. Mobilization by the Contractor shall begin within twenty-four (24) hours of notification by the County. Within seventy-two (72) hours of receipt of the Notice to Proceed, the Contractor shall be fully established and continue debris removal operations. The Contractor shall make every effort to be at the disaster site within the stated time frame. The removal and disposal work must be conducted in a systematic and predictable manner.

Under this Contract, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the County's Debris Manager. Work shall also include the clearing and removing of any and all "eligible" debris as most currently defined (at the time Notice to Proceed is issued and executed by the County for the Contractor) by the FEMA Public Assistance grant program guidelines in FEMA's PAPPG, all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies, and as directed by the County Debris Manager. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. The aforementioned definition of "eligible" applies to all uses throughout Scope of Services items 2-7.1 through 2-7.16. Work will include: (1) examining debris to determine whether or not debris is eligible; (2) loading the debris; (3) hauling debris to County approved DMS(s) or County approved Final Disposal Site(s); (4) reducing disaster related debris; (5) hauling reduced debris to a County approved Final Disposal Site; and (6) disposing of reduced debris at a County approved Final Disposal Site. Debris not defined as eligible by FEMA, state or federal DSGs or policies will not be loaded, hauled, or dumped under this contract unless written instructions to do so are given to the Contractor by the County Debris Manager. It shall be the Contractor's responsibility to load, transport, reduce, and properly dispose of any and all disaster generated debris which is the result of the event under which the Contractor was issued Notice to Proceed, unless otherwise directed by the County Debris Manager in writing.

3. PROJECT MANAGER

The Project Manager for the County is George Landry at (772) 462-1846. The Project Manager for the Contractor is Kristy Fuentes at (888) 721-4372.

The parties shall direct all matters arising in connection with the performance of this Contract, other than invoices and notices, to the attention of the Project Managers for attempted resolution or action. Except as otherwise provided for in this Contract, the Project Managers shall be responsible for overall resolution or action. The Project Managers shall be responsible for overall coordination and

oversight relating to the performance of this Contract. The Project Manager, however, has no authority to approve or execute Change Order Work except as set forth in the County Purchasing Manual.

The Contractor shall keep during the term of this Contract a competent Project Manager, any necessary assistants, all satisfactory to the County's Project Manager. The Contractor shall not use a Project Manager to whom the County has made reasonable and timely objection. The Contractor shall not change their Project Manager without the County's consent. The County's Project Manager shall be able to reach the Contractor's Project Manager at their cell number. The Contractor shall give sufficient superintendence to the work using his best skill and attention. At any time the County's Project Manager, with or without cause, may request that the Contractor replace any individual with an individual acceptable to the County.

4. CONTRACT DOCUMENTS

The Contract Documents which comprise the Contract between the County and the Contractor are attached hereto and made part hereof and consist of the following:

A. This Contract, consisting of pages 01 through 33 inclusive.
B. Contractor's Proposal, consisting of 22 pages, including:
   - Form 1 – Proposer Information and Authorization Signature
   - Form 2 – Non-Collusion Affidavit
   - Form 3 – Corporate Resolution
   - Form 4 – Confirmation of Drug-Free Workplace
   - Form 5 – Public Entity Crime Affidavit
   - Form 6 – Hold Harmless and Indemnity Agreement
   - Form 7 – Certification Regarding Debarment & Suspension
   - Form 8 – Anti-Lobbying Certification
   - Form 9 – Hourly Labor, Equipment and Material Price Schedule and the Unit rate Price Schedule
C. RFP Documents, consisting of 76 pages
D. Addenda No. 01
E. Insurance Certificates which shall be provided by the Contractor, along with the return of an executed copy of this Contract.
F. Any Modifications, including change orders, duly delivered after execution of this Contract.

Except for duly authorized and executed Modifications including but not limited to change orders and contract amendments, any conflict between the terms and conditions of this Contract and the terms and conditions of any of the other contract documents shall be interpreted in favor of this Contract.

5. PERFORMANCE GUARANTY

That Contractor guarantees to repair, replace or otherwise make good to the satisfaction of the County any defect in workmanship or material appearing in the Work; and further guarantees the successful performance of the Work for the service intended. Neither inspection nor payment, including final payment, by the County shall relieve the Contractor or its Surety from his or its obligations to do and complete the Work in accordance with this Contract. If the County deems it inexpedient to require the Contractor to correct deficient or defective Work, an equitable deduction from the contract price shall be

made therefore or in the alternative, if the expense incurred by the County to correct deficient or defective Work exceeds the unpaid balance on this Contract, the Contractor shall pay the difference to the County. The liability of the Contractor and its surety or sureties for such payment is joint and several.

6. **TERM/TIME OF PERFORMANCE**

Term: The term of this contract shall be for a period of one (1) year beginning on the date first written above. Upon mutual written agreement, this Contract may be extended for three (3) additional one-year renewal terms pursuant to the same terms and conditions.

Work Hours: The Contractor shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed 7 days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the County and the Contractor. Unless otherwise directed, the Contractor must be capable of conducting volumetric reduction operations at DMS locations on a 24 hour, 7 days a week basis. No work will be performed on recognized County holidays without prior approval of the County Debris Manager.

Time of Completion: The services shall commence upon the written notice to proceed from the County Project Manager or his designee, and the project shall be completed in accordance with the individual project schedule.

7. **DELAY DAMAGES**

It is mutually agreed between the parties hereto that time is of the essence in the performance of this Contract. In the event the Work is not completed within the time herein the County will suffer damages, the amount of which is difficult if not impossible to ascertain. It is agreed, therefore, that from the compensation otherwise to be paid to the Contractor, the County may retain the sum as follows per calendar day for each day thereafter, Sundays and holidays included, that the Work remains uncompleted and/or as indicated.

(A) The Contractor shall pay the County, as liquidated damages, **$1000.00** (one thousand and 00/100 dollars) per calendar day of delay to mobilize in the County with the resources required to begin debris removal operations, within seventy-two (72) hours of being issued Notice to Proceed.

(B) The Contractor shall pay the County, as liquidated damages, **$500.00** (five hundred and 00/100 dollars) per load of disaster debris collected in the County that is not disposed of at a County approved DMS or County approved Final Disposal Site and/or any associated fines levied by a third party. Application of liquidated damaged does not release the Contractor of all liability associated with hauling and depositing material to an unauthorized location.

(C) The Contractor shall pay the County, as liquidated damages, **$500.00** (five hundred and 00/100 dollars) per incident where the Contractor fails to repair damages that are caused by the Contractor or subcontractor(s). Application of liquidated damages does not release the Contractor from the responsibility of resolving or repairing damages

This sum shall represent the liquidated damages which the County will have sustained per calendar day from the inconvenience and expense caused to the County by the delay in the completion of the Work. This sum is not a penalty, being the liquidated damages the County will have sustained in event of such default by the Contractor. The County reserves the right to additionally recover direct job site expenses incurred during the period of any delay. The Contractor shall be liable for liquidated damages even if the Contract is terminated by the County for cause or if the Contractor abandons the Work. The liability of the Contractor and its surety or sureties for damages provided by this Article is joint and several.

8. **CONTRACT PAYMENT**

The County shall pay the Contractor for the performance of this Contract and completion of the project in accordance with the Contract Documents: Pursuant to Form #9 Hourly Labor, Equipment and Materials Price Schedule attached

9. **PAYMENT TERMS/SCHEDULE**

The County shall make payments on account of the Contract as follows:

Payment to the Contractor shall be due within 30 calendar days after the date on which the payment request or invoice is stamped as received by the County.

A five percent (5%) retainage will be withheld from each invoice until the end of the project. In order to release the retainage, the Contractor(s) must successfully complete the project, and receive a letter of completion from the County, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the County to repair damages caused by the Contractor(s) to public or private property.

The County may reject the payment request or invoice in writing within 20 calendar days after the date on which the payment request or invoice is stamped as received by the County, which shall specify the deficiency and the action necessary to correct the deficiency and to make the payment request or invoice proper. Payment of a corrected payment request or invoice, or rejection thereof, shall be made 10 business days after the date the corrected payment request or invoice is stamped as received as by the County. All applications for payment submitted by the Contractor shall reference the County's Contract number.

If a dispute between the County and the Contractor cannot be resolved by the procedure in this subsection, then the dispute must be resolved in accordance with the dispute resolution procedure set-forth in this Contract. If the County disputes a portion of the payment request or invoice, then the undisputed portion shall be paid timely in accordance with this subsection.

As a part of this Contract, if the Contractor receives payment then the Contractor must remit undisputed payment due to subcontractors and suppliers within 10 calendar days after contractor's receipt of payment. A subcontractor who receives payment must remit undisputed payment due to those subcontractors and suppliers within 7 calendar days after subcontractor's receipt of payment.

The County shall pay the Contractor through payments issued by the County Finance Department, upon receipt of the certified invoice from the County Project Manager. The parties agree, however, that

any payments withheld as liquidated damages or for any other reason allowed by this Contract, shall not be governed by the Florida Prompt Payment Act.

a. The County, or its authorized representative, will monitor, verify, and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Contractor will be provided with copies of this documentation. These documents will be used by the Contractor as backup data for invoice submittals. Work not ticketed or not authorized by the County will not be approved for payment. Additionally, any ticket submitted for payment must be legible and properly completed. Tickets missing loading address, truck number, certified capacity, collection monitor signature, disposal site, load call, or disposal monitor signature will not be paid, nor will the County be responsible for unpaid incomplete tickets.

b. If tasked with private property and FHWA-ER funded roadway debris removal operations, these will be invoiced separately from ROW collection removal operations. The County reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, white goods, or other scope of service items), program (ROW collection, private property debris removal, etc.), or both.

c. Invoices shall be submitted to the County's authorized representative on a bi-weekly basis unless otherwise direct by the County. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the County. Invoice detail submittals will be checked against County records. County records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the County authorized representative to the County for payment.

d. No separate payment will be made for mobilization and demobilization operations. These costs are included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.

e. The Contractor is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Contractor shall execute release waivers with all subcontractors to release the County from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the County prior to final retainage release.

f. Payment for disposal cost incurred by the Contractor at County approved Final Disposal Sites will be made at the cost incurred by the Contractor. The County will either coordinate payment of disposal costs directly with the Final Disposal Site or require the Contractor to pay the disposal fees and then invoice the County. The Contractor shall submit a copy of all invoice(s) received by the County approved Final Disposal Site, an electronic copy tabulating all scale or load tickets issued by the County approved Final Disposal Site, and proof of Contractor payment to the County approved Final Disposal Site. The County will not render payment for disposal costs until the Contractor submits applicable disposal site permits or site information for each authorized Final Disposal Site.

g. Contractor must submit a final invoice within 30 calendar days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the County Debris

Manager. The final invoice must be marked "FINAL INVOICE" and no additional payments will be made after the Contractor's final invoice.

h. In the event any portion of this scope of work is to be funded by State or Federal funds, the Contractor will comply with all requirements of the state or federal government applicable to the use of the funds.

i. The Contractor will retain all records pertaining to the services and the contract for these services and make them available to the County for a period of 7 years following receipt of final payment for the services referenced herein. In the event litigation ensues or the County challenges a decision by FEMA to disallow or de-obligate costs incurred under the contract, then Contractor shall retain all records hereunder for a period of 7 years after conclusion of the litigation or FEMA dispute, including any and all appeals.

10. **SUBCONTRACTORS**

The County prefers that the Contractor provide all services needed to comply with the Contract. Should a subcontractor be needed, the Contractor will be the sole point of contact and have sole responsibility for all issues. It is the responsibility of the Contractor to ensure that subcontractors needed to be used during the collection and disposal of disaster debris shall comply with the scope of work initiated to support this project. In the event Contractor requires the services of any subcontractor or professional associate in connection with the Work to be performed under this Contract, the Contractor shall secure the written approval of the County Project Manager before engaging such subcontractor or professional associate.

11. **AUDIT**

The Contractor agrees that the County or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Contract. The Contractor agrees that payment(s) made under this Contract shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Contract. The Contractor shall refund by check payable to the County the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, whichever is sooner.

12. **PUBLIC RECORDS**

The Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Contract. Specifically, the Contractor shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in state law or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Upon completion of the Contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All record stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology system of the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772)462-1441, BellamyS@stlucieco.org, COUNTY ATTORNEY'S OFFICE 2300 VIRGINIA AVENUE, FORT PIERCE, FL 34982

13. **ACCESS TO RECORDS**

The following access to records requirement applies to this Contract:

(i) Contractor agrees to provide the County, the State agency, the administrator of the federal awarding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(ii) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(iii) Contractor agrees to provide the administrator of the federal awarding agency or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

(iv) In compliance with the Disaster Recovery Reform Act of 2018, the County and Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the administrator of the federal awarding agency or the Comptroller General of the United States.

14. **GUARANTEE**

The Contractor guarantees to repair, replace or otherwise make good to the satisfaction of the County any defects in workmanship or material appearing in the work within one year after the day of the certificate for final performance of the work for the service intended. Contractor further guarantees the successful performance of the work for the service intended. Neither inspection nor payment, including final payment by the County shall relieve the Contractor from his or its obligations to do and complete the work in accordance with this contract. If the County deems it inexpedient to require the Contractor to correct deficient or defective materials or labor, an equitable deduction from the contract price shall be made therefore or in the alternative, the County may sue for damages. This guarantee is in addition to any other warranty available to the County for the Work including but not limited to manufacturers warranties.

15. **CONTRACTOR RESPONSIBILITY**

The Contractor is an independent contractor and is not an employee or agent of the County. Nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor, between the County and the Contractor, its employees, agents, subcontractors, or assigns, during or after the performance of this Contract. The Contractor shall take the whole responsibility for the means, methods, techniques, sequences, and production of the Work.

The Contractor shall bear all losses resulting to him, or its, on account of the amount or character of the Work, or because of the nature of the ground beneath, in or on which the Work is done is different from what was assumed or expected, or because of bad weather, or because of errors or omissions in his or its bid on the Contract price, or except as otherwise provided in the Contract Documents because of any other causes whatsoever. Execution of this Contract by the Contractor is a representation that the Contractor has visited the site, has conducted a sufficient investigation of the surface and sub-surface conditions in order to submit its bid, has become familiar with the local conditions under which the Work is to be performed, and correlated personal observations with the requirements of the Contract Documents.

The Contractor shall protect the entire Work, all materials under the Contract and the County's property (including machinery and equipment) in, or on, or adjacent to the site of the Work until final completion and Work, from the action of the elements, acts of other contractors, or except as otherwise provided in the Contract Documents, and from any other causes whatsoever; should any damage occur by reason of any of the foregoing, the Contractor shall repair at his, or its, own expenses to the satisfaction of the County or its Project Manager. Neither the County nor its officers, employees or agents assume any responsibility for collection of indemnities or damages from any person or persons causing injury to the Work of the Contractor.

At his, or its expense, the Contractor shall take all necessary precautions (including without limitation) the furnishing of guards, fences, warnings signs, walks, flags, cables and lights for the safety of and the prevention of injury, loss and damage to persons and property (including without limitation) in the term persons, members of the public, the County and its employees and agents, the Project Manager and his employees, Contractor's employees, his or its subcontractors and their respective employees, other contractors, their subcontractors and respective employees, on, about or adjacent to the premises where said Work is being performed, and shall comply with all applicable provisions of safety laws, rules, ordinances, regulations and orders of duly constituted public authorities and building codes.

The Contractor assumes all risk of loss, damage and destruction to all of his or its materials, tools appliances and property of every description and that of his or its subcontractors and of their respective employees or agents, and injury to or death of the Contractor, his or its employees, subcontractors or their respective employees or agents, including legal fees, court costs or other legal expenses, arising out of or in connection with the performance of this Contract.

16. **INDEMNIFICATION**

The Contractor covenants and agrees at all times to save, hold, and keep harmless the County, State of Florida, the Federal Government its Officials, Employees, and Agents, and indemnify the County, its Officials, Employees, and Agents, against any and all claims, demands, penalties, judgments, court costs, reasonable attorney's fees for personal injury and loss of property to the extent arising out of or in any way connected or arising out of the Contractor's negligence, recklessness or intentional wrongful conduct in the performance of this Agreement. The Contractor hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided. It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.06 (Chapter 725).

The Contractor, without exemption, shall indemnify and hold harmless, the County, State of Florida, the Federal Government its employees, representatives and elected officials from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Contractor. Further, if such a claim is made, or is pending, the Contractor may, at its option and expense, procure for the County the right to use, replace, or modify the item to render it non -infringing. If none of the alternatives are reasonably available, the County agrees to return the article on request to the Contractor and receive reimbursement. If the Contractor used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the Contract prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

17. **INSPECTION**

The project will be inspected by the Project Manager and will be rejected if it is not in conformity with the Contract provisions. Rejected Work will be immediately corrected by the Contractor. When the Work is substantially completed, the Contractor shall notify the County in writing that the Work shall be ready for final inspection on a definite date, at least three (3) calendar days thereafter, which shall be stated in such notice.

18. **INSURANCE**

Each such General Liability Certificate shall include the following wording: **"St. Lucie County, its officers, agents and employees are named as additional insured with respect to the work performed under this contract for the RFP No. 21-037, Emergency Debris Removal".**

A. **Commercial General Liability:**

The Contractor shall maintain and, prior to commencement of this contract, provide the County with evidence of commercial general liability insurance to include: 1) premises for limits of not

less than $1,000,000 per occurrence; and 2) a general aggregate limit of not less than $2,000,000. The policy shall also provide the County will be given a thirty (30) day written notice of cancellation or non-renewal and include County as an additional insured.

B. **Business Automobile Liability:**

The Contractor shall maintain and, prior to commencement of this contract, provide the County with evidence of business automobile liability insurance to include: 1) coverage for any automobile for limits of not less than $1,000,000 combined single limit (bodily injury & property damage) per accident and 2) Personal Injury Protection (Florida no-fault) with full statutory limits. The policy shall also provide the County will be given a thirty (30) day written notice of cancellation or non-renewal.

C. **Workers' Compensation and Employers Liability:**

The Contractor shall maintain and, prior to commence of this contract, provide the County with evidence of workers ' compensation insurance providing Florida statutory (F.S. 440) limits to cover all employees and include Employers Liability coverage with limits of not less than $500,000 for accidents or disease. The policy shall also provide the County will be given a thirty (30) day written notice of cancellation or non-renewal.

19. **DEFAULT; TERMINATION**

A. FOR CAUSE

If the Contractor fails to fulfill its obligations under this Contract in a timely and proper manner, the County shall have the right, but not the obligation, to terminate this Contract by giving written notice of any deficiency and by allowing the party in default seven (7) calendar days to correct the deficiency. If the Contractor fails to correct the deficiency within the seven calendar day period, this Contract shall terminate at the expiration of that time period.

With regard to the Contractor, the following items shall be considered a default under this Contract:

(1) If the Contractor should be adjudged bankrupt, or if he, or it, should make a general assignment for the benefit of his, or its, creditors, or if a receiver should be appointed on account of his, or its, insolvency.

(2) If the Contractor should refuse or fail, except in cases for which an extension of time is provided, to supply enough properly skilled workmen or proper material to meet the project schedule or if the Contractor should fail to make prompt payment for materials, or labor or other services entering into the Work.

(3) If the Contractor disregards laws, ordinances, or the instructions of the Project Manager or otherwise be guilty of a substantial violation of the provisions of the Contract.

(4) Fails to perform any of the terms of this Contract or performs work which fails to conform to the requirements of this Contract.

In the event of termination, the County may take possession of the premises and all materials, tools, and appliances, thereon and finish the Work by whatever method it may deem expedient. In such cases, the Contractor shall only be entitled to receive payment for Work satisfactorily completed prior to the termination date, subject to any setoffs due the County in completing the Project and for reimbursement of damages incurred. The County may take possession of and use any materials, plant, tools, equipment, and property of any kind furnished by Contractor to complete the Work. If the expense incurred by the County to finish the Work exceeds the unpaid balance on this Contract, the Contractor shall pay the difference to the County. The expense incurred by the County as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Project Manager. The Contractor shall be responsible for both liquidated damages attributable to delay and for excess completion costs. The liability of the Contractor and its surety or sureties for such damages and costs is joint and several. The obligations of the Contractor and his surety with respect to the warranty and maintenance shall remain in full force and effect for the portion of the Work completed by the Contractor and shall not expire until the expiration of the prescribed time period measured from the final acceptance of the project in its entirety. These clauses shall survive the termination of this Contract. If the County makes a determination pursuant to this Contract to hold the Contractor in default and terminate the Contract for cause and it is subsequently determined that any such determination was improper, unwarranted, or wrongful, then any such termination shall be deemed for all purposes as a termination without cause as described below. The Contractor agrees that it shall be entitled to no damages, allowances or expenses of any kind other than as provided in this Agreement in connection with such termination, and does expressly waive, in the event of termination, any and all claims for consequential damages, loss of bonding capacity, destruction of business, unabsorbed home office overhead, lost profit and the like.

B. TERMINATION FOR CONVENIENCE

Either party may terminate the Contract without cause at any time upon thirty (30) calendar days prior written notice to the other party. In the event of termination, the County shall compensate the Contractor for all authorized work satisfactorily and responsibly completed through the termination date. Upon such termination, the Contractor waives any claims for damages from the termination without cause, including without limitation, any and all consequential claims as set forth above, and as the sole right and remedy of the Contractor, the County shall compensate the Contractor for all authorized Work satisfactorily and responsibly completed through the termination date.

This Contract may be terminated, in whole or in part, without cause, in accordance with the terms specified herein; or, if none specified, the County may terminate this Contract in whole or in part, for any reason, with ten days' written notice to Contractor. In the event termination is exercised under this provision, Contractor will be compensated for work performed and accepted and goods accepted by the County as of the termination date. Contractor will also be compensated for any work performed by subcontractors and goods or supplies ordered which Contractor could not reasonably terminate. In no event shall Contractor be entitled to any other compensation on a termination without cause, including any lost profits or loss of opportunity.

C. SCRUTINIZED COMPANIES TERMINATION

The County may immediately terminate the Contract without cause at any time upon ascertaining that pursuant to § 287.135, Florida Statutes, a company is ineligible to, and may not, bid on, submit a

proposal for, or enter into or renew a contract with an agency or local government entity for goods or services if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, or at any time thereafter, the company: (1) is on the Scrutinized Companies that Boycott Israel List, created pursuant to § 215.4725, Florida Statutes, or is engaged in a boycott of Israel; (2) is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to § 215.473, Florida Statutes; or (3) is engaged in business operations in Cuba or Syria. Furthermore, the County may immediately terminate the Contract if it is determined that the company submitted a false certification stating that it was not (1) on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel; (2) was not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (3) or was not engaged in business operations in Cuba or Syria when in fact the company was engaged in such activities at the time of the bid or proposal, or at the time of entering into or renewing the Contract.

20. **NON DISCRIMINATION**

Contractor covenants and agrees that Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of the Contract with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex or physical handicaps (except where based on a bonafide occupational qualification); or because of marital status, race, color, religion, national origin or ancestry.

21. **E-VERIFY/ VERIFICATION OF EMPLOYMENT STATUS**

Effective as of January 1, 2021, as required by Section 448.095(2)(a), the Contractor and subcontractor shall register with and use the E-Verify System to verify the work authorization status of all newly hired employees. The County, Contractor, or subcontractor may not enter into a Contract unless each party to the Contract registers with and uses the E-Verify System. The Contractor shall provide documentation of their compliance of this requirement to the County upon request.

If the Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of this Contract.

The County will not intentionally award contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions of the Immigration and Nationality Act ("INA"). The County shall consider the employment by the Contractor of unauthorized aliens a violation of 8 U.S.C. Section 1324a(e) [Section 274A(e) of the INA]. The Contractor agrees that such violation by the Contractor shall be grounds for the unilateral cancellation of this Contract by the County.

22. **PRODUCTS OR MATERIALS WITH RECYCLED CONTENT**

Contractor is required to procure products or materials with recycled content with respect to Work performed or products supplied under the contract when those products or materials are available at reasonable prices. A decision to not procure such items must be based on a determination that such procurement:

a) Is not available within a reasonable period of time; or

b) Fails to meet the performance standards set forth in the applicable specifications or fails to meet the reasonable performance standards of the agency.

Contractor shall provide the County with a written statement indicating what recycled products were used or supplied. If a decision was made not to use recycled products, Contractor shall provide County with a written statement indicating the basis for the decision using the above criteria.

23. **FLORIDA PRODUCED LUMBER**

Where applicable Contractor agrees to comply with the provisions of Section 255.20, Florida Statutes, as may be amended from time to time.

24. **ASBESTOS-FREE MATERIALS**

Contractor shall not use any asbestos or asbestos-based fiber materials in the Work performed under this Contract.

25. **ASSIGNMENT**

The County reserves the right to freely assign this Contract. The Contractor, however, shall not assign this Contract to any other persons or firm without first obtaining County's written approval. In addition, the Contractor shall not have the right to assign any or all of its rights and interests under this agreement to any subsidiary or parent company, or any successor to its business through merger, consolidation, voluntary sale, or transfer of substantially all of its assets without the express written consent of the County. For purposes of this paragraph, a transfer of substantially all of its assets shall be deemed to occur when the owner(s) of more than 50% of the proprietary interest in the business entity transfer, other than between themselves, their immediate families or their heirs, such proprietary interest to another person, firm, partnership, corporation or business entity. Any attempt to effect an assignment without County's prior written consent shall be deemed a default subject to the remedies provided herein.

26. **NOTICES**

All notices, requests, consents, and other communications required or permitted under this Contract shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to:

As to County:
St. Lucie County Administrator
Administration Annex
2300 Virginia Avenue
Ft. Pierce, FL 34982

With a Copy To:
St. Lucie County Attorney
Administration Annex
2300 Virginia Avenue
Ft. Pierce, FL 34982

As to Contractor:
DRC Emergency Services, LLC
Attn: Kristy Fuentes
110 Veterans Boulevard, Suite 515
Metairie, LA 70005
Phone: (888) 721-4372
Email: Kfuentes@drcusa.com

With a Copy to:
DRC Emergency Services, LLC
Attn: John Sullivan
P.O. Box 17017
Galveston, Texas 77552
Phone: (504) 482-2848

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

27. **NON-WAIVER**

The rights of the parties under this Contract shall be cumulative and the failure of either party to exercise properly any rights given hereunder shall not operate to forfeit any of the said rights.

28. **CONFLICT OF INTEREST**

The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes and as may be amended from time to time. The Contractor further represents that no person having any interest shall be employed for said performance.

The Contractor shall promptly notify the County in writing by certified mail of all potential conflicts of interest prohibited by existing state law for any prospective business association, interest or other circumstance which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of Work that the Contractor may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion by certified mail within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the County shall so state in the notification and the Contractor shall, at his/her option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Contractor under the terms of this Contract.

29. **DISPUTE RESOLUTION**

Any disputes relating to interpretation of the terms of this Contact or a question of fact or arising under this Contract shall be resolved through good faith efforts upon the part of the Contractor and the County or its Project Manager. At all times, the Contractor shall carry on the work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the County or its representatives, pending a final resolution of the dispute, including, if necessary, any determination by a Court of competent jurisdiction. Any dispute which is not resolved by mutual

agreement shall be decided by the County Administrator who shall reduce the decision to writing. The decision of the County shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

30. **MEDIATION**

Prior to initiating any litigation concerning this Contract, the parties agree to submit the disputed issue or issues to a mediator for non-binding mediation. The parties shall agree on a mediator chosen from a list of certified mediators available from the Clerk of Court for St. Lucie County. The fee of the mediator shall be shared equally by the parties. To the extent allowed by law, the mediation process shall be confidential and the results of the mediation or any testimony or argument introduced at the mediation shall not be admissible as evidence in any subsequent proceeding concerning the disputed issue.

31. **ANTITRUST ASSIGNMENT**

The Contractor and the County and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida and local governments. Therefore, the Contractor assigns to the State of Florida and the County any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

32. **INTERPRETATION; VENUE**

This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Contract may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Contract shall be interpreted as a whole unit and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this Contract, venue shall be exclusively in the Nineteenth Judicial Circuit for St. Lucie County, Florida, for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

33. **CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

If the Contractor intends to subcontract any portion of the Services covered by this Agreement, the Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

34. **DAVIS-BACON ACT**

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis–Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis–Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers

and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal awarding agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal awarding agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 C.F.R. 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the federal awarding agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the federal awarding agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this

section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 C.F.R. part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 C.F.R. part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the federal awarding agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. 5.12.

(4) Apprentices and trainees—

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program,

who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 C.F.R. 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 C.F.R. part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 C.F.R. 5.5(a)(1) through (10) and such other clauses as the federal awarding agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 C.F.R. 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 C.F.R. 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 C.F.R. 5.12.

(8) Compliance with Davis–Bacon and Related Act requirements. All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 C.F.R. parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 C.F.R. 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis–Bacon Act or 29 C.F.R. 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

35. **COPELAND ANTI-KICKBACK ACT**

(i) Contractor. The contractor shall comply with 18 U.S.C. § 874,40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

(ii) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the federal awarding agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(iii) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as contractor and subcontractor as provided in 29 C.F.R. § 5.12.

36. **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Contract, Contractor agrees as follows:

(i) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(iv) Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) Contractor will furnish all information and reports required by Executive Order 11246 of September

24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States. The County further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

The County agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractor and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The County further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with Contractors debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the County agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the County under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such State; and refer the case to the Department of Justice for appropriate legal proceedings.

37. **CONTRACTING WORK HOURS AND SAFETY STANDARDS ACT**

(A) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(B) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

(C) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor or any other federally- assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

38. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

Any discovery or invention that arises during the course of the Contract shall be reported to the County. Contractor must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the federal awarding agency.

39. **CONTRACTING COMPLIANCE WITH CLEAN AIR AND CLEAN WATER ACT**

A. COMPLIANCE WITH CLEAN AIR ACT

(i) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(ii) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State Recipient, the federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.

(iii) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by the Federal Government.

B. COMPLIANCE WITH CLEAN WATER ACT

(i) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

(ii) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State Recipient, the federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.

(iii) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by the Federal Government.

40. **SUSPENSION AND DEBARMENT**

Federal regulations restrict the County from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. The Contractor can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

(A) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(B) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(C) This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to FDEM and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(D) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C during the term of this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

41. **BYRD ANTI-LOBBYING AMENDMENT**

By executing this Contract, Contractor makes the certification below, which is found at APPENDIX A, 44 C.F.R. PART 18. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(iii) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

42. **PROCUREMENT OF RECOVERED MATERIALS**

(i) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;

2. Meeting contract performance requirements; or

3. At a reasonable price.

(ii) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

(iii) Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

43. **REMEDIES**

If any work performed by the Contractor fails to meet the requirements of the Contract, any other applicable standards, codes or laws, or otherwise breaches the Contract, the County may exercise any remedies provided in the original Contract to which this addendum is made a part; or, if none specified, the County may in its sole discretion:

(i) elect to have Contractor re-perform or cause to be re-performed at Contractor's sole expense, any of the work which failed to meet the requirements of the Contract;

(ii) hire another Contractor to perform the work and deduct any additional costs incurred by the County as a result of substituting Contractors from any amounts due to Contractor; or

(iii) pursue and obtain any and all other available legal or equitable remedies.

This Section shall in no way be interpreted to limit the County's right to pursue and obtain any and all other available legal or equitable remedies against Contractor.

44. **DOMESTIC PREFERENCE REQUIREMENTS**

As appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this paragraph must be included in all subcontracts and purchase orders for work or products under this Contract. For purposes of this paragraph:

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

45. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

(i) As used in this paragraph, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services as used in this paragraph—

(ii) Prohibitions

1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

2. Unless an exception in this paragraph applies, Contractor and its Subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the federal government to:

A. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

B. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

C. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

D. Provide, as part of its performance of this Contract, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(iii) Exceptions

1. This paragraph does not prohibit Contractor from providing—

A. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

B. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

2. By necessary implication and regulation, the prohibitions also do not apply to:
   A. Covered telecommunications equipment or services that:
      - Are not used as a substantial or essential component of any system; and
      - Are not used as critical technology of any system.
      - Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(iv) Reporting requirement

1. In the event Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during performance of the Services set forth in this Contract, or Contractor is notified of such by a Subcontractor at any tier or by any other source, Contractor shall report the information in the manner stated below to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

2. Contractor shall report the following information pursuant to this paragraph:

   A. Within one business day from the date of such identification or notification: The Contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

   B. Within 10 business days of submitting the information above: Any further available information about mitigation actions undertaken or recommended. In addition, Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(v) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (E), in all subcontracts and other contractual instruments.

46. **CHANGES**

Any changes to the scope of work, price, or schedule shall be in writing and agreed to by Parties.

47. **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

This is an acknowledgement that federal financial assistance will be used to fund the Contract, in whole or in part. Contractor will comply will all applicable federal law, regulations, executive orders, federal awarding agency policies, procedures, and directives.

48. **LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS**

The Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

49. **DHS SEAL, LOGO AND FLAGS**

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

50. **NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the County, Contractor, or any other party pertaining to any matter resulting from the contract.

51. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

52. **SAFE WORKING ENVIRONMENT**

The Contractor must at all time provide a safe working environment, including properly constructed monitoring towers.

Loading site monitors shall be responsible for checking the area for safety considerations, such as downed power lines, children playing in the area, traffic control needs, and safe operation of trucks and equipment; implementing all safety requirements; performing a pre-work inspection of debris collection areas before loading to identify the location of covered utility meters, transformers, fire hydrants, mail boxes, etc., as a baseline to account for any collateral damage as a result of the debris removal operation; and ensuring that debris loads are contained properly before leaving the loading area.

Tower and site monitors shall be responsible for checking the area for safety considerations, such as downed power lines, children playing in the area, traffic control needs, and safe operation of trucks and equipment; and implementing all safety requirements.

Field supervisors shall be responsible for being familiar with, maintaining, and implementing all safety requirements.

53. **LOAD TICKET SYSTEM REQUIREMENTS**

The Contractor must employ the use of a load ticket system that complies with FEMA requirements. Load tickets prepared by loading site monitors must include the following information:

- Contract number (identified by a number or name)
- Prime contractor's name
- Date
- Truck number
- Truck driver's name
- Description of the debris (Vegetation, Construction & Demolition Debris, White Goods, Household Hazardous Waste)
- Load location (GPS or address preferred)
- Loading date/time (departure from collection location)
- Loading Site Monitor name/signature

Load tickets prepared by tower or site monitors must include the following information:

- Truck capacity in cubic yards or tons
- Load size, either cubic yards (percent of capacity) or tons
- Unloading location
- Unloading date/time (arrival at disposal site)
- Tower/Site Monitor name/signature

54. **QUALIFICATIONS OF MONITORS AND STAFF**

The Contractor shall utilize only monitors that are trained and possess skills adequate to fulfill their duties. Labor rates paid to monitors shall be commensurate with skill level required by the job function. Professional engineers and professional qualifications are not required to perform debris monitoring duties. The Contractor must ensure its staff is familiar with FEMA debris removal eligibility criteria.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement in counterparts each of which shall be treated as an original upon the terms and conditions above stated.

ATTEST:

Vera Smith

DEPUTY CLERK

COUNTY COMMISSIONERS * ST. LUCIE COUNTY, FLORIDA *

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: _____

CHAIR

APPROVED AS TO FORM AND CORRECTNESS:

_____

COUNTY ATTORNEY

WITNESSES:

(1) _____

(2) _____

DRC EMERGENCY SERVICES, LLC

BY: _____

PRINT NAME: Kristy Fuentes

TITLE: Vice President, Secretary, Treasurer

FORM #1 PROPOSER INFORMATION AND AUTHORIZED SIGNATURE

Proposer (Company) Name: DRC Emergency Services, LLC

F.E.I.N. or Social Security Number: 63-1283729

Mailing Address: 110 Veterans Boulevard, Suite 515

City, State, Zip: Metairie, LA 70005

Telephone Number: (888) 721-4372 Fax Number: (504) 482-2852

E-mail Address Kfuentes@drcusa.com

Type of Entity: ☐ Corporation ☐ Partnership ☐ Proprietorship ☐ Joint Venture ☒ Other Limited Liability Company

State of Incorporation: Alabama Year of Incorporation: 2001

This Proposal is hereby submitted by the above-named entity ("Proposer") to St. Lucie County, Florida 20-033 for Emergency Debris Removal Services ("RFP"), having examined the solicitation and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies; and to provide the service in accordance with the terms and specifications set forth in the RFP at the prices provided in this Proposal. The prices in this Proposal will remain firm for a period of up to 90 days in order to allow the County adequate time to evaluate the Proposal. These prices are to cover all expenses incurred in performing the work required under the awarded contract, of which this RFP and Proposal is a part.

Proposer accepts all of the terms and conditions of the RFP. Proposer understands that a background investigation may be conducted by the County prior to award. Proposer hereby agrees to commence work under contract on or before a date to be specified in a written "Notice to Proceed" of the County.

Proposer has examined and carefully studied the Solicitation Documents and the following addendum receipt of which is hereby acknowledged:

No. 1 Dated: April 7, 2021 No. _____ Dated: _____

No. _____ Dated: _____ No. _____ Dated: _____

Proposer certifies that all information contained in this Proposal is truthful to the best of the undersigned's knowledge and belief. Undersigned certifies that it is duly authorized to submit this Proposal on behalf of the Proposer as its act and deed and that the Proposer is ready, willing, and able to perform if awarded the contract.

Authorized Signature (original, in ink): _____

Type or Printed Name: Kristy Fuentes

Title: Vice President/Secretary/Treasurer

FORM #2 NON-COLLUSION AFFIDAVIT

STATE OF Louisiana ;
COUNTY OF Jefferson Parish ;

Kristy Fuentes being first duly sworn, deposes and says that:

1. The undersigned is the Vice President/Secretary/Treasurer (Owner, Partner, Officer, Representative or Agent) of DRC Emergency Services, LLC (PROPOSER).

2. PROPOSER is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Bid;

3. Such Proposal is genuine and is not a collusive or sham proposal;

4. Neither the said PROPOSER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other PROPOSER, firm, or person to submit a collusive or sham proposal in connection with the Contract for which the attached Proposal has been submitted; or to refrain from responding to the RFP in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any PROPOSER, firm, or person to fix the price or prices in the attached Proposal or any other PROPOSER, or to fix any overhead, profit, or cost element of the pricing or the pricing of any other proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against COUNTY, or any person interested in the proposed Contract;

5. The price of items quoted in the attached Proposal are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any other of its agents, representatives, owners, employees or parties in interest.

By: Kristy Fuentes

Sworn to and subscribed before me on this 5th day of April, 2021
by Kristy Fuentes who ☒ is personally known to me or who ☐ has presented the following type of identification: _____.

Signature of Notary Public, State of ~~Florida~~ Louisiana

Cecelia Morise

Notary seal (stamped in black ink) OR printed, typed or stamped name of Notary and Commission Number

CECELIA MORISE
Notary Public - State of Louisiana
Notary ID Number 157893

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FORM #3 CORPORATE RESOLUTION

DRC Emergency Services is a Limited Liability Company. Please see Signing Authority attached.

I, _____, Secretary of _____, a Corporation organized and existing under the laws of the State of _____, hereby certify that at a meeting of the Board of Directors of the Corporation duly called and held on _____, 20____ at which a quorum was present and acting throughout, the following resolutions were adopted and are now in full force effect:

RESOLVED that the following individuals of this corporation are authorized to execute on behalf of this corporation, a Proposal to and Agreement with St. Lucie County, Florida for the provision of Emergency Debris Removal Services.

I further certify that the names of the officers of this corporation and any other persons authorized to act under this resolution and their official signatures are as follows:

NAME	TITLE	OFFICIAL SIGNATURE

IN WITNESS THEREOF, I have hereunto subscribed my name as Secretary and affixed the seal of the corporation this _____ day of _____, 20 _____

ACTION IN LIEU OF
A MEETING OF THE
MANAGER OF
DRC EMERGENCY SERVICES, LLC

This action is taken in accordance with Section 10-12-22 of the Alabama Limited Liability Company Act, as amended (the "Act"), in lieu of a meeting of the sole Manager of DRC EMERGENCY SERVICES, LLC, an Alabama limited liability company (the "Company"), and is made effective as of January 19, 2016.

WHEREAS, Section 4.2 of the Company's Second Amended and Restated Operating Agreement dated January 20, 2016 (as amended, the "LLC Agreement") and the Act permit the Manager of the Company to take the following actions; and

WHEREAS, the undersigned, DRC Equity LLC, constitutes the sole Manager of the Company (the "Manager").

NOW, THEREFORE, the undersigned hereby makes the following resolutions and consents to the following actions in lieu of a meeting of the Manager of the Company:

1. The following persons, in their respective corporate capacities indicated below, are hereby authorized and empowered for the express limited purpose of signing documents for the submission of bids, proposals, offers, responses and other related documents to, any federal, state or local government, including any governmental entity, organization, body, agency, department or political subdivision, for the transaction of business by or on behalf of the Company:

Name	Office/Capacity
John R. Sullivan	President
Kristy Fuentes	Vice President of Business Development, Secretary and Treasurer

2. The officers listed above after giving effect to this written consent are hereby authorized and directed on behalf of the Company to execute and deliver such agreements and instruments, make such filings and give such notices, and take any and all such other actions, and to do or cause to be done, such acts as such officers may deem necessary or advisable to accomplish or otherwise implement the purposes of the foregoing resolutions or to cause the Company to perform its obligations under any of the foregoing.

3. All actions taken by any officer of the Company in connection with any of the transactions contemplated by these resolutions are hereby authorized, approved, ratified and confirmed in all respects.

4. This written consent may be executed in counterparts, and all so executed shall constitute one action notwithstanding that all of the undersigned are not signatories to the original or to the same counterpart. This written consent shall be filed with the minutes of the proceedings of the Manager of the Company.

[SIGNATURE PAGE FOLLOWS]

DRC EMERGENCY SERVICES Striking Back.

Dated effective as of the date first written above.

DRC EMERGENCY SERVICES LLC

By: **DRC EQUITY, LLC**
a Texas limited liability company
Its: Manager

By: John R. Sullivan
Its: President

FORM #4 CONFIRMATION OF DRUG-FREE WORKPLACE

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087 Florida Statutes). In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or Contractual services that are under Bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contenders to, any violation of Chapter 893 Florida Statutes or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after the conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature of Proposer's Authorized Representative

Kristy Fuentes, Vice President/Secretary/Treasurer

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FORM #5 PUBLIC ENTITY CRIME AFFIDAVIT

SWORN STATEMENT UNDER SECTION 287.133 (3) (A), FLORIDA STATUTES
ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

STATE OF Louisiana;
COUNTY OF Jefferson Parish;

1. This sworn statement is submitted to St. Lucie County, Florida.

2. This sworn statement is submitted by DRC Emergency Services, LLC (name of entity submitting sworn statement) whose business address is 110 Veterans Boulevard, Suite 515, Metairie, LA 70005 and (if applicable) its Federal Employer Identification Number (FEIN) is 63-1283729.

3. My name is Kristy Fuentes and my relationship to the entity named above is Vice President/Secretary/Treasurer.

4. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b) Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and

agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133 (1)(e), FLORIDA STATUTES, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

8. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

__X__ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND, (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

FORM #5 PUBLIC ENTITY CRIME AFFIDAVIT

Signature

Sworn to and subscribed before me on this 5th day of April, 2021
by Kristy Fuentes who [X] is personally known to me or who
[ ] has presented the following type of identification:
_____.

Signature of Notary Public, State of ~~Florida~~ Louisiana

Notary seal (stamped in black ink) OR printed, typed or stamped name of Notary and Commission Number

CECELIA MORISE
Notary Public - State of Louisiana
Notary ID Number 157893

FORM #6 HOLD HARMLESS AND INDEMNITY AGREEMENT

DRC Emergency Services, LLC, agrees through signing of this document by an authorized party or agent that the Proposer shall indemnify and hold harmless the County and its officers; and employees, from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers and employees may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Proposer and persons employed or utilized by the Proposer in the performance of the awarded contract. The Proposer shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The Proposer expressly understands and agrees that any insurance protection required by the awarded contract or otherwise provided by Proposer shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Signature of Proposer's Authorized Representative

Kristy Fuentes, Vice President/Secretary/Treasurer

4/12/2021

Date

FORM #7 CERTIFICATION REGARDING DEBARMENT & SUSPENSION

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the CONTRACTOR (referred to herein as the "prospective lower tier participant") is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The

knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AN VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

DRC Emergency Services, LLC
CONTRACTOR Company Name

21-037
Contract Number

Kristy Fuentes
Name

Vice President/Secretary/Treasurer
Title

Signature

4/12/2021
Date

FORM #8 ANTI-LOBBYING CERTIFICATION

CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

DRC Emergency Services, LLC
CONTRACTOR Name

Signature of Contractor's Authorized Official

Kristy Fuentes, Vice President/Secretary/Treasurer
Name and Title of Contractor's Authorized Official

4/12/2021
Date

FORM #9 SCHEDULE 1 – HOURLY LABOR, EQUIPMENT, AND MATERIAL PRICE SCHEDULE

Equipment Type with Operator Category	Estimated Hours	Hourly Labor Rate	Total Extended Price
Air Curtain Burner, Self-contained System	350	$100.00	$35,000.00
50' Bucket Truck	350	$175.00	$61,250.00
Crash Truck w/impact Attenuator	140	$135.00	$18,900.00
Dozer, Tracked, D3 or Equivalent	70	$95.00	$6,650.00
Dozer, Tracked, D4 or Equivalent	140	$125.00	$17,500.00
Dozer, Tracked, D5 or Equivalent	210	$190.00	$39,900.00
Dozer, Tracked, D8 or Equivalent	210	$190.00	$39,900.00
Dump Truck, 16 +/- CY	140	$80.00	$11,200.00
Dump Truck, 20 +/- CY	210	$80.00	$16,800.00
Dump Truck, 38 +/- CY	210	$80.00	$16,800.00
Generator, 5.5 kW, List kW Capacity	140	$35.00	$4,900.00
Generator, 200 kW, List kW Capacity	140	$135.00	$18,900.00
Generator, 2,500 kW, List kW Capacity	210	$750.00	$157,500.00
Light Plant with Fuel and Support	350	$50.00	$17,500.00
Grader w/12" Blade (Min. 30,000 LB)	70	$160.00	$11,200.00
Hydraulic Excavator, 1.5 CY	140	$125.00	$17,500.00
Hydraulic Excavator, 2.5 CY	140	$150.00	$21,000.00
Knuckleboom Loader	350	$125.00	$43,750.00
Lowboy Trailer w/Tractor	140	$50.00	$7,000.00
Mobile Crane up to 15 ton	140	$75.00	$10,500.00
Pump, 95 HP (minimum 25' intake & 200' discharge to include fuel and support personnel)	70	$25.00	$1,750.00
Pump, 200 HP (minimum 25' intake & 200' discharge to include fuel and support personnel)	70	$25.00	$1,750.00
Pump, 650 HP (minimum 25' intake & 200' discharge to include fuel and support personnel)	70	$75.00	$5,250.00
Vac Truck (Mist Capacity), List capacity	210	$175.00	$36,750.00

Pickup Truck, I ton	70	$10.00	$700.00
Skid-Steer Loader, 1,500 LB operating capacity (w/utility grapple)	140	$75.00	$10,500.00
Skid-Steer Loader, 2,500 LB operating capacity (w/utility grapple)	140	$75.00	$10,500.00
Compact Track Loader, 1,500 LB operating capacity (w/utility grapple)	140	$75.00	$10,500.00
Compact Track Loader, 2,500 LB operating capacity (w/utility grapple)	140	$75.00	$10,500.00
Tub Grinder, 800 to 1,000 HP	350	$200.00	$70,000.00
Hydraulic Excavator, 1.5 CY (w/thumb)	140	$125.00	$17,500.00
Hydraulic Excavator, 2.5 CY (w/thumb)	140	$125.00	$17,500.00
Truck, Flatbed	70	$50.00	$3,500.00
Articulated, Telescoping Scissor Lift for Tower, 15 HP/37 ft. Lift	350	$10.00	$3,500.00
Water Truck, 2,500 gal (Non-potable, dust control and pavement maintenance)	350	$50.00	$17,500.00
Wheel Loader, 3 CY, 152 HP	140	$75.00	$10,500.00
Wheel Loader, 4.0 CY, 200 HP	140	$75.00	$10,500.00
Wheel Loader, 1.5 CY, 95 HP	210	$75.00	$15,750.00
Equipment with Operator Grand Total Extended Price:			$828,100.00
Others not listed in labor category – Please list below			

Labor Category	Estimated Hours	Hourly Labor Rate	Total Extended Price
Operations Manager w/cell phone and ½ ton pick-up truck	70	$75.00	$5,250.00
Crew Foreman w/cell phone and one ton equipment truck w/small tools and miscellaneous supplies in support of crew	140	$75.00	$10,500.00

FORM #9 SCHEDULE 1 – HOURLY LABOR, EQUIPMENT, AND MATERIAL PRICE SCHEDULE

Tree Climber/Chainsaw and gear	350	$75.00	$26,250.00
Laborer w/Chainsaw and gear	350	$25.00	$8,750.00
Laborer w/small tools, traffic control or flag person	350	$25.00	$8,750.00
Bonded and Certified Security Personnel	140	$45.00	$6,300.00
Labor Category Grand Total Extended Price:			$65,800.00
Others not listed in labor category – Please list below			
Crew Category	**Estimated Hours**	**Hourly Labor Rate**	**Total Extended Price**
Wheel Loader, 2.5 CY, 950 or Similar w/operator, Foreman with support vehicle and small equipment, Laborer w/chain saw and 2 laborers w/small tools	350	$225.00	$78,750.00
Crew Category Grand Total Extended Price:			$78,750.00
Others not listed in crew category – Please list below			
GRAND TOTAL OF SCHEDULE 1 (Total extended price of all 3 Categories)		$972,650.00	

FORM #9 SCHEDULE 2 – UNIT RATE PRICE SCHEDULE

References for each category of work are to RFP Scope of Services Items 2-7.2 through 2-7.16. If a vendor elects to "No Bid" individual service offerings, its proposal may be considered non-responsive to the County.

2.7-2. Vegetative Debris Removal -- Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to a County approved debris management site (DMS) or County approved final disposal site.

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	100,000	$7.24	$724,000.00	$65.16
16 to 30 Miles	125,000	$8.04	$1,005,000.00	$72.36
31 to 60 Miles	75,000	$8.04	$603,000.00	$72.36
Greater than 60 Miles	50,000	$8.04	$402,000.00	$72.36

2-7.3. C&D Debris Removal – Work consists of the collection and transportation of eligible C&D on the ROW or public property to a County approved final disposal site.

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	15,000	$7.93	$118,950.00	$55.51
16 to 30 Miles	25,000	$8.40	$210,000.00	$61.11
31 to 60 Miles	25,000	$8.40	$210,000.00	$61.11
Greater than 60 Miles	15,000	$8.40	$126,000.00	$61.11

2-7.4. Demolition, Removal, Transport & Disposal of Non-RACM Structures – Work consists of the decommissioning, demolition and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a County approved final disposal site.

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	5,000	$19.86	$99,300.00	$139.02
16 to 30 Miles	10,000	$20.86	$208,600.00	$146.02

31 to 60 Miles	10,000	$20.86	$208,600.00	$146.02
Greater than 60 Miles	5,000	$20.86	$104,300.00	$146.02

2-7.5. Demolition, Removal, Transport & Disposal of RACM Structures – Work consists of the decommissioning, demolition and disposal of RACM structures on public or private property and hauling the resulting debris to a County approved final disposal site.

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	5,000	$30.86	$154,300.00	$216.02
16 to 30 Miles	10,000	$35.86	$358,600.00	$251.02
31 to 60 Miles	10,000	$35.86	$358,600.00	$251.02
Greater than 60 Miles	5,000	$35.86	$179,300.00	$251.02

2-7.6. DMS Operation and Reduction Through Grinding – Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through grinding. The costs associated with acquiring, preparing, leasing, renting, operating and remediating land used as DMS as reflected in this RFP.

	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
	175,000	$3.30	$577,500.00	$28.66

2-7.7. DMS Management & Reduction by Air Curtain Incineration – Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through air curtain incinerators. The costs associated with acquiring, preparing, leasing, renting, operating and remediating land used as DMS as reflected in this RFP.

	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
	175,000	$1.75	$306,250.00	$15.75

2-7.8. Haul-out of Reduced Debris to a County Approved Final Disposal Site – Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County approved final disposal site.

FORM #9 SCHEDULE 2 – UNIT RATE PRICE SCHEDULE

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	6,100	$3.43	$20,923.00	$30.87
16 to 30 Miles	9,100	$4.43	$40,313.00	$39.87
31 to 60 Miles	15,000	$4.43	$66,450.00	$39.87
Greater than 60 Miles	30,000	$4.43	$132,900.00	$39.87

2-7.9. Removal of Hazardous Trees and Hangers – Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Item 2, Vegetative Debris Removals

Diameter	Estimated Quantity	$ Per Tree	Total	
6 inch to 12.99 inch diameter	1,500	$40.00	$60,000.00	
13 inch to 24.99 inch diameter	1,000	$70.00	$70,000.00	
25 inch to 36.99 inch diameter	750	$145.00	$108,750.00	
37 inch to 48.99 inch diameter	300	$245.00	$73,500.00	
49 inch to larger diameter	100	$375.00	$37,500.00	
Hanger Removal (per Tree)	3,000	$74.00	$222,000.00	

2-7.10. Removal of Hazardous Stumps – Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to a County Approved DMS. Rate includes removal, backfill of stump hole, reduction and final disposal.

Diameter	Estimated Quantity	$ Per Stump	Total	
24.1 inch to 36.99 inch diameter	500	$145.00	$72,500.00	
37 inch to 48.99 inch diameter	250	$245.00	$61,250.00	
49 inch and larger diameter		$375.00	$0.00	

2-7.12. ROW White Goods Debris Removal – Work consists of the removal of eligible white goods from the ROW to a County approved DMS site or County approved facility for recycling. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible white goods from the County approved DMS to a County approved facility for recycling.

Type of Debris	Estimated Quantity	$ Per Unit	Total	
A/C Units, refrigerators and freezers requiring refrigerant recovery and decontamination	250	$70.00	$17,500.00	
Washers, dryers, stoves, ovens and hot water heaters	500	$35.00	$17,500.00	

2-7.13. Household Hazardous Waste Removal, Transport and Disposal – Work consists of the collection, transportation and disposal of household hazardous waste from the ROW to a County approved permitted hazardous waste facility or MSW type I landfill.

	Estimated Quantity	$ Per Pound	Total	
	10,000	$5.95	$59,500.00	

2-7.14. E-Waste Removal – Work consists of the recovery and disposal of televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.

	Estimated Quantity	$ Per Unit	Total	
	250	$30.00	$7,500.00	

2-7.15. Abandoned Vehicle Removal – Work consists of the removal and transport of eligible abandoned vehicles.

Type of Vehicle	Estimated Quantity	$ Per Unit	Total	
Passenger Car	50	$200.00	$10,000.00	
Single Axle	25	$335.00	$8,375.00	

Double Axle	25	$595.00	$14,875.00	
2-7.15. Abandoned Vessel Removal – Works consists of the removal and transport of eligible abandoned vessels.				
Length of Vessel	**Estimated Quantity**	**$ Per Unit**	**Total**	
Vessels less than 20 linear feet	75	$2,100.00	$157,500.00	
Vessels 21 linear feet or greater	50	$3,900.00	$195,000.00	
2-7.16. Dead Animal Carcasses – Work consists of the recovery and disposal of dead animal carcasses.				
	Estimated Quantity	**$ Per Pound**	**Total**	
	10,000	$1.95	$19,500.00	
GRAND TOTAL OF SCHEDULE 2		$7,427,636.00		

DRC Emergency Services, LLC
CONTRACTOR Name

Signature of Contractor's Authorized Official

Kristy Fuentes, Vice President/Secretary/Treasurer
Name and Title of Contractor's Authorized Official

4/12/2021
Date

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

ADDENDUM No. 1

RFP No. 21-037
Emergency Debris Removal

April 7, 2021

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project, and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

Attachment:

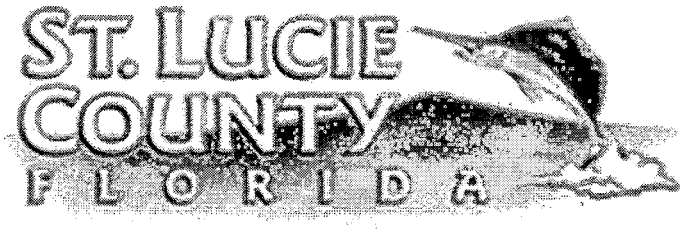
Questions/Answers

Please sign and return by e-mail to ciminod@stlucieco.org or fax to (772) 462-1704.

Name of Firm: DRC Emergency Services, LLC

Signature: _____ Kristy Fuentes, Vice President/Secretary/Treasurer

Date: 4/12/2021



REQUEST FOR PROPOSALS

RFP No. 21-037
Emergency Debris Removal

Due Date: Wednesday, April 14, 2021
Due Time: 3:00 P.M.

ST. LUCIE COUNTY BOARD OF COUNTY COMMISSIONERS
PURCHASING DEPARTMENT
2300 VIRGINIA AVENUE
FORT PIERCE, FLORIDA 34982
P (772) 462-1700
F (772) 462-1704

ST. LUCIE COUNTY BOARD OF COUNTY COMMISSIONERS

LEGAL NOTICE

REQUEST FOR PROPOSAL (RFP)

RFP No. 21-037
Emergency Debris Removal

Sealed Proposals from qualified firms or individuals to provide emergency debris removal services as listed in Request for Proposal No. 21-037 will be received at the St. Lucie County Purchasing Department, 2300 Virginia Avenue, Room 228, Fort Pierce, Florida 34982, **until 3:00 p.m. Local Time, on Wednesday, April 14, 2021,** at which time this RFP will be publicly declared closed.

Proposal documents may be obtained via download from www.DemandStar.com or by contacting the Office of the Purchasing Department at 2300 Virginia Avenue, Room 228, Fort Pierce, Florida, 34982, (772) 462-1700.

Proposers may not withdraw their proposals for a period of 90 calendar days after the day set for the opening of Proposals.

St. Lucie County reserves the right to waive informalities, to reject any and all RFP submittals, and to accept any RFP submittals or any combination of RFP submittals, which in its sole judgment will best serve the public interest.

CAUTION: It is the bidder's/proposer's responsibility to ensure that bids/proposals are received in the Purchasing Department prior to the date and time specified above. Receipt of a bid/proposal in any other County office does not satisfy this requirement.

St. Lucie County is an Equal Opportunity/Affirmative Action Employer.

Publish Date: Sunday, March 7, 2021

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PART I: GENERAL INFORMATION

1-1 DEFINITIONS

For the purposes of this Request for Proposals ("RFP"), Proposer shall mean contractors, consultants, respondents, organizations, firms, or other persons submitting a response to this Request for Proposals.

1-2 INVITATION TO PROPOSE; PURPOSE

The Board of County Commissioners, St. Lucie County, Florida (the "Board") solicits proposals from responsible Proposers to provide emergency debris removal services.

1-3 ISSUING OFFICE AND LOCATION OF PROPOSAL OPENING

St. Lucie County Purchasing Department
Administration Annex, Room 228
2300 Virginia Avenue
Fort Pierce, Florida 34982

1-4 CONTRACT AWARDS

The Board anticipates entering into a contract with the Proposer who submits the proposal judged by the Board to be most advantageous. The Board reserves the right to award a contract to other than the lowest price offeror. The Board reserves the right to award more than one contract if in its best interest.

The Proposer understands that this RFP does not constitute an agreement or a contract with the Proposer. An official contract or agreement is not binding until proposals are reviewed and accepted by the Board and both the Board and the successful Proposer approve a written agreement or contract.

The Board reserves the right to reject all proposals, to waive any informalities, and to solicit and re-advertise for other proposals.

1-5 DEVELOPMENT COSTS

Neither the Board nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

1-6 INQUIRIES

The County will not respond to oral inquiries. Proposers may submit written inquiries for interpretation of this RFP to:

Desiree Cimino – Purchasing Manager
St. Lucie County Purchasing Department
Administration Annex, Room 228
2300 Virginia Avenue
Fort Pierce, Florida, 34982.
Fax Number: 772-462-1704
E-mail: ciminod@stlucieco.org

The County will respond to written inquiries as noted below.

The County will record its responses to inquiries and any supplemental instructions in the form of a written addendum. It will be the Proposers responsibility to make sure all addendums are received.

1-7 TIMETABLES

The Board and the Proposers shall adhere to the following schedule in all actions concerning this RFP.

A. On March 7, 2021, the Board issues the RFP.

B. From March 7, 2021 to April 7, 2021, the County will receive and answer inquiries received by e-mail at ciminod@stlucieco.org.

C. The County must receive the proposals by 3:00 PM on April 14, 2021.

D. From opening time, County staff will review and evaluate the proposals on a timely basis.

E. The Board may enter into a contract after conducting negotiations and obtaining appropriate approvals. The County will notify unsuccessful Proposers at this time.

1-8 DELAYS

The County may delay scheduled due dates if it is to the advantage of the County. The County will notify Proposers of all changes in scheduled due dates by written addenda.

1-9 PROPOSAL SUBMISSION AND WITHDRAWAL

The County will receive proposals at the following address:

St. Lucie County Purchasing Department
Administration Annex, Room 228
2300 Virginia Avenue
Fort Pierce, Florida 34982

To facilitate processing, please mark the outside of the envelope as follows:

"RFP No. 21-037 Emergency Debris Removal"

The envelope shall also include the Proposer's return address.

Proposers shall submit one unbound original (hardcopy), one electronic copy on flash drive and six bound hard copies of the proposal in a sealed, envelope, box, or container marked as noted above. The Proposer may submit the proposal in person or by mail.

The County must receive all proposals by 3:00 PM on April 14, 2021.

Due to the irregularity of mail service, the County cautions Proposers to assure actual delivery of proposals to the County prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (772) 462-1700 before proposal opening time. Proposals received after the established deadline will be returned unopened to the Proposer.

Proposers may withdraw their proposals by notifying the County in writing at any time prior to the opening. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity and provide a signed receipt for the proposal. Proposals, once opened, become the property of the County and will not be returned to the Proposers. Upon opening, proposals become "public records" and shall be subject to public disclosure in accordance with Chapter 119, Florida Statutes.

1-10 IRREGULARITIES; REJECTION OF PROPOSALS

Proposals not meeting stated minimum terms and qualifications may be rejected by the County as non-responsive or irregular. However, the County reserves the right to waive any irregularities, technicalities or informalities in any proposal. The County reserves the right to reject the Proposal of any Proposer in arrears or in default upon any debt or contract to the Board of County Commissioners of St. Lucie County or who have failed to perform faithfully any previous contract with the County or with other governmental jurisdictions.

1-11 ADDENDA

If revisions become necessary, the County will post written addenda on www.DemandStar.com at least five days prior to the opening date to all Proposers who receive the RFP.

1-12 EQUAL OPPORTUNITY

The County recognizes fair and open competition as a basic tenet of public procurement and encourages participation by small and minority businesses, women's business enterprises, and labor area surplus firms (as listed by the U.S. Department of Labor at https://www.doleta.gov/programs/lsa.cfm). The County requests these businesses to submit evidence of such classification with their proposals.

1-13 ORAL PRESENTATION

At its discretion, the County may require any Proposer to make an oral presentation of the proposal. These presentations provide an opportunity for the Proposer to clarify the proposal for the County. The County will schedule any such presentations.

1-14 INSURANCE

The Proposer, if awarded a contract, shall maintain insurance coverage reflecting the minimum amounts and conditions required by the County.

1-15 LOBBYIST DISCLOSURE REQUIREMENT

Pursuant to Article IV of Chapter 1-2 of the Code of Ordinances of St. Lucie County, Florida, any professional consultant who utilizes the services of a lobbyist as defined in Section 1-2-62 is required to make full disclosure with the Clerk of the Board prior or concurrently with the submission of a proposal to the Board for the performance of any services for the Board. Such disclosure shall include the following:

A. The name of any lobbyist employed directly or indirectly by the consultant for the purpose of influencing or attempting to influence the selection of the professional consultant by the Board.

B. The name and address of the lobbyist.

C. The length of such agreement, contract or understanding and the amount of any fee, gratuity, compensation or consideration paid or promised to be paid to the lobbyist either before or after hiring whether or not same is set out as compensation for the lobbying or is for other services. The disclosure shall be filed with the Clerk on forms provided by the Board and such records shall be open to the public.

Further, contractors that apply or bid for an award of $100,000 or more that may be funded in whole or in part with Federal funds must also submit the anti-lobbying certification attached hereto as Form #8.

1-16 FEASIBILITY STUDIES

The County has established a policy that any professional consultant that contracts with the County as an advisor as to the feasibility of any County capital project, shall not be eligible to participate in any future design work on that project that might become necessary as a result of the consultant's advice. The Board of County Commissioners (the "Board") may determine to waive this policy by majority vote if the Board determines that there is a compelling reason to waive the policy.

1-17 FUNDING

The County intends to seek reimbursement for the costs of the contract from the Federal Emergency Management Agency (FEMA). Accordingly, the contractor will be required to comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

PART II: SCOPE OF WORK

2-1 INTRODUCTION

St. Lucie County Board of County Commissioners is seeking proposals from qualified firms to provide professional services for the collection and disposal of disaster debris collection activities for the County. The Contractor is expected to be extremely knowledgeable in Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) regulations, guidelines and operating policies. The Contractor will advise and support the County during a disaster recovery effort and will be responsible for the overall collection and disposal of debris. This will include services to remove, process and lawfully dispose of disaster generated debris (other than hazardous materials and household putrescible garbage) from public property and public right of way in St. Lucie County in response to an emergency event such as, but not limited to, hurricane, tornadoes, flooding, fires or other natural or manmade disaster(s). The Contractor shall coordinate with the County's current disaster debris monitor consultant(s) and the County to insure a compliant, well-managed and organized approach to debris collection and disposal.

The purpose of this Request for Proposal (RFP) is to put in place an indefinite delivery/quantity agreement for the collection and disposal management and support services based upon the specifications detailed herein. Work authorizations will be issued against the Agreement, as necessary to complete work.

2-2 ST. LUCIE COUNTY BACKGROUND

St. Lucie County is located on the Atlantic Coast of Florida between Martin County to the south and Indian River County to the north. St. Lucie County covers a total area of 688.10 square miles of which 575.5 square miles is land and 115.6 square miles is water area. The county encompasses the incorporated cities of Port St. Lucie and St. Lucie Village and the City of Ft. Pierce (county seat).

The entire county had a large growth rate over the last 50 years, growing from a population of 50,836 in 1970 to 344,041 in 2020. The population of the unincorporated areas of the County is 71,620.

2-3 PROJECT INTENT

The Scope of Work is an integrated part of the Contract Documents and as such will not stand alone if used independently. The intent of these documents is to set forth requirements of performance. It is also intended to include all labor and materials, equipment, tools and transportation necessary for the proper execution of the Work, to require new material and equipment unless otherwise indicated, and to require complete performance of the Work in spite of omission of specific reference to any minor component part and to include all items necessary for the proper execution and completion of the Work by the Contractor.

Performance by the Contractor shall be required only to the extent consistent with these documents and reasonably inferable from them as being necessary to produce the intended results.

The Scope of Work is to be used as a general guide and is not intended to be a complete list of all work necessary to complete the project. The successful Contractor shall have broad experience in the areas of providing the collection and disposal of disaster debris, and any additional or required tasks, as deemed necessary to complete the project successfully.

The scope of work performed by the Contractor shall adhere and be followed in accordance with the guidelines set forth within the most current version of FEMA's Public Assistance Program and Policy Guide, FP-104-009-2 (the "PAPPG") (as of this writing the current version is version 4.0, published June 1, 2020). The PAPPG supersedes FEMA 321 / Public Assistance Policy Digest, FEMA 322 / Public Assistance Guide, and FEMA 325 / Public Assistance Debris Management Guide, although Contractor may still consult these resources for general guidance. The collection, removal, and disposal of debris work requires that workers are performing eligible work in accordance with any public assistance guidelines including but not limited to Federal, State and Local regulations.

The purpose of this solicitation is to establish one or more contracts to provide services to remove, process, and lawfully dispose of disaster generated debris (other than hazardous materials and household putrescible garbage) from public property and public right of way in St. Lucie County, Florida in response to an emergency event such as, but not limited to, hurricane(s), tornadoes, flooding, fire or other natural or manmade disaster(s). The County is seeking proposals from highly qualified Vendor(s) with experience in the specialized management of disaster response labor for the removal of debris along with the preparation, response, recovery and mitigation phases of any emergency or disaster. Vendors must have the capability and ability to rapidly respond to wide scale debris volumes typically produced in hurricanes, tornadoes and other disaster types as well as small scale debris volumes.

The Vendor must handle debris management activities in St. Lucie County in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Health (FDH), Natural Resources Conservation Services (NRCS), and the Florida Department of Environmental Protection (FDEP) in conjunction with the County's needs. The Vendor shall have an excellent understanding of the documentation involved for the reimbursement from FEMA, FHWA, or Other Federal Agencies, and the State relief programs to make the process of cost recovery efficient and accurate. The processes and documentation required will be in strict compliance with FEMA, FHWA, or Other Federal Agencies, and other State relief programs regulations regarding eligibility.

Contracts must meet rules for Federal grants, as provided for in Title 2 Code of Federal Regulations (CFR) Part 200, (§ 200.317-200.327, Procurement Standards) in order to be eligible for reimbursement under the Public Assistance Program.

NOTE: This solicitation is not a request for Emergency Debris Monitoring Services. The County currently has separate contracts to provide that service. This RFP is specifically for Emergency Debris Removal Services. Vendors shall not include proposals that include Debris Monitoring Services. One or more Vendor(s) may be selected to provide differing elements or levels of scope of work in accordance with the capabilities and extent of involvement each respondent proposes. Contracts issued resulting from this RFP shall only be activated in the event of a declared emergency. There is no guarantee any contract resulting from this RFP will be activated or any work will be performed.

Scope of services under this contract includes, but is not limited to:

2-4 DELIVERY AND COMPLETION OF WORK FROM THE DATE OF THE NOTICE TO PROCEED

The County will issue the official Notice to Proceed for the services referenced in this RFP and resulting contract. The Notice to Proceed shall be sent via facsimile, mail, or email. Under no circumstances shall the County be liable for any services rendered unless the written Notice to Proceed has been sent and received by the Vendor(s). The Vendor(s) must acknowledge receipt of the written Notice to Proceed. Time for completion may be considered a factor in determining the vendor to whom a Notice to Proceed will be made.

Upon Notice to Proceed and mobilization, the Vendor shall provide the County with a reasonable time frame in which the work will be completed. The County will use the Vendor's estimate to develop a period of performance for work to be completed. This period of performance may be adjusted at the County's discretion. All work shall be performed in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the vendor(s), except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the original completion date so that a revised delivery schedule can be appropriately considered by the County.

Should the vendor(s) to whom the contract(s) is awarded fail to complete the work within the number of days as stated in its offer, it is hereby agreed and understood that the County reserves the authority to cancel the contract with the vendor and to secure the services of another vendor to complete the work. If the County exercises this authority, the County shall be responsible for reimbursing the vendor for work which was completed and found acceptable to the County in accordance with the contract specifications. The County may, at its option, demand payment from the vendor, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the County as a result of having to secure the services of another vendor. If the incumbent vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

2-5 PROTECTION OF PROPERTY

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest shall be protected against damage or interrupted services at all times by the vendor during the term of the contract; and the vendor shall be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the vendor's operation on the property. In the event the vendor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the vendor.

2-6 TERMS AND DEFINITIONS

Definitions are provided for those terms listed below.

a. **Authorized Representative** – County employees and/or contracted individuals designated by the County or County Debris Manager to take actions as described in this RFP and the resulting Contract.

b. **Chipping or Mulching** – see Grinding.

c. **Cleanup Crew** – A group of individuals and/or an individual employed by the Debris Removal Vendor to collect disaster debris.

d. **Construction and Demolition Debris (C&D)** – FEMA's PAPPG defines eligible construction and demolition (C&D) debris as components of buildings and structures, such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and other floor coverings, window coverings, pipe, concrete, asphalt, equipment, furnishings, and fixtures. (Note: This definition of C&D is for disaster recovery purposes and is not the same definition commonly used in other solid waste documents, such as FDEP Chapter 62-701.) Current eligibility criteria include:

e. **County** – St. Lucie County, Florida

f. **County Approved Final Disposal Site** – a final disposal location approved in writing by the County.

g. **County Debris Manager** – The County will designate a County Debris Manager, who will lead the debris removal process and provide general oversight for all phases of debris removal operations within the County.

h. **Debris** – Items and materials broken, destroyed or displaced by a natural or man-made federally declared disaster. Examples of debris include, but are not limited to: vegetative debris, construction and demolition debris, and personal property.

i. **Debris Clearance** – Clearing roads by pushing debris to the roadside in order to accommodate emergency traffic.

j. **Debris Management Site (DMS)** – A location to temporarily store, reduce, segregate and/or process debris before it is hauled to a final disposal site. May also be referred to as a Temporary Debris Storage and Reduction Site (TDSR Site) or Temporary Debris Staging and Processing Facility (TDSPF).

k. **Debris Monitoring** – Actions taken by the County in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for Federal or State grant reimbursement.

l. **Debris Removal** – Picking up debris and taking it to a debris management site, composting facility, recycling facility, permanent landfill, or other reuse or end-use facility.

m. **Demobilization** – Following the completion of services provided under the resulting contract, the Vendor will remove all equipment, supplies and other associated materials involved in the services provided to the County. The Vendor will leave all sites utilized clean and restored to the original state as approved by the County and verified through soil and groundwater samples.

n. **Demolition** – The act or process of reducing a structure, as defined by the State of Florida or local code, to a collapsed state. It contrasts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse.

o. **Designated Area** – Generally bounded by the County line and includes public property and rights-of-way within the unincorporated areas of the County that was directly affected by a debris-generating event.

p. **Disaster Specific Guidance** – Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to, along with their numerical identification.

q. **Eligible** – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Notice to Proceed is issued and executed by the County to the Vendor) of

the Public Assistance grant program and FEMA's PAPPG and all current FEMA fact sheets, guidance documents, and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency during the course of a debris removal project. Generally, eligible work is:

- Required as a result of the declared incident;
- Located within the designated area; and
- The legal responsibility of the County.

r. **Emergency Debris Clearance** - The initial debris clearance activity necessary to eliminate life and safety threats (i.e., clearing roads).

s. **Emergency Relief Program** – Provides for the funding of emergency roadway clearing and first pass disaster debris removal on federal aid highways.

t. **E-Waste** – End of life electronics, typically televisions, computers and related components.

u. **FEMA Public Assistance Program and Policy Guide (PAPPG)** – FEMA's comprehensive guidance regarding the policy and program administration of the Public Assistance Program, including eligibility requirements and rules related to disaster debris removal.

v. **FEMA Publication 325 Debris Management Guide** – This publication has been superseded by the PAPPG, but may still be referred to as a reference. It is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non-reimbursable expenses.

w. **Field Inspector** – See Monitor.

x. **Garbage** – Waste that is regularly collected through the County's normal waste collection methods. Includes all putrescible or non-putrescible wastes such as but not limited to, plastics, paper, cardboard, kitchen and table food waste, and animal, vegetative, food or any organic waste that is a result or residential or commercial activities.

y. **Grinding** – Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.

z. **Hangers** – A hanger is a broken limb or branch. The current eligibility requirements for removal of a hanger according to FEMA's PAPPG are:

- The limbs or branches must be greater than two inches in diameter, measured at the point of break; and

- The limbs or branches must post an immediate threat, e.g., hanging over improved property or public-use areas, such as trails, sidewalks, or playgrounds.

FEMA does not fund removal of broken limbs or branches located on private property unless:

- The limbs or branches extend over the public ROW;
- The limbs or branches pose an immediate threat; and
- The hazard is removed from the public ROW (without entering private property).

Only the minimum cut necessary to remove the hazard is eligible. For example, cutting a branch at the trunk is not eligible if the threat can be eliminated by cutting it at the closest main branch junction.

aa. **Hazardous Stump** – a tree stump that has 50% of the root-ball exposed. Removal of the stump and filling the root-ball hole is eligible. If grinding the stump in-place is less costly than extraction, grinding the stump in-place is eligible.

FEMA only reimburses contracted stump removal on a per-stump basis if:

- The stump is 2 feet or larger in diameter measured 2 feet above the ground; and
- Extraction is required as part of the removal.

The price for stump removal must include extraction, transport, disposal, and filling the root-ball hole.

bb. **Hazardous Tree** – FEMA considers incident-damaged trees to be hazardous and eligible if the tree has a diameter of 6 inches or greater measured 4.5 feet above ground level, and the tree:

- Has a split trunk;
- Has a broken canopy; or
- Is leaning at an angle greater than 30 degrees.

For trees that have 50 percent or more of the root-ball exposed, removal of the tree and root-ball and filling the root-ball hole are eligible. For contracted removal of a tree with a root-ball, FEMA will not reimburse two separate unit costs to remove the tree and its root-ball. For trees that have less than 50 percent of the root-ball exposed, FEMA only provides PA funding to flush cut the item at ground level and dispose of the cut portion based on volume or weight. Grinding any residual stump after cutting the tree is not eligible.

cc. **Hazardous Waste** – Waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and

Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at least one of the following four characteristics: ignitability, corrosively, reactivity or toxicity.

dd. **Hold Harmless** – Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage or other liability incurred as a result of a particular action or transaction.

ee. **Household Hazardous Waste (HHW)** –a hazardous product or material used and disposed of by residential consumers, rather than commercial or industrial consumers. HHW includes some paints, stains, varnishes, solvents, pesticides, and other products or materials containing volatile chemicals that catch fire, react, or explode under certain circumstances, or that are corrosive or toxic. HHW mixed with other debris types will contaminate the entire load, which necessitates special disposal methods. The overall cost of debris disposal can escalate quickly if HHW collection and disposal is not planned and executed with care.

The collection of commercial disaster related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected in the County with written authorization by the County Debris Manager. The disposal of all hazardous waste must be in accordance with all rules and regulations of local, state and federal regulatory agencies.

ff. **Monitor** – Person that observes day-to-day operations of debris removal crews to ensure they are performing eligible work, meeting the County's expectations and contractual requirements and are in compliance with all applicable Federal, State and local regulations. May also be referred to as a "Field Inspector"

gg. **Recycling** – The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.

hh. **Refrigerant** – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.

ii. **Right of Entry** – As used by FEMA, the document by which a property owner confers to an eligible applicant or its Vendor or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.

jj. **Right-of-Way** – The portions of land over which facilities such as highways, railroads or power lines are built. It includes land on both sides of the facility up to the private property line.

kk. **Scale/Weigh Station** – A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.

ll. **Temporary Debris Staging and Processing Facility (TDSPF)** – Site for the staging and processing of collected debris prior to final disposal. May also be referred to as a Debris Management Site (DMS).

mm. **Temporary Debris Storage and Reduction Site (TDSR)** – Site designated by the County for the storage and reduction of disaster related debris.

nn. **Tipping Fee** – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.

oo. **United States Army Corps of Engineers (USACE)** – A component of the United States Army responsible for constructing and maintaining military installations and other government-owned and controlled facilities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.

pp. **Vegetative Debris** – Vegetative debris includes whole trees, stumps, trunks, branches, limbs, and other leafy material. Eligible vegetative debris may include tree limbs, branches, stumps, or trees that are still in place, but damaged to the extent they pose an immediate threat. These items are not eligible if the hazard existed prior to the incident, or if the item is in a natural area and does not extend over improved property or public-use areas, such as trails, sidewalks, or playgrounds. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers.

qq. **Vendor** – the term "Vendor" as used herein, refers to the vendor(s) selected to conduct debris removal operations per the terms of the contract. The term includes primary vendor(s), subcontractors, and individual crews.

rr. **White Goods** – White goods are defined as discarded household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, dryers, and water heaters. Many white goods contain ozone depleting refrigerants, mercury, or compressor oils. The Clean Air Act prohibits the release of refrigerants into the atmosphere and requires that certified technicians extract refrigerants from white goods before disposal or recycling. To avoid releases of refrigerants or oils, the collection of white goods should be accomplished carefully by manually placing the appliance on trucks or by using lifting equipment that will not damage the elements that contain the refrigerants or oils. The County will identify certified recycling centers that are permitted to take white goods.

2-6.1 ACRONYMS

ACM - Asbestos Containing Material
C&D - Construction and Demolition
CFR - Code of Federal Regulations
DMS - Debris Management Site
EO - Executive Order
EPA - Environmental Protection Agency
FDEP - Florida Department of Environmental Protection
FDOT - Florida Department of Transportation
FEMA - Federal Emergency Management Agency
FHWA - Federal Highway Administration

GPS - Global Positioning System
HHW - Household Hazardous Waste
OSHA - Occupational Safety and Health Administration
PA - Public Assistance
PPDR - Private Property Debris Removal
PPE - Personal Protective Equipment
PW - Project Worksheet
RACM - Regulated Asbestos Containing Material
RCRA - Resource Conservation and Recovery Act
ROE - Right-of-Entry
ROW - Right-of-Way
RRC - Rapid Response Crew
SWMF - Solid Waste Management Facility
TDSPF - Temporary Debris Staging and Processing Facility
TDSR - Site Temporary Debris Storage and Reduction Site
USACE - United States Army Corps of Engineers
VOCs - Volatile Organic Compounds

2-7 SCOPE OF SERVICES

The selected Vendor shall be capable of assembling, directing, and having the capacity to manage a major workforce, with multiple subcontractors, that can be fully operational in debris management operations and to cover the expenses of a major recovery prior to being paid by the County. Established management teams must be in place. The Vendor(s) shall have the resources to provide the equipment and personnel necessary to cover a major disaster. The Vendor(s) shall be able to assemble trucks, equipment, materials, and crews immediately following a disaster, giving the County priority status.

At a minimum of 48 hours prior to a hurricane event or immediately upon the occurrence of a debris-generating incident within the County for which there is no advance warning, a designated County employee will contact the Vendor(s) to advise them of the County's intent to activate the contract for removal and disposal of disaster debris. Before work begins, the County must issue a written Notice to Proceed. Within 8 hours of receiving the Notice to Proceed, the Vendor(s) will send a management team to report to the County Debris Manager to begin planning for the operations and mobilizing the personnel and equipment as necessary to perform the work. Mobilization by the Vendor(s) shall begin within 24 hours of notification by the County. Within 72 hours of receipt of the Notice to Proceed, the Vendor shall be fully established and continue debris removal operations. The Vendor(s) shall make every effort to be at the disaster site within the stated time frame. The removal and disposal work must be conducted in a systematic and predictable manner.

Under the awarded contract, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the County's Debris Manager. Work shall also include the clearing and removing of any and all "eligible" debris as most currently defined (at the time

Notice to Proceed is issued and executed by the County for the Vendor) by the FEMA Public Assistance grant program guidelines in FEMA's PAPPG, all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies, and as directed by the County Debris Manager. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. The aforementioned definition of "eligible" applies to all uses throughout Scope of Services items 2-7.1 through 2-7.16. Work will include: (1) examining debris to determine whether or not debris is eligible; (2) loading the debris; (3) hauling debris to County approved DMS(s) or County approved Final Disposal Site(s); (4) reducing disaster related debris; (5) hauling reduced debris to a County approved Final Disposal Site; and (6) disposing of reduced debris at a County approved Final Disposal Site. Debris not defined as eligible by FEMA, state or federal DSGs or policies will not be loaded, hauled, or dumped under this contract unless written instructions to do so are given to the Vendor by the County Debris Manager. It shall be the Vendor's responsibility to load, transport, reduce, and properly dispose of any and all disaster generated debris which is the result of the event under which the Vendor was issued Notice to Proceed, unless otherwise directed by the County Debris Manager in writing.

2-7.1 EMERGENCY ROAD CLEARANCE

At the request of the County for this contract, work shall consist of all labor, equipment, fuel and associated costs necessary to clear and remove debris from County roadways, to make them passable immediately following a declared disaster event. All roadways designated by the County Debris Manager shall be clear and passable within 70 working hours of the issuance of Notice to Proceed from the County to conduct emergency roadway clearance work. The County may choose to extend the Vendor's 70-hour limit through a written request. This may include roadways under the jurisdiction of other governmental agencies under the legal responsibility of the County. Clearance of these roadways will be performed as identified by the County Debris Manager. The Vendor shall assist the County and its representatives in ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor utilized (i.e., certification), starting and ending times, and zones/areas worked. Services performed under this Contract element will be compensated using Schedule 1 – Hourly Labor and Equipment Price Schedule.

2-7.2 ROW VEGETATIVE DEBRIS REMOVAL

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing on the County ROW to a County approved DMS or a County approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. For the purposes of this contract, eligible vegetative debris that is piled in immediate close

proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

b. Removal of eligible vegetative debris existing in the County will be performed as identified by the County Debris Manager.

c. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved DMS or a County approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

d. All eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the County or its authorized representative.

e. Entry onto private property for the removal of eligible vegetative hazards will only be permitted when directed by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures.

f. The Vendor must provide traffic control as conditions require or as directed by the County Debris Manager.

2-7.3 ROW C&D DEBRIS REMOVAL

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible Construction and Demolition (C&D) debris existing on the County ROW to a County approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. For the purposes of this contract, eligible C&D debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

b. Removal of eligible C&D debris existing in the County ROW will be performed as identified by the County Debris Manager.

c. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

d. All eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the County or its authorized representative.

e. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed by the County or its authorized representative. The County will provide specific ROE legal and operational procedures.

g. The Vendor must provide traffic control as conditions require or directed by the County Debris Manager.

h. C&D debris must be monitored for the collection, complete haul, and delivery at the approved final disposal site. The County's authorized representative will obtain the original copy of the disposal or scale ticket showing the inbound and outbound collection vehicle weights.

2-7.4 DEMOLITION, REMOVAL, TRANSPORT, AND DISPOSAL OF NON-RACM STRUCTURES

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of eligible Non-Regulated Asbestos Containing Material (Non-RACM) structures on private property within the jurisdictional limits of the County. Under this service, work will include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition, debris removal and site remediation. Further, eligible debris generated from the demolition of Non-RACM structures, as well as eligible scattered C&D debris on private property, will be transported to a County approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. Decommissioning consists of the removal and disposal of all Household Hazardous Waste (HHW), E-Waste, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local rules and regulations.

b. Any structurally unsound and unsafe structures will be identified and presented to the County for direction regarding decommissioning.

c. Removal and transportation of eligible Non-RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.

d. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

e. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property

debris removal programs if requested.

f. The Vendor is required to strictly adhere to any and all local, state, and federal regulatory requirements for the demolition, handling, and transportation of Non-RACM structures (such as obtaining demolition permits, etc.).

2-7.5 DEMOLITION, REMOVAL, TRANSPORT, AND DISPOSAL OF RACM STRUCTURES

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of eligible Regulated Asbestos Containing Material (RACM) structures on private property within the jurisdictional limits of the County. Under this service, work will include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition, debris removal and site remediation. Further, eligible debris generated from the demolition of structures, as well as eligible scattered C&D debris on private property, will be transported to a County approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local rules and regulations.

b. Any structurally unsound and unsafe structures will be identified and presented to the County for direction regarding decommissioning.

c. Removal and transportation of eligible RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.

d. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved Final Disposal Site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

e. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific ROE legal and operational procedures for private property debris removal programs if requested.

f. The Vendor is required to strictly adhere to any and all local, state, and federal regulatory requirements for the demolition, handling, and transportation of RACM structures (such as obtaining demolition permits, burrito wrapping of debris, etc.).

2-7.6 DMS MANAGEMENT, OPERATIONS, AND REDUCTION THROUGH GRINDING

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging, and reduction through grinding of eligible disaster related debris. Grinding must be approved by the County Debris Manager prior to commencement of reduction activities. The DMS(s) layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of DMS(s) includes obtaining necessary local, state, and federal permits or approval and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and FDEP. The Vendor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

b. Vendor is responsible for operating the DMS(s) in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDEP guidelines.

c. Debris at DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, white goods, and other scope of service items), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).

d. All un-reduced disaster debris must be staged separately from reduced debris at the DMS(s).

e. If the alternate tonnage price schedule of this RFP is used the Vendor shall obtain, install, and operate scales for weighing incoming debris. Scale/weigh stations shall be installed and certified within 5 business days of Notice to Proceed or written notice that the County intends on using the alternate tonnage schedule of this RFP. Vendor shall provide a sufficient number of scales meeting the County specifications to provide for the efficient delivery of waste streams without excessive wait times. The County shall make the sole determination of time determined to be excessive. To the extent that the County determines that additional scales are required, certified scales must be operational within 5 business days of the County's written request.

f. Maintaining the DMS approach and interior road(s) for all weather conditions for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress.

g. Vendor is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, water, lighting, and portable toilets. Vendor is responsible for all associated costs necessary to provide DMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.

h. Vendor is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other best management practices.

i. Vendor is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

j. Vendor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation, is a cost reflected in this scope of services. HHW/contaminant material segregated and stored in line containers at the DMS will be collected by the County's Hazardous Materials Removal and Disposal Vendor(s).

k. Vendor is responsible for providing 24 hour DMS(s) security.

l. Vendor will only permit Vendor vehicles and others specifically authorized by the County or its authorized representative on site(s).

m. Vendor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Vendor will at a minimum meet the specifications provided in the Technical Specifications of this RFP (See Section 2-8.16: Debris Site Tower Specifications).

Upon completion of haul-out activities, the Vendor will be responsible for remediating the physical features of the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, and other physical features. Site remediation does not include restoring fencing, lighting, and other permanent structures that may have been demolished at the County's direction for DMS operations. All debris, mulch, and other residual material is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDEP.

2-7.7 DMS MANAGEMENT, OPERATIONS AND REDUCTION THROUGH ABOVE GROUND AIR CURTAIN INCINERATION

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to manage and operate DMS locations for the acceptance, management, segregation, staging, and reduction through above ground air curtain incinerator

(ACI) of eligible disaster-related debris. Above ground ACI reduction must be approved by the County Debris Manager, FDEP, and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of DMS locations includes obtaining necessary local, state and federal permits or approval, and operating in accordance with all rules and regulations of local, state and federal regulatory agencies, which may include but are not limited to the EPA and FDEP. The Vendor shall also be responsible for all costs associated with third-party groundwater and soil testing.

b. The Vendor is responsible for operating the DMS locations in accordance with OSHA, EPA, and FDEP guidelines.

c. Debris at DMS locations will be clearly segregated and managed independently by debris type (C&D, vegetative, HHW, etc.); program (ROW collection, private property debris removal, etc.); and applicant(s) (municipalities located within the County). Incidental debris will be removed and disposed of at no additional cost and based on the applicable scope of service in this RFP.

d. All un-reduced storm debris must be staged separately from reduced debris at the DMS locations.

e. If the alternate tonnage price schedule of this RFP is used the Vendor shall obtain, install, and operate scales for weighing incoming debris. Scale/weigh stations shall be installed and certified within 5 business days of Notice to Proceed or written notice that the County intends on using the alternate tonnage schedule of this RFP. Vendor shall provide a sufficient number of scales meeting the County specifications to provide a sufficient number of scales meeting the County Specifications to provide for the efficient delivery of waste streams without excessive wait times. The County shall make the sole determination of time determined to be excessive. To the extent that the County determines that additional scales are required, certified scales must be operational within 5 business days of the County's written request.

f. Maintaining the DMS approach and interior road(s) for all weather conditions for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress.

g. The Vendor is responsible for all associated costs necessary to provide DMS locations utilities, which include but are not limited to, water, lighting, and portable toilets.

h. The Vendor is responsible for all associated costs necessary to provide DMS locations traffic control, which includes but is not limited to traffic cones and staff with traffic flags.

i. The Vendor is responsible for all associated costs necessary to provide DMS locations dust control and erosion control, which includes but is not limited to an operational water truck, silt fencing, and other best management practices.

j. The Vendor is responsible for all associated costs necessary to provide DMS locations fire protection, which include but is not limited to an operational water truck (sufficient and equipped for fire protection), fire breaks, and a site foreman.

k. Vendor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be missed, mixed in, or picked up accidently with disaster debris. The cost associated with qualified personnel and lined containers/containment areas for HHW/containment segregation, is a cost reflected in this scope of services. HHW/containment material segregated and stored in lined containers at the DMS will be collected by the County's Hazardous Materials Removal and Disposal Vendor(s).

l. The Vendor is responsible for providing 24-hour security and fire tender for DMS locations.

m. The Vendor will only permit Vendor vehicles and others specifically authorized by the County or its authorized representative on site(s).

n. The Vendor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Vendor will at a minimum meet the specifications provided in the technical specifications of this RFP (see Section 2-8.16: Debris Site Tower Specifications).

A. Upon completion of haul-out activities, the Vendor will be responsible for remediating the physical features of the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, seeding, sod, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the County's direction for DMS operations. All debris, mulch, and other residual material is to be removed adequately; fill dirt and/or other base material (if required) shall meet standards for intended use; new sod or seeding shall meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDEP.

2-7.8 HAUL-OUT OF REDUCED DEBRIS TO A COUNTY APPROVED FINAL DISPOSAL SITE

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to load and transport reduced eligible material such as ash, compacted C&D, or mulch existing at a County approved DMS(s) to a County approved Final Disposal Site in accordance with all federal, state, and local rules and regulations.

a. The Vendor(s) shall provide the name and address of each disposal facility to be used along with the name and the telephone number of a responsible party for each facility, prior to commencing the work.

b. The Vendor(s) shall not use any disposal facility without the written consent of the County Debris Manager. All costs and fees associated with the disposal of debris shall be reviewed for reasonableness by the County Debris Manager prior to issuing any such authorization.

c. The Vendor shall provide a sufficient number of debris site towers and/or certified scales meeting County specifications to provide for the efficient delivery of waste streams without excessive waiting times. The County shall make the sole determination of excessive wait times. To the extent that the County determines that additional towers and/or scales are required, additional towers must be operational within 48 hours of the County's request and certified scales must be operational within 5 business days of the County's request.

d. At the completion of disposal operations, each disposal facility will issue a written summary of the quantity, type, and origin of waste delivered.

e. The Vendor shall not receive any payment from the County for haul-out or load tickets related to reduced or unreduced debris transported and disposed of at a non-County approved Final Disposal Site.

2-7.9 REMOVAL OF HAZARDOUS TREES AND HANGERS

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to remove all eligible Hazardous Trees 6 inches or greater in diameter, measured 4.5 feet above ground level and eligible Hangers inches or larger in diameter, measured at the point of break. Debris generated from the removal of these eligible Hazardous Trees and eligible Hangers will be placed in the safest possible location on the County ROW and subsequently removed in accordance with the terms, conditions and procedure described in "ROW Vegetative Debris Removal" (Scope of Services, 2-7.2). Eligible hazardous leaning trees less than 6 inches in diameter, measured 4.5 feet from the base of the tree, will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for Scope of Services, 2-7.2. The County will not compensate the Vendor for cutting leaning trees less than 6 inches in diameter on a unit rate basis. The collection of all eligible hazardous leaning trees and eligible hazardous hanging limbs must be performed on the same day as the cut work. If there is insufficient room for safe placement along the County ROW, then Vendor must load the resulting debris of eligible hazardous leaning trees or eligible hazardous hanging limbs as they are removed.

a. Eligible Hazardous Trees will be identified by the County or its authorized representative for removal. Removal and placement of eligible Hazardous Trees 6 inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County

Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the Vendor, in writing, by the County Debris Manager. Refer to the definition of Hazardous Trees at 2-6(bb) for eligibility requirements.

b. Eligible hazardous Hangers will be identified by the County or its authorized representative for removal. Removal and placement of eligible hazardous hanging limbs 2 inches or greater in diameter measured at the point of break existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Vendor, in writing, by the County Debris Manager. Refer to the definition of Hangers at 2-6(z) for eligibility requirements.

2-7.10 REMOVAL OF HAZARDOUS STUMPS

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to remove all eligible Hazardous Stumps greater than 2 feet in diameter, measured 2 feet from the base of the tree, existing on the County ROW. The Vendor shall be responsible for backfilling any voids left in the ground by removed stumps within 24 hours of stump removal. Any voids not backfilled immediately following Hazardous Stump removal must have measures taken in order to protect public health and safety. Further, debris generated from the removal of Hazardous Stumps existing on the County ROW will be transported to a County approved DMS or a County approved Final Disposal Site in accordance with all federal, state, and local rules and regulations. Eligible Hazardous Stumps 2 feet or less in diameter measured 2 feet from the base of the tree will be considered normal eligible vegetative debris and removed in accordance with Scope of Services, 2-7.2. The diameter of eligible Hazardous Stumps less than 2 feet will be converted into a cubic yardage volume based on the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table) and removed under the terms and conditions Scope of Services, 2-7.2.

a. Eligible Hazardous Stumps will be identified by the County or its authorized representative for removal. Removal and transportation of eligible Hazardous Stumps existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Vendor, in writing, by the County Debris Manager. Refer to the definition of Hazardous Stump at 2-6(aa) for eligibility requirements.

b. Tree stumps that are not attached to the ground will be considered normal vegetative debris and are subject to removal under the terms and conditions of Scope of Services, Item 2-7.2. Stumps with less than fifty percent (50%) of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and conditions of Scope of Services, Item 2-7.2. The

cubic yard volume of unattached stumps will be based off of the diameter conversion using the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table).

c. Eligible Hazardous Stumps will be marked and uniquely numbered with green paint. Ineligible stumps will be marked with red paint.

d. The unit stump price shall be all inclusive to include but not limited to: stump extraction, stump cavity filling with compacted soils and installation of seed and/or sod, stump hauling, stump reduction, and disposal.

2-7.11 DOCUMENTATION REQUIREMENTS FOR HANGERS, HAZARDOUS TREES, AND HAZARDOUS STUMPS

The Vendor must provide all of the following documentation to support the eligibility of removing tree limbs, branches, stumps, or trees that are still in place:

a. Specifics of the immediate threat with the U.S. National Grid (USNG) location and photograph or video documentation that establishes the item is on public property;

b. Diameter of each item removed (measurement must be 2 feet up the trunk from the ground for stumps and 4.5 feet up for trees);

c. Quantity of material to fill root-ball holes; and

e. Equipment used to perform the work.

f. For Hazardous Stump, the Hazardous Stump Worksheet provided by the monitoring firm(s) will be completed in full for each stump, capturing the following information: (1) Names and signatures of parties present; (2) Physical location (street address, road cross streets, etc.); (3) stump number; (4) size of stump; (5) date.

2-7.12 ROW WHITE GOODS DEBRIS REMOVAL

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the collection of white goods from the ROW, removal of refrigerants, transportation to a County approved DMS, decontamination, and transportation to a County approved Solid Waste Management Facility (SWMF). White goods containing refrigerants must first have such refrigerants removed by the Vendor's qualified technicians prior to mechanical loading.

White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants or oils are not damaged.

White goods are banned from landfill disposal in the State of Florida, yet but are accepted for recycling.

a. The removal, transportation, and recycling of eligible white goods includes obtaining all necessary local, state, and federal handling permits and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies.

b. All white goods containing food items shall be decontaminated in accordance with local, state, and federal law prior to recycling.

c. The Vendor shall recycle all eligible white goods in accordance with all rules and regulations of local, State, and federal regulatory agencies.

d. Refrigerant containing items will have such refrigerants removed prior to mechanical loading or will be manually loaded and hauled to a St. Lucie County approved Solid Waste Management Facility and turned over to the facility to ensure that these gases are properly removed and stored. No white goods will be accepted that contain food or other waste.

2-7.13 HOUSEHOLD HAZARDOUS WASTE (HHW) REMOVAL, TRANSPORT, AND DISPOSAL

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal, transportation, and disposal of eligible HHW from the ROW to a permitted hazardous waste facility or municipal solid waste (MSW) type I landfill, as requested by the County.

The removal, transportation, and disposal of eligible HHW includes obtaining all necessary local, state, and federal handling permits, and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies.

All HHW shall be managed as hazardous waste and disposed of at a permitted hazardous waste facility or MSW type I landfill.

2-7.14 E-WASTE REMOVAL

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal, transportation, and proper disposal of eligible E-Waste from the ROW to a St. Lucie County approved SWMF. Eligible E-Waste includes, but is not limited to, televisions, computers, computer monitors, and microwaves in areas identified and approved

by the County. The Vendor shall recycle or dispose of all eligible E-Waste Items in accordance with all rules and regulations of local, state and federal regulatory agencies.

2-7.15 ABANDONED VEHICLE AND VESSEL REMOVAL

Services performed under this Contract element will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal and transport of eligible land based abandoned vehicles and vessels in areas identified and approved by the County. The removed eligible vehicles and vessels will be hauled to a County approved staging area and subsequently disposed of by the appropriate regulatory agency.

The removal, transportation and disposal of eligible abandoned vehicles and vessels includes obtaining all necessary local, state and federal handling permits, and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

2-7.16 DEAD ANIMAL CARCASSES

Services performed under this Section will be compensated using Schedule 2 – Unit Rate Price Schedule.

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal, transportation, and lawful disposal of dead animal carcasses from the ROW to a County approved Final Disposal Site. Vendor shall coordinate activities with the St. Lucie County Code Enforcement Services Division and the St. Lucie County Health Department.

2-7.17 OTHER DEBRIS REMOVAL WORK

Neither the Vendor nor any subcontractors hired by the Vendor shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The County reserves the right to require the Vendor to dismiss or remove from the project any workers as the County sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

2-7.18 PRE-EVENT COORDINATION MEETING

The successful Vendor(s) may be required, if requested by the County, to attend an annual pre-hurricane season kickoff meeting with the County and its debris monitoring firm(s) at no cost to the County.

2-7.19 DESCRIPTION OF DESIGNATED AREAS

a. The designated area for debris removal (the County right-of-way) is bounded by the County line and includes public property and Right-of-Ways (ROW), County parks and County debris staging areas within the unincorporated areas of the County and may include private segments within the jurisdictional boundaries of the County. The County Debris Manager may also authorize the Vendor to perform debris removal on non-County maintained roadways or other areas, as directed in writing by the County Debris Manager. If the Vendor is authorized to perform services on non-County maintained roadways or other areas that may not be eligible for reimbursement said load tickets, unit rate tickets, or haul-out tickets must be clearly marked "non-eligible". If tasked with debris removal on Federal Highway Administration (FHWA) Emergency Relief (ER) Program eligible roadways, the Vendor will be required to provide crews separate from those providing County ROW debris removal services. The crews designated to provide debris removal from FHWA-ER eligible roadways will only make one pass to collect debris from FHWA-ER eligible roadways. Further, the Vendor shall abide by all eligibility requirements and guidance set forth by the most current guidance from FHWA for debris removal on FHWA-ER Program eligible roadways. Effective October 1, 2012 FHWA-ER will no longer be responsible for debris removal from FHWA-ER road segments that are eligible under the FEMA Public Assistance Program.

b. The County Debris Manager will authorize and approve which services the Vendor shall provide from the scope of services and which zones/areas must be prioritized.

c. All debris identified by the County Debris Manager shall be removed. The number of complete passes the Vendor shall conduct through the County is at the discretion of the County Debris Manager. Partial removal of debris piles is strictly prohibited. The Vendor shall not move from one designated work area to another designated work area without prior approval from the County or its authorized representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Vendor shall not enter onto private property during the performance of this contract unless specifically authorized by the County Debris Manager in writing.

d. For first pass loose leaves and small debris in excess of two bushel baskets shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than twelve (12) inches in any dimension shall be left at the point of collection.

e. For subsequent and/or final pass loose leaves and small debris in excess of one-bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left at the point of collection.

f. Vendor shall deliver all disaster related debris to a County approved Debris Management Site (DMS) or County approved Final Disposal Site that has been approved to receive disaster-generated debris and adhere to all local, state, and federal regulations.

g. All Final Disposal Sites must be approved, in writing, by the County Debris Manager. The Vendor will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state, and federal safety and environmental standards. Vendor reduction, handling, disposal and remediation methods must be approved, in writing, by the County Debris Manager.

h. Payment for disposal costs such as tipping fees incurred by the Vendor at a County approved Final Disposal Site that meet local, state, and federal regulations for disposal will be reimbursed by the County as a pass through cost. Prior to reimbursement by the County, the Vendor must furnish an invoice in hard copy and electronic format matching scale/weigh tickets numbers with load ticket or haul-out ticket numbers and other applicable information. The Vendor will also be required to provide proof of Vendor payment to the County approved Final Disposal Site.

i. The Vendor shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state, and federal governments or agencies, or of any public utilities.

j. The County reserves the right to inspect the DMS, verify quantities, and review operations at any time.

2-7.20 DEBRIS MANAGEMENT SITES (DMS)

The County shall provide predetermined locations to support the event in which the contract is activated. The County shall provide the vendor with an updated list of those locations annually. Depending on the incident in which the contract is activated the County may provide the Vendor with a minimum of 2 DMS locations.
The Debris Management Sites are as follows:

Location	Acreage	Waste Type	GPS Entrance Location
Airport Commerce Park	145	Yard Trash, C&D, Mixed Debris	Lat. 27°29'53.69" Long. 80°23'53.97"
Indian River Estates	2	Yard Trash	Lat. 27°21'07.34" Long. 80°19'32.43"
Savannas Recreation Area	1.5	Yard Trash	Lat. 27°22'53.16" Long. 80°18'19.70"
SLC Fairgrounds	22	Yard Trash, C&D, Mixed Debris	Lat. 27°22'22.89" Long. 80°29'20.59"
Indrio Road Staging Site	200	Yard Trash, C&D, Mixed Debris	Lat. 27°31'14.49" Long. 80°22'19.53"

The County will assign specific DMS to specific Vendor(s) for their sole use. Designated DMS may be a portion of the overall DMS but shall remain the sole responsibility of the assigned Vendor. If additional DMS locations are needed for the operation, the County shall provide an approved list of alternate DMS locations. The list will include all necessary site information to allow the Vendor, with assistance from the County, to submit to FDEP for approval. If the County establishes any additional DMS, a copy of the agreement showing indemnification of the County for the use and proposed restoration plan of the additional sites, shall be provided to the County. In addition, the Vendor shall execute a hold harmless agreement for each additional established DMS that is not identified within the awarded contract. The hold harmless agreement must be approved by the County prior to execution.

Prior to the use of any DMS, analysis of both groundwater and soil will be required by the Vendor to establish pre-use conditions (post remediation site sampling may also be required of the Vendor). Groundwater and soil sampling/analysis must be conducted by an independent Geotechnical Engineer or Geologist and will be performed on behalf of the County at the expense of the Vendor(s). The results of such testing shall be sent directly from the professional to the County. The Vendor shall be required to provide the County with site photographs for each DMS. The photographs will include pre-use, operational, and post site remediation photographs to document site conditions.

The cost associated with preparing, operating, and site remediation of land used as DMS in the County is a cost borne by the Vendor and compensated based on the Vendor's bid for site management and reduction of debris.

The County may also establish designated Residential Convenience Centers (residential drop-off sites). If this should occur, the County may at its option request the Vendor to be responsible for removing all disaster related debris from those sites. Depending on the volume of debris at a Residential Convenience Center, the Vendor may be required to push material to make room for additional debris.

The Vendor's Operations Manager will assign a Foreman to the (each) DMS, who will be responsible for the management of all operations of the site, including traffic control, dumping operations, segregation of debris, grinding, fire protection, and safety. The DMS Foreman will be responsible for monitoring and documenting equipment and labor time and providing the daily operational report to the Vendor's Operation Manager, who will in turn provide this information to the County's Debris Monitoring Consultant. These daily reports must meet the requirements of FEMA, FHWA, or Other Federal Agencies, and other reimbursement and regulatory governmental agencies.

The Vendor will be responsible for returning all utilized DMS to their original condition prior to site use. DMS remediation will include, but is not limited to, returning the original site grade, fill dirt, base material, sod, and other physical features. DMS site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDEP. All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use.

2-8 TECHNICAL SPECIFICATIONS

2-8.1 TERMINATION FOR CONVENIENCE

The County reserves the right to terminate the contract with the Vendor(s) at any time and for any reason. This shall supersede the general provisions.

2-8.2 NOTICE TO PROCEED

The County will issue an official Notice to Proceed for the services referenced in this RFP and resulting contract. The Notice to Proceed shall be sent via facsimile or email and followed by regular mail. Under no circumstances shall the County be liable for any services rendered unless the written Notice to Proceed has been sent and received by the Vendors(s). The Vendor(s) must acknowledge receipt of the written Notice to Proceed.

2-8.3 CHANGES IN SCOPE OF WORK

The County Administrator or his designee may request changes in the scope of work to be performed. Such changes, including increase or decrease in compensation must be mutually agreed upon and incorporated by written amendment to the agreement.

2-8.4 SAFETY

The Vendor(s) shall be solely responsible for maintaining safety at all work sites including DMS(s) and debris collection sites. The Vendor(s) shall take all reasonable steps to ensure safety for both workers and visitors to DMS(s) and debris collection sites. Safety at DMS(s) and debris collection sites includes traffic control such as traffic cones and flag personnel. The Vendor(s) will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract.

2-8.5 ON-SITE PROJECT MANAGER

The Vendor(s) shall provide an on-site project manager to the County. The project manager shall provide a telephone number to the County with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the County Debris Manager and/or County authorized representatives Daily meeting topics will include, but are not limited to, volume of debris collected, completion progress, County coordination, and damage repairs. Frequency of meetings may be adjusted by the County Debris Manager. The Vendor(s)' project manager must be available 24 hours a day, or as required by the County Debris Manager.

2-8.6 SUPERINTENDENT SHALL BE SUPPLIED BY THE VENDOR

The Vendor shall employ a competent superintendent who shall be in attendance at all times at the project site during the progress of the work. The term "competent" includes an ability to be able to clearly communicate, orally and in writing, in English. The superintendent shall be the primary representative under this contract for the vendor. All authorized communications given to the superintendent by the County, and all contract-related decisions made by the superintendent, shall be binding to the Vendor. The superintendent shall be considered to be, at all times, an employee of the Vendor under its sole direction and not an employee or agent of the County.

2-8.7 EQUIPMENT

a. All trucks and other equipment must be in compliance with all applicable local, state, and federal rules and regulations. Any truck used to haul debris must be capable of rapidly unloading its contents without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.

b. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2 inch by 6 inch boards or greater and not to extend more than 2 feet above the metal bedsides. Trucks or equipment certified with sideboards must maintain such sideboards and keep them in good repair. In order to ensure compliance, equipment will be inspected by the County's authorized representatives prior to its use by the Vendor(s). The County or its authorized representative may also perform periodic re-inspection of vehicles to verify the certified capacity.

c. Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place so as to prevent them from falling off. Measures must be taken to avoid the debris blowing out of the hauling vehicle during transport to a County approved DMS or a County approved Final Disposal Site. If falling debris from hauling vehicles presents an issue the County reserves the right to require the contractor to "tarp" or cover debris when hauling.

d. Trucks or equipment designated for use under this contract shall not be used for any other work. The Vendor(s) shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Vendor(s) mix debris hauled for others with debris hauled under this contract. Failure to abide may result in a suspension of the violating truck, crew, or sub-contractor.

e. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the County Debris Manager.

f. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the County Debris Manager, following the event. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.

2-8.8 TRAFFIC CONTROL

The Vendor(s) shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Vendor(s) is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites. The Vendor(s) shall provide sufficient signing, flagging, and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state, and federal

laws, regulations, and ordinances governing personnel, equipment, and work place safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Vendor(s). No further work shall take place until the deficiency is corrected. Neither the County Debris Manager nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected. The expense incurred by the Vendor for traffic control is an overhead expense contemplated as part of the Vendor's compensation under the terms and conditions of scope of services.

Traffic control will conform to FDOT's most current editions of "Roadway and Traffic Design Standards" for Design, Construction, and Maintained Systems and the Federal Highway Administration (FHWA) "Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways." These documents can be ordered from F.D.O.T, Maps and Publications Department, 605 Suwannee Street, Tallahassee, Florida, 32399-0450, Phone (904) 488-9220. The foregoing requirements are to be considered as minimum and the Vendor's compliance shall in no way relieve the Vendor of final responsibility for providing adequate traffic control devices for the protection of the public and Vendor's employees throughout the work area.

2-8.9 RAPID RESPONSE CREW

Vendor(s) shall be required to provide the County with access to one or more Rapid Response Crews (RRC) as directed by the County. The purpose of the RRC is to respond immediately to disaster related debris piles as directed by the County Debris Manager or the County's authorized representative. The RRC assists in the overall cleanup effort by responding to and collecting disaster related debris which the County deems a priority for overall County recovery.

2-8.10 HAZARDOUS MATERIALS AND HOUSEHOLD HAZARDOUS WASTE

The Vendors(s) shall set aside and reasonably protect any hazardous materials encountered during debris removal operations for collection and disposal by the County's Hazardous Materials Removal and Disposal contractor(s). The Vendor(s) shall notify the County's monitoring firm(s) of the nature and location of any such debris encountered.

The Vendor(s) and personnel must make every reasonable effort to avoid transporting hazardous materials to the DMS(s) or final disposal sites that are not specifically authorized to accept such materials. Should these materials be inadvertently transported to the aforementioned locations, the Vendor(s) shall be responsible for proper handling and storage of any hazardous materials brought by his/her workforce. The Vendor(s) shall provide a suitable area at each DMS to accommodate all hazardous materials inadvertently brought to the site.

The County or County's Hazardous Materials Removal and Disposal contractor will provide for routine service to collect and dispose of any materials inadvertently delivered to the DMS during removal operations.

2-8.11 WORK HOURS

The Vendor(s) shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed 7 days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the County and the Vendor(s). Unless otherwise directed, the Vendor must be capable of conducting volumetric reduction operations at DMS locations on a 24 hour, 7 days a week basis. No work will be performed on recognized County holidays without prior approval of the County Debris Manager.

2-8.12 TIME OF COMPLETION

The services shall commence upon written notice to proceed from the County manager or his designee, and the project shall be completed in accordance with the project schedule.

2-8.13 LIQUIDATED DAMAGES

Should the Vendor fail to complete requirements set forth in this scope of work, the County will suffer damage. The amount of damage suffered by the County is difficult, if not impossible to determine at this time. Therefore, the Vendor shall pay the County, as liquidated damages, the following:

a. The Vendor shall pay the County, as liquidated damages, $1,000.00 per calendar day of delay to mobilize in the County with the resources required to begin debris removal operations, within 72 hours of being issued Notice to Proceed.

b. The Vendor shall pay the County, as liquidated damages, $500.00 per load of disaster debris collected in the County that is not disposed of at a County approved DMS or County approved Final Disposal Site and/or any associated fines levied by a third party. Application of liquidated damaged does not release the Vendor of all liability associated with hauling and depositing material to an unauthorized location.

c. The Vendor shall pay the County, as liquidated damages, $500.00 per incident where the Vendor fails to repair damages that are caused by the Vendor or subcontractor(s). Application of liquidated damages does not release the Vendor from the responsibility of resolving or repairing damages.

The amounts specified above are mutually agreed upon as reasonable and proper amount of damage the County should suffer by failure of the Vendor to complete requirements set forth in the scope of work.

2-8.14 DAMAGES

All items damaged as a result of Vendor(s) or subcontractor operations, such as but not limited to, sidewalks, curbs, pipes, drains, water mains, pavement, mail boxes, and turf shall be either

repaired or replaced by the Vendor, at their expense, in a manner prescribed by and at the sole satisfaction of the County Debris Manager. Any invoices submitted to the County such as but not limited to, from utility companies, or landowners, which are determined to be the result of damage done by the Vendor, shall be the responsibility of the Vendor. Repairs, or receipt of repairs, shall be completed and submitted to the County prior to submission of the Vendor's invoice for work accomplished. If the Vendor(s) fails to repair any damaged property, the County may have the work performed and charge the Vendor(s).

The Vendor(s) shall be responsible for filling to grade with like material all surface damage, such as rutting and cracks, caused by the Vendor(s)'s equipment during debris removal. The Vendor(s) shall repair all damage to existing grade, road shoulders, trees, shrubs, and grassed areas caused by the Vendor(s)'s equipment or personnel at no additional cost to the County. If the Vendor does damage to a County sign or other property owned by the County, it shall be the responsibility of the Vendor(s) to repair the item back to the original condition. If the repair is not in accordance with County standards, the County shall repair the items and deduct the associated cost from the amount due the Vendor. The Vendor(s) shall preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the area of work.

Complaints will be addressed within 48 hours and a written report submitted to the County Debris Manager outlining actions taken to correct the complaint. The Vendor shall notify the County immediately of any complaints given directly to the Vendor.

Upon written notice from the Vendor that the damage correction work is complete, the County will make a final inspection with the Vendor and will notify the Vendor in writing of any deficiencies in the project. The Vendor will correct all deficiencies before final acceptance and payment is made. If a second re-inspection is required, the County will assess an $80.00r fee to the Vendor. The $80.00 fee will be assessed for every re-inspection after the first re-inspection. The fee is assessed to offset the additional County labor costs and vehicle usage required for unnecessary inspections and the fee will be deducted from the final invoice for that release order.

No retention will be released to the Vendor(s) prior to a satisfactory damage resolution log being completed addressing all complaints and issues. Should the value of retention exceed the amount of possible outstanding damage claims, the Vendor(s) may petition the County in writing for a partial retainage release.

2-8.15 EXISTING UTILITIES

a. Some trees and debris that are to be removed under the awarded contract may be blocked or entangled with overhead power, telephone, and television cables. In this case, it shall be Vendor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e. water and sewer). The Vendor(s) shall pay all such costs to the utility company for any adjustments.

b. The Vendor(s) shall be responsible for all costs incurred to repair damaged utilities that are

caused by the Vendor, as determined by the affected utility company. Payment for repairs to all municipal and privately owned utilities shall be the responsibility of the Vendor(s).

2-8.16 DEBRIS SITE TOWER SPECIFICATIONS

a. The Vendor(s) shall provide as many towers as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of dumping operations. If ingress and egress of a DMS is of significant distance that the County or its authorized representative are unable to verify the entering and exiting trucks, then the Vendor(s) may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of 10 feet from surrounding grade to finish floor level, have a minimum 8 feet by 8 feet of usable floor area, be covered by a roof with 2 feet overhangs on all sides and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up 4 feet on all 4 sides. The expense incurred by the Vendor for the construction of towers is an overhead expense contemplated as part of the Vendor's compensation under the terms and conditions of Scope of Services.

b. Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the County Debris Manager due to unsuitable conditions at the tower.

2-8.17 FACILITIES AT DMS LOCATIONS

The Vendor(s) shall provide as many ADA compliant portable toilets as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of dumping operations. The toilet shall be provided prior to start of any dumping operations and kept in a sanitary condition by the Vendor(s) throughout the duration of dumping operations. The expense incurred by the Vendor(s) for the operation of portable toilets is an overhead expense contemplated as part of the Vendor's compensation under the terms and conditions of Scope of Services.

2-8.18 OWNERSHIP OF DEBRIS

All debris residing in the County ROW and County provided DMS(s) shall be the property of the County until final disposal at a properly permitted disposal site. The Vendor(s) shall be responsible for removal of debris up to the point where debris can only be described as light litter and additional collection can be facilitated only by sweeping and raking. In addition to debris stored on the right-of-way as the result of road clearing, the County will direct residents to place debris in segregated piles along the right-of-way, separated as to the waste category. There may be the need to perform some curbside separation of the different materials. Different waste materials will be collected in separate vehicles and may require disposal at different locations, which will be approved by the County. Any items requiring disposal at special facilities shall be required to be monitored for the collection, complete haul, and delivery at the approved special location with the monitor obtaining an original copy of the disposal ticket showing inbound and outbound collection vehicle weights.

All bagged and bundled waste and debris smaller than 2 inches in diameter and shorter than 2 feet in length are outside the scope of this contract unless specifically directed by the County. Collection of Municipal Solid Waste (MSW) is outside the scope of this contract.

2-8.19 ENVIRONMENTAL PROTECTION

a. It is recognized that construction and demolition debris might contain small amounts of asbestos, lead-based paints, treated wood, or similar materials. The Florida Department of Environmental Protection (FDEP) will issue an Emergency Final Order for the classification and disposition of all disaster related wastes. Based on the mandates of this State agency and other applicable state and federal reimbursement agencies, the determination of the character and disposal of waste streams will be decided. The Vendor(s) shall receive a copy of this letter and together with the Monitoring Firm and County; a final disposal plan will be established.

b. Any and all fluids or chemicals (work-related materials such as oil-dri, absorbents, etc.) used by the Vendor(s) must be used and disposed of in accordance with all rules and regulations of local, state, and federal regulatory agencies.

c. Vendor(s) and subcontractors shall not perform maintenance on over-the-road equipment at DMS(s). Maintenance of equipment that typically remain at the DMS (e.g., track hoes, front end loaders, grinders, etc.) may be conducted at the DMS provided best management practices are followed and all wastes are managed and disposed of in accordance with all rules and regulations of local, state, and federal regulatory agencies.

d. The Vendor(s) shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the County Debris Manager. The Vendor(s) shall comply in a timely manner with all directions of the County Debris Manager regarding the use of a water truck or other approved dust abatement measures.

e. The Vendor(s) shall comply with all laws, rules, regulations, and ordinances regarding environmental protection.

f. The Vendor(s) shall immediately report and document all incidents to the County Debris Manager or the authorized representative that affect the environmental quality of DMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills, or fuel leaks.

g. The Vendor must notify the County regarding any fluid or chemical spillage so that the County or its authorized representative can review and approve of the cleanup.

2-8.20 DOCUMENTATION AND MEASUREMENT

a. Vendor is responsible for ensuring that all labor and equipment used for Emergency Debris Clearance activities is certified and that logs are kept for starting days/times, ending

days/times, and zones, areas, and streets worked.

b. All trucks used for collection and hauling of eligible debris from the County ROW to County approved DMS(s) or County approved Final Disposal Sites shall be measured (inside bed measurements) and certified for cubic yard volume by the County or County-authorized representative. The Vendor shall provide a representative to attest to the certification/measuring process. It is the Vendor's responsibility to verify the accuracy of truck certifications within 48 hours of truck certification (and notify the County of any discrepancies). Placards will be attached to both sides of each certified truck and shall clearly state the truck measurement in cubic yards, Vendor name, assigned truck number, and other pertinent information, as determined by the County Debris Manager. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a new placard by a County authorized representative each time it returns to work from other contracts or communities.

c. The Vendor(s) is responsible for ensuring that all subcontractors maintain valid driver's licenses and equipment legally fit for travel on the road.

d. Load tickets will be provided by the County or its authorized representative for recording volumes of debris removal. Unit rate tickets will be provided by the County or its authorized representative for documenting unit rate services, such as Hangers or Hazardous Tree removal. Only tickets designated and approved by the County will be authorized for use. Tickets must be completed in a clear and legible manner. Tickets that require Vendor signature will have the signature as well as name printed in a legible manner. Illegible Load & Unit Rate tickets will not be paid.

- Each ticket shall be of a type that consists of one original and five copies.

- Each ticket shall be used to document the location the disaster related debris was collected (i.e., street address) and the amount picked up, hauled, reduced and disposed of. Vendor(s) are responsible for ensuring all load and unit rate tickets capture location debris or work was completed, collection/disposal date, disposal location, percentage load call or measurement (either tons or percentage load call), and County authorized representative name and signature. No payment will be made by the County for incomplete and/or illegible load or unit rate tickets submitted for payment.

- Load tickets will be issued by an authorized representative of the County at the collection site. The County authorized representative will complete the applicable portion of the load ticket, and provide all five copies to the vehicle operator. Upon arrival at the DMS or County approved Final Disposal Site, the vehicle operator will present the five copies of the load ticket to the County authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the County authorized representative present at the DMS or County approved Final Disposal Site. The County authorized representative will validate, enter the estimated debris quantity and sign the load ticket. The County will keep the original copy, 2 copies

will be given back to the vehicle operator and the remaining 2 copies will be provided to the Vendor.

- Loads of processed (e.g., chipped) debris being hauled from a DMS to a County approved Final Disposal Site will follow the same load ticket procedures. A County authorized representative will initiate the load ticket at the DMS. Another County authorized representative will validate and sign the ticket at the County approved Final Disposal Site.

- The Vendor(s) shall give written notice of the location for work scheduled 24 hours in advance.

e. Scope of service items that have rates based on one-way haul mileage shall have such mileage based on "as the crow flies" distance. The radius distance from each DMS or final disposal site to the last loading location written on the load or haul-out ticket will be used to determine the mileage rate category. The County shall determine the mileage calculation method that is ultimately used. One-way mileage rates apply to the following sections within the statement of work:

- Section 2-7.2 – ROW Vegetative Debris Removal

- Section 2-7.3 – ROW C&D Debris Removal

- Section 2-7.4 – Demolition, Removal, Transport and Disposal of Non-RACM Structures

- Section 2-7.5 – Demolition, Removal, Transport and Disposal of RACM Structures

- Section 2-7.8 – Haul-out of Reduced Debris to a County Approved Final Disposal Site

2-8.21 PAYMENT

a. The County, or its authorized representative, will monitor, verify, and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Vendor(s) will be provided with copies of this documentation. These documents will be used by the Vendor as backup data for invoice submittals. Work not ticketed or not authorized by the County will not be approved for payment. Additionally, any ticket submitted for payment must be legible and properly completed. Tickets missing loading address, truck number, certified capacity, collection monitor signature, disposal site, load call, or disposal monitor signature will not be paid, nor will the County be responsible for unpaid incomplete tickets.

b. If tasked with private property and FHWA-ER funded roadway debris removal operations, these will be invoiced separately from ROW collection removal operations. The County reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, white goods, or other scope of service items), program (ROW collection, private property debris removal, etc.), or both.

c. Invoices shall be submitted to the County's authorized representative on a bi-weekly basis unless otherwise direct by the County. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the County. Invoice detail submittals will be checked against County records. County records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the County authorized representative to the County for payment.

d. A 10% retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the Vendor(s) must successfully complete, and receive a letter of completion from the County, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the County to repair damages caused by the Vendor(s) to public or private property.

e. No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.

f. The Vendor is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Vendor shall execute release waivers with all subcontractors to release the County from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the County prior to final retainage release.

g. Payment for disposal cost incurred by the Vendor(s) at County approved Final Disposal Sites will be made at the cost incurred by the Vendor. The County will either coordinate payment of disposal costs directly with the Final Disposal Site or require the Vendor to pay the disposal fees and then invoice the County. The Vendor(s) shall submit a copy of all invoice(s) received by the County approved Final Disposal Site, an electronic copy tabulating all scale or load tickets issued by the County approved Final Disposal Site, and proof of Vendor payment to the County approved Final Disposal Site. The County will not render payment for disposal costs until the Vendor submits applicable disposal site permits or site information for each authorized Final Disposal Site.

h. Vendor(s) must submit a final invoice within 30 days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the County Debris Manager. The final invoice must be marked "FINAL INVOICE" and no additional payments will be made after the Vendor's final invoice.

i. In the event any portion of this scope of work is to be funded by State or Federal funds, the Vendor will comply with all requirements of the state or federal government applicable to the use of the funds.

j. The Vendor will retain all records pertaining to the services and the contract for these services and make them available to the County for a period of 7 years following receipt of final payment for the services referenced herein. In the event litigation ensues or the County

challenges a decision by FEMA to disallow or de-obligate costs incurred under the contract, then Vendor shall retain all records hereunder for a period of 7 years after conclusion of the litigation or FEMA dispute, including any and all appeals.

k. Payment shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, and Florida Statues.

2-8.22 FHWA-ER PROGRAM CONTRACT REQUIREMENTS

The County intends to seek reimbursement from FHWA for the eligible debris removal performed on federal aid roads. Consequently, the County mandates compliance from the successful Vendor regarding the following:

a. FHWA Form 1273, titled Standard Federal-aid Provisions. FHWA Form 1273 will be included in the final contract.

b. Buy America Requirements

c. 49 CFR Part 26, Disadvantage Business Enterprise Program

d. American with Disabilities Act of 1990 (ADA)

e. Convict Labor Prohibition

FHWA-ER Program contract requirements are subject to any changes provided by FHWA during the term of the contract. Based on the current guidance, FHWA will only reimburse the County for the initial collection, hauling and tipping fee, if applicable, of eligible debris. Debris reduction operations are not eligible for reimbursement unless the debris is being reduced as part of a rolling pickup operation. As a result, the FHWA-ER eligible debris that is collected during the first pass shall be hauled to the nearest Final Disposal Site unless otherwise directed by the County.

2-8.23 FINAL PROJECT CLOSE OUT

Upon final inspection of the project by the County, the Vendor(s) shall submit a detailed description of all debris management activities, to include the total volume, by type of debris hauled and/or disposed.

Services not specifically identified in any contract derived from this RFP may be added to the contract upon mutual consent of the contracting parties.

2-8.24 DISTRIBUTION OF WORK

The County reserves the right to activate more than one contractor to provide the debris services outlined in this RFP. The County may also revise the distribution of services provided or work areas (such as zones) at any time during the activation of a contract developed though this RFP.

2-8.25 COUNTY'S DEBRIS MONITORING CONSULTANT

Vendor shall be in contact and comply with the County's contracted consultant and representative for the monitoring of debris collection and removal services. The County's contracted consultant and representative shall be a separate contractor, from this solicitation and its award, who will be exclusively contracted for monitoring services. The monitoring consultant shall certify all of the vendor's loads and the safety of the vehicles in which the debris is being removed.

2-9 SUBCONTRACTORS

The County prefers that the Contractor provide all services needed to comply with the RFP. Should a Sub-Contractor be needed, the Primary Contractor will be the sole point of contact and have sole responsibility for all issues. It is the responsibility of the Primary Contractor to ensure that Sub-Contractors needed to be used during the collection and disposal of disaster debris shall comply with the scope of work initiated to support this project.

If the Contractor intends to subcontract any portion of the work covered by this Contract, the Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

2-10 CONTRACT TERMS

The selected Vendor is to provide items and services listed at firm fixed rates on an as needed basis for an initial period of 1 year, renewable for three additional 1 year periods. Both the County and the vendor must mutually agree upon renewals in writing. Rates quoted will be for the first year and will not be changed based on the guidelines outlined in this solicitation.

The awarded contract will contain the required provisions at 2 C.F.R. § 200.326, Appendix II to 2

C.F.R. Part 200, and FEMA guidance, as applicable.

Part III: INSTRUCTION FOR THE PREPARATION OF PROPOSALS AND RESPONSE REQUIREMENTS

The Proposer(s) warrants its response to this Request for Proposals (RFP) to be fully disclosed and correct. The firm must submit a Proposal complying with this RFP, and the information, documents and material submitted in the Proposal must be complete and accurate in all material aspects. All Proposals must contain direct responses to the following questions or requests for information and be organized so that specific questions being responded to are readily identifiable and in the same sequence as outlined below.

Proposers are advised to carefully follow the instructions listed below in order to be considered fully responsive to this RFP. Proposers are further advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Proposer. Failure to provide requested information may result in disqualification of response.

The Proposal shall cover in as much detail as possible the requirements of the solicitation, subject to modification and enhancements as a result of information gained during the consultant selection process.

The Proposal must be submitted on 8½"x11" paper, numbered, typewritten, with headings, sections, and sub-sections identified appropriately. The Proposal shall be clear and concise and provide the information requested herein. Statements submitted without the required information will not be considered. Proposals shall be organized and sections tabbed. The Proposer should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each Proposer must submit adequate documentation to certify the Proposer's compliance with the County's requirements. Proposers should focus specifically on the information requested. Additional information, unless specifically relevant, may distract rather than add to the Proposer's overall evaluation.

The following information, at a minimum, shall be included in the Proposal:

A. COVER PAGE

Statement of Qualifications Introductory letter: This letter's no more than two pages will summarize in a brief and concise manner the proposer's understanding of the RFP, the County's objective, the proposer's acceptance of conditions and any exceptions to the general terms and conditions of the RFP and to insurance requirements and any other requirements listed in the RFP. The letter should name all of the persons authorized to make presentations for the Offeror, including the titles, addresses, and telephone numbers. The Letter shall be signed by a representative who is authorized to contractually bind the Contractor. If proposal is signed by

someone other than President, Vice President, Treasurer, a copy of your Corporate By-Laws, or a letter signed by a corporate officer must be included.

B. TABBED SECTIONS

TAB 1 REQUIRED FORMS

The following forms are required with Proposer's submittal. Proposals not including the following forms will be rejected and considered non-responsive. Forms can be downloaded in the Required Submittal Packet attached to the solicitation documents.

- Form #1 Proposer Information and Authorized Signature
- Form #2 Non-Collusion Affidavit
- Form #3 Corporate Resolution
- Form #4 Confirmation of Drug-Free Workplace
- Form #5 Public Entity Crime Affidavit
- Form #6 Hold Harmless and Indemnity Agreement
- Form #7 Certification Regarding Debarment & Suspension
- Form #8 Anti-Lobbying Certification
- Form #9 Price Schedules 1 (Hourly) and 2 (Unit Rate)
- Addenda Any and all issued addenda regarding this solicitation, signed and dated, if applicable

TAB 2 EXECUTIVE SUMMARY

This section shall include a summary of your organization, including its history. Indicate the number of years Proposer has had in providing these services. Provide any additional information which will present evaluators with insight about the qualifications, fitness, and abilities of Proposer. This section shall also include a list of all judgments from lawsuits in the last 3 years and current pending lawsuits that are concerned directly with the staff or part of your organization proposed for the contract. Please include a current copy of your State of Florida Corporate Registration. If a Proposer is a corporation, it must be certified with the Florida Secretary of State and have a corporate status in good standing, and in the case of out-of-state corporation, they must present evidence of authority to do business in the State of Florida.

TAB 3 PROPOSER EXPERIENCE AND QUALIFICATIONS

List the names and titles of principals, management, trainers, staff, and personnel who will be assigned to this contract. Include resumes or summary of experience of these persons as an Appendix to the Proposal. The Proposer shall also provide information on services provided in past emergency incidents with other governments, cities of similar size, businesses, corporations, or other entities within the last ten (10) years to demonstrate how its experience makes it qualified for this project. Please include the names of the entities, the length and the magnitude of the incidents that occurred within your Proposal.

TAB 4 REFERENCES

Provide at least 5 references which the Proposer has provided the same or similar services for the same type during the past 10 years and who can attest to the Proposer's ability to perform at or above the current level of expectations set within the scope of work.

Each reference shall include, at a minimum:

- Name and full address of reference organization;
- Name of Contact person for contract;
- Telephone number(s);
- Date of initiation of contract with reference; and
- Brief summary of services provided.

TAB 5 EXISTING CONTRACTUAL OBLIGATIONS

The Respondent shall provide information on any established or currently ongoing contracts with other Governments, cities of similar size, businesses, corporations or other entities. Please include the names of the entities, the lengths of the contract and their expiration dates.

TAB 6 METHODOLOGY, TECHNICAL PLAN, AND APPROACH

Proposer shall describe the methodology, technical plan, and approach they will take to accomplish the work described herein and provide the solution that best suits the County's needs. The Proposer shall provide an overview of how they will work with the County to provide the solution proposed and required services. This refers to the exact type and nature of the Proposer's proposed services and how they accomplish the objectives and needs of the County, as well as the ability to comply with the County's needs for a service provider that is experienced, educated, knowledgeable, and capable of complying and adhering with Federal reimbursement programs. The proposer shall establish a clear demonstration and understanding of the work to be performed with a complete and reasonable plan/proposal for accomplishing the tasks. This shall include the

technical plan being proposed, the equipment being used, the number of personnel being used, and justification for the total time frame to complete the scope of work. Information shall include, but not be limited to the following:

a. Provide and describe a general description of the type of solution and all available processes within the solution proposed.

b. Explain the approach plan to support the needs and objectives of the Scope of Services established within this RFP.

c. Illustrate and describe the ability to provide a quick and rapid response to an incident; including the actual time to respond and provide a fully implemented and operational system prior to an incident or on an emergency on call basis.

d. Illustrate and describe the ability to provide project management and administrative resources.

e. Illustrate and describe the ability to provide collection and disposal of debris and the parameters within that service at all locations.

f. Provide and describe a staffing plan.

g. Illustrate and describe abilities to provide any other related or additional services applicable or related to this type of service.

TAB 7 COST PROPOSAL

This section shall be submitted by utilizing the Cost Proposal form (Form # 11) in the Required Forms Packet. No additional forms will be accepted or submittals that state "see attached". It is the Proposer's responsibility to provide a full disclosure of the pricing requested and all costs associated with a fully implemented and developed solution within this tab.

Schedule 1 shall include hourly rates and the grand total for the following 3 categories. These are identified as:

1. Equipment types w/ operator

2. Labor

3. Crew

Schedule 2 shall include unit rates and the grand total for the following 15 categories. These are identified as:

1. Vegetative Debris Removal (based on section 2-7.2)

2. C&D Debris Removal (based on section 2-7.3)

3. Demolition, Removal, Transport and Disposal of Non-RACM Structures (based on section 2-7.4)

4. Demolition, Removal, Transport and Disposal of RACM Structures (based on section 2-7.5)

5. DMS Operation and Reduction Through Grinding (based on section 2-7.6)

6. DMS Management and Reduction by Air Curtain Incineration (based on section 2-7.7)

7. Haul-Out of Reduced Debris to a County Approved Final Disposal Site (based on section 2-7.8)

8. Removal of Hazardous Trees and Hangers (based on section 2-7.9)

9. Removal of Hazardous Stumps (based on section 2-7.10)

10. ROW White Goods Debris Removal (based on section 2-7.12)

11. Household Hazardous Waste Removal, Transport and Disposal (based on section 2-7.13)

12. E-Waste Removal (based on section 2-7.14)

13. Abandoned Vehicle Removal (based on section 2-7.15)

14. Abandoned Vessel Removal (based on section 2-7.15)

15. Dead Animal Carcasses (based on section 2-7.16)

All fees submitted shall be associated with the fully operational solution during an emergency scenario. Pricing shall include materials, labor, set up fees, training fees, start-up fees, mobilization, demobilization, travel related expenses, meal allowances, hotel rooms, and any charges or other relevant out of pocket expenses associated with the services required within this solicitation. Pricing not within the requested schedules shall be the responsibility of the Proposer to provide these services or purchase these materials.

PART IV: SELECTION CRITERIA AND EVALUATION METHOD

4-1 GENERAL

The County shall be the sole judge of its own best interests, the proposal, and the resulting negotiated agreement. The County reserves the right to investigate the financial capability, reputation, integrity, skill, business experience, and quality of performance under similar operations of each Proposer, including stockholders and principals before making an award. Awards, if any, will be based on both an objective and subjective comparison of Proposals and Proposers. The County's decisions will be final.

The County shall evaluate the merit of the proposal based on the best value criteria listed herein. The sole objective of this evaluation is to select the vendor whose proposal is most responsive and the best value to the County's needs for a contractor to perform Emergency Debris Collection and Removal Services.

The County reserves the right to request additional information or to meet with vendors to discuss points in the Proposal before and after submission, any and all of which may be used in forming a recommendation. This is to include demonstrations of vendor's solutions.

The County reserves the right to reject any and all proposals that fail to meet the requirements of this RFP or which the County determines will not meet its needs. The County may reject the proposal of a vendor who is not, in the opinion of the County, in a position to satisfactorily perform the contract. The County reserves the right to reject any proposal if the evidence submitted by, or investigation of, such vendor fails to satisfy that such vendor is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

The County reserves the right to accept or reject in part or in whole any proposal submitted, and to waive any technicalities or informalities for the best interest of the County. The County reserves the right to award based upon individual line items, sections, or total proposal. The County may also accept or reject any of the alternates that may be set forth in a proposal.

4-2 MINIMUM QUALIFICATIONS AND EXPERIENCE

The County is seeking proposals from vendors who are have past, proven, and positive experiences in projects of similar and same size of scope of work. Proposals shall be accepted from vendors who meet the following minimum criteria, evaluated on a pass/fail basis. The Proposer shall:

- Have at least 5 years' experience in providing services for emergency debris collection and disposal services in an emergency scenario or environment.
- Be licensed to conduct business in the State of Florida.
- Provide a copy of the its audited financial statements for the previous two years and proof of its credit rating.
- Provide an organizational chart showing its ownership structure and resumes of experienced key personnel.

Proposals that do not meet these minimum qualifications will be rejected without the further evaluation outlined in Section 4-3.

4-3 EVALUATION METHOD AND SCORING CRITERIA

A Selection Committee will be appointed by the County Administrator and will be responsible for reviewing and evaluating Proposals, selecting the firm(s) that provides the best value to the County, and then negotiating a contract. The Proposers with the highest-ranked submittals may

be asked to make a detailed presentation of their product / service to the Selection Committee.

All Proposers are advised that in the event of receipt of an adequate number of Proposals which in the opinion of the Evaluation committee require no clarification and/or supplementary information, such Proposals may be evaluated without discussion. Hence, proposals should be initially submitted on the most complete and favorable terms which Proposers are capable of offering to the County.

In general, the County wishes to avoid the expense to the County and to proposers of unnecessary presentations. Therefore, the County shall make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) may request the Purchasing Manager to schedule the top ranked firm(s) for presentations or interviews.

The County may choose to conduct oral interviews with, or receive oral presentations from, one or more of the proposers. If the County chooses to allow oral interviews and/or presentations, such interviews or oral presentations will be open to the public. If oral presentations or interviews are held, the following guidelines will be used.

The Purchasing Manager shall establish the schedule and Proposers will be notified at least 7 calendar days in advance of the date, time and place of the presentations. The specific format of each presentation will be provided to Proposers with the notifications. The County shall allot equal time for each Proposer divided into three sequential parts: formal presentations, questions/answers, and discussion. Oral presentations will provide an opportunity for the Proposers to demonstrate their ability to use time efficiently, effectively, and economically. The times allotted are maximums and no firm will be penalized for using less than the allotted time.

After presentations, firms will be assigned a final score, with the highest ranked firm moving forward to the negotiation phase. The Selection Committee shall rank all complete written proposals and/or formal oral presentations/interviews in order of preference (scoring) and submit this final ranking as its final recommendation. No work for this project shall proceed without written authorization from the County.

The County reserves the right to enter into contract negotiations with the selected Proposer. If the County and the selected Proposer cannot negotiate a successful contract, the County may terminate such negotiations and begin negotiations with the next selected Proposer. No Proposer shall have any rights against the County arising from such negotiations.

Proposal packages will be reviewed and evaluated in accordance with the following criteria and weighting factors:

4-3.1 COMPLIANCE WITH REQUEST FOR PROPOSALS / TAB 1 (0 - 10 POINTS)

This refers to the adherence by the Proposer and the submittal of all required forms, samples and requests within the proposal and all conditions and requirements of this RFP.

4-3.2 RESPONDENTS EXPERIENCE, QUALIFICATIONS, EXISTING CONTRACTS, AND REFERENCES / TABS 2, 3, 4, AND 5 (0 - 30 POINTS)

Offeror's capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, and reliability which will assure good faith performance, as well as satisfactory reference verification. This criteria includes:

a. The experience of the firm and its record on engagements of a similar nature, including the ability to serve in a similar capacity for other units of government or organizations.

b. The character, integrity, reputation, judgment, experience, and efficiency of the Proposer.

c. Personnel to be assigned to the project, and their education, capabilities, qualifications and experience with similar projects.

d. Reference information gathered from other entities regarding the past experience of the firm; and

e. Strength of the other information required in Tabs 2, 3, 4, and 5.

4-3.3 METHODOLOGY, TECHNICAL PLAN, AND APPROACH / TAB 6 (0 - 30 POINTS)

This refers to the exact type and nature of the Proposer's proposed services and how it plans to accomplish the objectives of the project, as well as the ability to rapidly respond to the County's needs. The Proposer must demonstrate a clear understanding of the work to be performed with a complete and reasonable plan/proposal for accomplishing the tasks. Technical evaluations will be based upon the ability of the proposer to meet or exceed the requirements set forth in the specifications. Estimates concerning the ability of the proposer to perform accordingly shall be made by the County.

a. The ability, capacity, skill and organization of the proposer to perform as proposed.

b. The completeness, reasonableness, and efficiency of the proposed solution, including project management, administrative, and staffing plans.

c. The ability of the Proposer to respond rapidly to the County's needs.

d. Any other value added elements of the Proposal as deemed relevant by the County.

4-3.4 COST PROPOSAL / TAB 7 (0 – 30 POINTS)

This refers to the proposed rates of the Proposer. Please note that price is only one factor for consideration of award. The County reserves the right to award the contract to other than the lowest priced offeror.

Part V: Required Forms Packet

The following eleven (11) forms are required and are to be filled out completely and submitted with your proposal as per Section 4 (Instructions for the Preparation of Proposals and Response Requirements). All applicable forms shall be submitted as required by the solicitation documents.

FORM #1 PROPOSER INFORMATION AND AUTHORIZED SIGNATURE

Proposer (Company) Name: _____

F.E.I.N. or Social Security Number: _____

Mailing Address: _____

City, State, Zip: _____

Telephone Number: _____ Fax Number: _____

E-mail Address _____

Type of Entity: ❑ Corporation ❑ Partnership ❑ Proprietorship ❑ Joint Venture ❑ Other

State of Incorporation: _____ Year of Incorporation: _____

This Proposal is hereby submitted by the above-named entity ("Proposer") to St. Lucie County, Florida 20-033 for Emergency Debris Removal Services ("RFP"), having examined the solicitation and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies; and to provide the service in accordance with the terms and specifications set forth in the RFP at the prices provided in this Proposal. The prices in this Proposal will remain firm for a period of up to 90 days in order to allow the County adequate time to evaluate the Proposal. These prices are to cover all expenses incurred in performing the work required under the awarded contract, of which this RFP and Proposal is a part.

Proposer accepts all of the terms and conditions of the RFP. Proposer understands that a background investigation may be conducted by the County prior to award. Proposer hereby agrees to commence work under contract on or before a date to be specified in a written "Notice to Proceed" of the County.

Proposer has examined and carefully studied the Solicitation Documents and the following addendum receipt of which is hereby acknowledged:

No._____ Dated: _____ No. _____ Dated: _____

No. _____ Dated: _____ No. _____ Dated: _____

Proposer certifies that all information contained in this Proposal is truthful to the best of the undersigned's knowledge and belief. Undersigned certifies that it is duly authorized to submit this Proposal on behalf of the Proposer as its act and deed and that the Proposer is ready, willing, and able to perform if awarded the contract.

Authorized Signature (original, in ink): _____

Type or Printed Name: _____

Title: _____

FORM #2 NON-COLLUSION AFFIDAVIT

STATE OF _____;
COUNTY OF _____;

_____ being first duly sworn, deposes and says that:

1. The undersigned is the _____ (Owner, Partner, Officer, Representative or Agent) of _____ (PROPOSER).

2. PROPOSER is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Bid;

3. Such Proposal is genuine and is not a collusive or sham proposal;

4. Neither the said PROPOSER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other PROPOSER, firm, or person to submit a collusive or sham proposal in connection with the Contract for which the attached Proposal has been submitted; or to refrain from responding to the RFP in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any PROPOSER, firm, or person to fix the price or prices in the attached Proposal or any other PROPOSER, or to fix any overhead, profit, or cost element of the pricing or the pricing of any other proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against COUNTY, or any person interested in the proposed Contract;

5. The price of items quoted in the attached Proposal are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any other of its agents, representatives, owners, employees or parties in interest.

By: _____

Sworn to and subscribed before me on this _____ day of _____, 20____ by _____who ☐ is personally known to me or who ☐ has presented the following type of identification: _____.

Signature of Notary Public, State of Florida	Notary seal (stamped in black ink) OR printed, typed or stamped name of Notary and Commission Number

FORM #3 CORPORATE RESOLUTION

I, _____, Secretary of _____, a Corporation organized and existing under the laws of the State of _____, hereby certify that at a meeting of the Board of Directors of the Corporation duly called and held on _____, 20____ at which a quorum was present and acting throughout, the following resolutions were adopted and are now in full force effect:

RESOLVED that the following individuals of this corporation are authorized to execute on behalf of this corporation, a Proposal to and Agreement with St. Lucie County, Florida for the provision of Emergency Debris Removal Services.

I further certify that the names of the officers of this corporation and any other persons authorized to act under this resolution and their official signatures are as follows:

NAME	TITLE	OFFICIAL SIGNATURE

IN WITNESS THEREOF, I have hereunto subscribed my name as Secretary and affixed the seal of the corporation this _____ day of _____, 20 _____

FORM #4 CONFIRMATION OF DRUG-FREE WORKPLACE

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087 Florida Statutes). In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or Contractual services that are under Bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contenders to, any violation of Chapter 893 Florida Statutes or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after the conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

Signature of Proposer's Authorized Representative

FORM #5 PUBLIC ENTITY CRIME AFFIDAVIT

Any person submitting a quote, bid or proposal in response to this invitation must execute the enclosed form PUR. 7069, SWORN STATEMENT UNDER SECTION 287.133 (3)(A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with his quote, bid or proposal. If you are submitting a quote, bid, or proposal on behalf of dealers or suppliers who will ship commodities and receive payment from the resulting contract, it is your responsibility to see that copy (s) of the form are executed by them and are included in your quote, bid or proposal. Corrections to the form will not be allowed after the quote, bid or proposal opening time and date. Failure to complete this form in every detail and submit it with your quote, bid or proposal may result in immediate disqualification of your bid or proposal.

The 1988 Florida Legislature passed Senate Bill 458 creating Sec. 287, 132-133, Florida Statutes, effective 7-1-89. Sec. 287.132 (3)(d), Florida Statutes requires the Florida Department of General Services to maintain and make available to other political entities a "convicted vendor" list consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. A public entity crime is described by Sec. 287.133, Florida Statute as a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or with an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

By law no public entity shall accept any bid from, award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statute for category two (currently $10,000) with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133 (3)(f), Florida Statute.

The attached statement or affidavit will be the form to be utilized and must be properly signed in the presence of a notary public or other officer authorized to administer oaths and properly executed.

The inclusion of the sworn statement or affidavit shall be submitted concurrently with your bid documents. Non-inclusion of this document may necessitate rejection of your bid.

FORM #5 PUBLIC ENTITY CRIME AFFIDAVIT

SWORN STATEMENT UNDER SECTION 287.133 (3) (A), FLORIDA STATUTES
ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

STATE OF _____;
COUNTY OF _____;

1. This sworn statement is submitted to St. Lucie County, Florida.

2. This sworn statement is submitted by _____ (name of entity submitting sworn statement) whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____.

3. My name is _____ and my relationship to the entity named above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b) Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and

agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133 (1)(e), FLORIDA STATUTES, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

8. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND, (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

FORM #5 PUBLIC ENTITY CRIME AFFIDAVIT

_____

Signature

Sworn to and subscribed before me on this _____ day of _____, 20____ by _____who ☐ is personally known to me or who ☐ has presented the following type of identification: _____.

Signature of Notary Public, State of Florida	Notary seal (stamped in black ink) OR printed, typed or stamped name of Notary and Commission Number

FORM #6 HOLD HARMLESS AND INDEMNITY AGREEMENT

_____, agrees through signing of this document by an authorized party or agent that the Proposer shall indemnify and hold harmless the County and its officers; and employees, from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers and employees may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Proposer and persons employed or utilized by the Proposer in the performance of the awarded contract. The Proposer shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The Proposer expressly understands and agrees that any insurance protection required by the awarded contract or otherwise provided by Proposer shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

_____

Signature of Proposer's Authorized Representative

_____

Date

FORM #7 CERTIFICATION REGARDING DEBARMENT & SUSPENSION

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the CONTRACTOR (referred to herein as the "prospective lower tier participant") is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The

knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AN VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CONTRACTOR Company Name	Contract Number
Name	
Title	
Signature	Date

FORM #8 ANTI-LOBBYING CERTIFICATION

CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____
CONTRACTOR Name

_____
Signature of Contractor's Authorized Official

_____ _____
Name and Title of Contractor's Authorized Official Date

FORM #9 SCHEDULE 1 – HOURLY LABOR, EQUIPMENT, AND MATERIAL PRICE SCHEDULE

Equipment Type with Operator Category	Estimated Hours	Hourly Labor Rate	Total Extended Price
Air Curtain Burner, Self-contained System	350		
50' Bucket Truck	350		
Crash Truck w/impact Attenuator	140		
Dozer, Tracked, D3 or Equivalent	70		
Dozer, Tracked, D4 or Equivalent	140		
Dozer, Tracked, D5 or Equivalent	210		
Dozer, Tracked, D8 or Equivalent	210		
Dump Truck, 16 +/- CY	140		
Dump Truck, 20 +/- CY	210		
Dump Truck, 38 +/- CY	210		
Generator, 5.5 kW, List kW Capacity	140		
Generator, 200 kW, List kW Capacity	140		
Generator, 2,500 kW, List kW Capacity	210		
Light Plant with Fuel and Support	350		
Grader w/12" Blade (Min. 30,000 LB)	70		
Hydraulic Excavator, 1.5 CY	140		
Hydraulic Excavator, 2.5 CY	140		
Knuckleboom Loader	350		
Lowboy Trailer w/Tractor	140		
Mobile Crane up to 15 ton	140		
Pump, 95 HP (minimum 25' intake & 200' discharge to include fuel and support personnel)	70		
Pump, 200 HP (minimum 25' intake & 200' discharge to include fuel and support personnel)	70		
Pump, 650 HP (minimum 25' intake & 200' discharge to include fuel and support personnel)	70		
Vac Truck (Mist Capacity), List capacity	210		

Pickup Truck, I ton	70		
Skid-Steer Loader, 1,500 LB operating capacity (w/utility grapple)	140		
Skid-Steer Loader, 2,500 LB operating capacity (w/utility grapple)	140		
Compact Track Loader, 1,500 LB operating capacity (w/utility grapple)	140		
Compact Track Loader, 2,500 LB operating capacity (w/utility grapple)	140		
Tub Grinder, 800 to 1,000 HP	350		
Hydraulic Excavator, 1.5 CY (w/thumb)	140		
Hydraulic Excavator, 2.5 CY (w/thumb)	140		
Truck, Flatbed	70		
Articulated, Telescoping Scissor Lift for Tower, 15 HP/37 ft. Lift	350		
Water Truck, 2,500 gal (Non-potable, dust control and pavement maintenance)	350		
Wheel Loader, 3 CY, 152 HP	140		
Wheel Loader, 4.0 CY, 200 HP	140		
Wheel Loader, 1.5 CY, 95 HP	210		
Equipment with Operator Grand Total Extended Price:			
Others not listed in labor category – Please list below			

Labor Category	Estimated Hours	Hourly Labor Rate	Total Extended Price
Operations Manager w/cell phone and ½ ton pick-up truck	70		
Crew Foreman w/cell phone and one ton equipment truck w/small tools and miscellaneous supplies in support of crew	140		

Tree Climber/Chainsaw and gear	350		
Laborer w/Chainsaw and gear	350		
Laborer w/small tools, traffic control or flag person	350		
Bonded and Certified Security Personnel	140		
Labor Category Grand Total Extended Price:			
Others not listed in labor category – Please list below			
Crew Category	Estimated Hours	Hourly Labor Rate	Total Extended Price
Wheel Loader, 2.5 CY, 950 or Similar w/operator, Foreman with support vehicle and small equipment, Laborer w/chain saw and 2 laborers w/small tools	350		
Crew Category Grand Total Extended Price:			
Others not listed in crew category – Please list below			
GRAND TOTAL OF SCHEDULE 1 (Total extended price of all 3 Categories)			

FORM #9 SCHEDULE 2 – UNIT RATE PRICE SCHEDULE

References for each category of work are to RFP Scope of Services Items 2-7.2 through 2-7.16. If a vendor elects to "No Bid" individual service offerings, its proposal may be considered non-responsive to the County.

2.7-2. Vegetative Debris Removal -- Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to a County approved debris management site (DMS) or County approved final disposal site.

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	100,000			
16 to 30 Miles	125,000			
31 to 60 Miles	75,000			
Greater than 60 Miles	50,000			

2-7.3. C&D Debris Removal – Work consists of the collection and transportation of eligible C&D on the ROW or public property to a County approved final disposal site.

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	15,000			
16 to 30 Miles	25,000			
31 to 60 Miles	25,000			
Greater than 60 Miles	15,000			

2-7.4. Demolition, Removal, Transport & Disposal of Non-RACM Structures – Work consists of the decommissioning, demolition and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a County approved final disposal site.

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	5,000			
16 to 30 Miles	10,000			

31 to 60 Miles	10,000			
Greater than 60 Miles	5,000			

2-7.5. Demolition, Removal, Transport & Disposal of RACM Structures – Work consists of the decommissioning, demolition and disposal of RACM structures on public or private property and hauling the resulting debris to a County approved final disposal site.

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	5,000			
16 to 30 Miles	10,000			
31 to 60 Miles	10,000			
Greater than 60 Miles	5,000			

2-7.6. DMS Operation and Reduction Through Grinding – Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through grinding. The costs associated with acquiring, preparing, leasing, renting, operating and remediating land used as DMS as reflected in this RFP.

	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
	175,000			

2-7.7. DMS Management & Reduction by Air Curtain Incineration – Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through air curtain incinerators. The costs associated with acquiring, preparing, leasing, renting, operating and remediating land used as DMS as reflected in this RFP.

	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
	175,000			

2-7.8. Haul-out of Reduced Debris to a County Approved Final Disposal Site – Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County approved final disposal site.

FORM #9 SCHEDULE 2 – UNIT RATE PRICE SCHEDULE

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	6,100			
16 to 30 Miles	9,100			
31 to 60 Miles	15,000			
Greater than 60 Miles	30,000			
2-7.9. Removal of Hazardous Trees and Hangers – Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Item 2, Vegetative Debris Removals				
Diameter	Estimated Quantity	$ Per Tree	Total	
6 inch to 12.99 inch diameter	1,500			
13 inch to 24.99 inch diameter	1,000			
25 inch to 36.99 inch diameter	750			
37 inch to 48.99 inch diameter	300			
49 inch to larger diameter	100			
Hanger Removal (per Tree)	3,000			
2-7.10. Removal of Hazardous Stumps – Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to a County Approved DMS. Rate includes removal, backfill of stump hole, reduction and final disposal.				
Diameter	Estimated Quantity	$ Per Stump	Total	
24.1 inch to 36.99 inch diameter	500			
37 inch to 48.99 inch diameter	250			
49 inch and larger diameter				

2-7.12. ROW White Goods Debris Removal – Work consists of the removal of eligible white goods from the ROW to a County approved DMS site or County approved facility for recycling. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible white goods from the County approved DMS to a County approved facility for recycling.

Type of Debris	Estimated Quantity	$ Per Unit	Total	
A/C Units, refrigerators and freezers requiring refrigerant recovery and decontamination	250			
Washers, dryers, stoves, ovens and hot water heaters	500			

2-7.13. Household Hazardous Waste Removal, Transport and Disposal – Work consists of the collection, transportation and disposal of household hazardous waste from the ROW to a County approved permitted hazardous waste facility or MSW type I landfill.

	Estimated Quantity	$ Per Pound	Total	
	10,000			

2-7.14. E-Waste Removal – Work consists of the recovery and disposal of televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.

	Estimated Quantity	$ Per Unit	Total	
	250			

2-7.15. Abandoned Vehicle Removal – Work consists of the removal and transport of eligible abandoned vehicles.

Type of Vehicle	Estimated Quantity	$ Per Unit	Total	
Passenger Car	50			
Single Axle	25			

Double Axle	25			
2-7.15. Abandoned Vessel Removal – Works consists of the removal and transport of eligible abandoned vessels.				
Length of Vessel	Estimated Quantity	$ Per Unit	Total	
Vessels less than 20 linear feet	75			
Vessels 21 linear feet or greater	50			
2-7.16. Dead Animal Carcasses – Work consists of the recovery and disposal of dead animal carcasses.				
	Estimated Quantity	$ Per Pound	Total	
	10,000			
GRAND TOTAL OF SCHEDULE 2				

CONTRACTOR Name

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

ADDENDUM No. 1

RFP No. 21-037
Emergency Debris Removal

April 7, 2021

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project, and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

Attachment:

Questions/Answers

Please sign and return by e-mail to ciminod@stlucieco.org or fax to (772) 462-1704.

Name of Firm: _____

Signature: _____

Date: _____

1. Does the County still have a disaster debris monitoring firm under contract, or is that contract being re-procured as well?
   Answer: The County has newly procured contracts with the following: True North Emergency Mgmt., Thompson Consulting and Tetra Tech.

2. Are you able to provide the names and titles of the evaluation committee members?
   Answer: No

3. Are you able to provide the date, time, and location when the evaluation committee meeting will evaluate proposals?
   Answer: No

4. Where will the intent to award be made, and how will it be communicated to proposers?
   Answer: Notice of Intent are posted on DemandStar.com

5. Does St. Lucie County own any self-loading grapple trucks? If the answer to the previous question is "yes," how many?
   Answer: No

6. How many miles of County maintained roadway is within the County?
   Answer: 540 miles of roadway

7. Does the County have memorandums of understanding or mutual aid agreements in place with other incorporated municipalities within the County that would allow the use of this contract to be utilized by those entities to perform disaster debris management services?
   Answer: No

8. Does the County intend to allow for some of the incorporated municipalities within the County to utilize this contract, and if so, which ones?
   Answer: It is unknown at this time.

9. On page 55 of 76 of the RFP document, the proposed rates will be evaluated on the unit rates submitted for the individual items listed. Does this mean that you will evaluate each line item's cost separately, and thus, will not simply be adding up the line items to come up with a "bid price"?
   Answer: Line items will be evaluated at an overall cost comparison.

10. Does the County plan to evaluate the hourly line items pricing equally with the unit line items pricing, or will they be evaluated and scored separately?
    Answer: They will not be evaluated and scored separately.

11. Line item 2-7.10 of the pricing schedule does not list an estimated quantity for trees that are 49 inches and larger in diameter. Are we to surmise that "0" should be the estimated quantity for this line item?
    Answer: One should be the estimated quantity.

12. Are you able to provide the location(s) of any approved DMS location(s) for the upcoming hurricane season?
    Answer: No

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services, Inc. 10100 Katy Freeway, #400 Houston, TX 77043 10175	**CONTACT NAME:** Julia Becvar **PHONE (A/C, No, Ext):** 713-877-8975 **FAX (A/C, No):** 713-877-8974 **E-MAIL ADDRESS:** jbecvar@mcgriff.com
INSURED DRC Emergency Services, LLC P.O. Box 17017 Galveston, TX 77552	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A : Crum & Forster Specialty Insurance Company — 44520 INSURER B : The Phoenix Insurance Company — 25623 INSURER C : Texas Mutual Insurance Company — 22945 INSURER D : Argonaut Insurance Company — 19801 INSURER E : — INSURER F : —

COVERAGES **CERTIFICATE NUMBER:** LV5A22BN **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	X	X	ECG106142	06/30/2021	05/26/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 5,000,000 $ 100,000 $ 10,000 $ 5,000,000 $ 5,000,000 $ 5,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	X	X	810-6P127610-21-26-G	05/26/2021	05/26/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $	X	X	EFX118305	06/30/2021	05/26/2022	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	0001307608 TX WC928748471754	05/26/2021	05/26/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

St Lucie County, BOCC, its officers, agents and employees are named as additional insured's with respect to work performed under this contract for the RFP No. 16-060, Emergency Debris Removal. All as required by written contract subject to the terms and conditions of the policies.

CERTIFICATE HOLDER

St. Lucie County
Attn: St. Lucie County Adminstrator
2300 Virginia Avenue
Ft Pierce, FL 34982

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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St. Lucie County
First Amendment

DocuSign Envelope ID: A6AFBFC4-9EB2-49C0-B569-88D400592BAF

FIRST AMENDMENT TO FEBRUARY 15, 2022 CONTRACT
BETWEEN ST. LUCIE COUNTY AND DRC EMERGENCY SERVICES, LLC

THIS FIRST AMENDMENT, is made and entered into this 24 day of January, 2023, by and between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, (the "County") and **DRC EMERGENCY SERVICES, LLC,** or his, its or their successors, executors, administrators, and assigns (the "Contractor").

WHEREAS, on February 15, 2022, the parties entered into a Contract to provide for Emergency Debris Removal; and,

WHEREAS, the parties desire to amend the Agreement to exercise the first one-year renewal option.

NOW, THEREFORE, in consideration of the mutual promise contained herein, the parties agree to amend the Contract as follows:

1. Paragraph 6. TERM/TIME OF PERFORMANCE shall be amended to read as follows:

   6. **TERM/TIME OF PERFORMANCE**

   Term: The term of this contract shall be for a period of two (2) years beginning on **February 15, 2022** and continuing through and including **February 14, 2024**. Upon mutual written agreement, this Contract may be extended for two (2) additional one-year renewal terms pursuant to the same terms and conditions.

   Work Hours: The Contractor shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed 7 days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the County and the Contractor. Unless otherwise directed, the Contractor must be capable of conducting volumetric reduction operations at DMS locations on a 24 hour, 7 days a week basis. No work will be performed on recognized County holidays without prior approval of the County Debris Manager.

   Time of Completion: The services shall commence upon the written notice to proceed from the County Project Manager or his designee, and the project shall be completed in accordance with the individual project schedule.

2. Except as amended herein, all other terms and conditions of the Contract shall remain in full force and effect.

DocuSign Envelope ID: A6AFBFC4-9EB2-49C0-B569-88D400592BAF

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Amendment upon the terms and conditions above stated.

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: _____
Interim **COUNTY ADMINISTRATOR**

APPROVED AS TO FORM AND CORRECTNESS:

_____
COUNTY ATTORNEY

DRC EMERGENCY SERVICES, LLC

BY: Kristy Fuentes 1/23/2023

PRINT NAME: Kristy Fuentes

TITLE: Vice President

St. Lucie County
Second Amendment

DocuSign Envelope ID: B5C663C4-97F3-472E-91CC-D4A0226FA2F8

SECOND AMENDMENT TO FEBRUARY 15, 2022 CONTRACT
BETWEEN ST. LUCIE COUNTY AND DRC EMERGENCY SERVICES, LLC

THIS SECOND AMENDMENT, is made and entered into this 6 day of February, 2024, by and between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, (the "County") and **DRC EMERGENCY SERVICES, LLC,** or his, its or their successors, executors, administrators, and assigns (the "Contractor").

WHEREAS, on February 15, 2022, the parties entered into a Contract to provide for Emergency Debris Removal; and,

WHEREAS, on January 24, 2023, the parties executed the first amendment to the Contract to exercise the first one-year renewal option.

WHEREAS, the parties desire to further amend the Contract to exercise the second one-year renewal option and update the pricing.

NOW, THEREFORE, in consideration of the mutual promise contained herein, the parties agree to amend the Contract as follows:

1. Paragraph 6. TERM/TIME OF PERFORMANCE shall be amended to read as follows:

6. **TERM/TIME OF PERFORMANCE**

Term: The term of this contract shall be for a period of three (3) years beginning on **February 15, 2022** and continuing through and including **February 14, 2025**. Upon mutual written agreement, this Contract may be extended for one (1) additional one-year renewal period pursuant to the same terms and conditions.

Work Hours: The Contractor shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed 7 days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the County and the Contractor. Unless otherwise directed, the Contractor must be capable of conducting volumetric reduction operations at DMS locations on a 24 hour, 7 days a week basis. No work will be performed on recognized County holidays without prior approval of the County Debris Manager.

Time of Completion: The services shall commence upon the written notice to proceed from the County Project Manager or his designee, and the project shall be completed in accordance with the individual project schedule.

2. Paragraph 8. CONTRACT PAYMENT shall be amended to include the following:

Effective February 15, ~~2023~~ 2024, the County shall pay the Contractor for the performance of this Contract and completion of the project in accordance with the Contract Documents: Pursuant to the Exhibit "A" Revised Hourly Labor, Equipment and Materials Price Schedule attached.

3. Except as amended herein, all other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Amendment upon the terms and conditions above stated.

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: _____
COUNTY ADMINISTRATOR

APPROVED AS TO FORM AND CORRECTNESS:

_____
COUNTY ATTORNEY

DRC EMERGENCY SERVICES, LLC

BY: Kristy Fuentes 2/5/2024

PRINT NAME: Kristy Fuentes

TITLE: Vice President

DocuSign Envelope ID: B5C663C4-97F3-472E-91CC-D4A0226FA2F8

Exhibit "A" Updated Pricing Schedule

Contractor's Name: **DRC Emergency Services, LLC**

Equipment Type with Operator Category	Previous Houly Labor Rate	Proposed Hourly Labor Rate	Increase Percentage
Air Curtain Burner, Self-contained System	$100.00	$ 105.00	5%
50' Bucket Truck	$175.00	$ 183.75	5%
Crash Truck w/impact Attenuator	$135.00	$ 141.75	5%
Dozer, Tracked, D3 or Equivalent	$95.00	$ 99.75	5%
Dozer, Tracked, D4 or Equivalent	$125.00	$ 131.25	5%
Dozer, Tracked, D5 or Equivalent	$190.00	$ 199.50	5%
Dozer, Tracked, D8 or Equivalent	$190.00	$ 199.50	5%
Dump Truck, 16 +/- CY	$80.00	$ 84.00	5%
Dump Truck, 20 +/- CY	$80.00	$ 84.00	5%
Dump Truck, 38 +/- CY	$80.00	$ 84.00	5%
Generator, 5.5 kW, List kW Capacity	$35.00	$ 36.75	5%
Generator, 200 kW, List kW Capacity	$135.00	$ 141.75	5%
Generator, 2,500 kW, List kW Capacity	$750.00	$ 787.50	5%
Light Plant with Fuel and Support	$50.00	$ 52.50	5%
Grader w/12" Blade (Min. 30,000 LB)	$160.00	$ 168.00	5%
Hydraulic Excavator, 1.5 CY	$125.00	$ 131.25	5%
Hydraulic Excavator, 2.5 CY	$150.00	$ 157.50	5%
Knuckleboom Loader	$125.00	$ 131.25	5%
Lowboy Trailer w/Tractor	$50.00	$ 52.50	5%
Mobile Crane up to 15 ton	$75.00	$ 78.75	5%
Pump, 95 HP (minimum 25' intake & 200' discharge	$25.00	$ 26.25	5%
Pump, 200 HP (minimum 25' intake & 200' discharge to include fuel and support	$25.00	$ 26.25	5%
Pump, 650 HP (minimum 25' intake & 200' discharge to include fuel and support	$75.00	$ 78.75	5%
Vac Truck (Mist Capacity), List capacity	$175.00	$ 183.75	5%
Pickup Truck, I ton	$10.00	$ 10.50	5%
Skid-Steer Loader, 1,500 LB operating capacity (w/utility grapple)	$75.00	$ 78.75	5%

Skid-Steer Loader, 2,500 LB operating capacity (w/utility grapple)	$75.00	$ 78.75	5%
Compact Track Loader, 1,500 LB operating capacity (w/utility grapple)	$75.00	$ 78.75	5%
Compact Track Loader, 2,500 LB operating capacity (w/utility grapple)	$75.00	$ 78.75	5%
Tub Grinder, 800 to 1,000 HP	$200.00	$ 210.00	5%
Hydraulic Excavator, 1.5 CY (w/thumb)	$125.00	$ 131.25	5%
Hydraulic Excavator, 2.5 CY (w/thumb)	$125.00	$ 131.25	5%
Truck, Flatbed	$50.00	$ 52.50	5%
Articulated, Telescoping Scissor Lift for Tower, 15 HP/37 ft. Lift	$10.00	$ 10.50	5%
Water Truck, 2,500 gal (Non-potable, dust control and pavement maintenance)	$50.00	$ 52.50	5%
Wheel Loader, 3 CY, 152 HP	$75.00	$ 78.75	5%
Wheel Loader, 4.0 CY, 200 HP	$75.00	$ 78.75	5%
Wheel Loader, 1.5 CY, 95 HP	$75.00	$ 78.75	5%

Labor Category	Previous Houly Labor Rate	Proposed Hourly Labor Rate	Increase Percentage
Operations Manager w/cell phone and ½ ton pick-up truck	$ 75.00	$ 78.75	5%
Crew Foreman w/cell phone and one ton equipment truck w/small tools and miscellaneous supplies in support of crew	$ 75.00	$ 78.75	5%
Tree Climber/Chainsaw and gear	$ 75.00	$ 78.75	5%
Laborer w/Chainsaw and gear	$ 25.00	$ 26.25	5%
Laborer w/small tools, traffic control or flag person	$ 25.00	$ 26.25	5%
Bonded and Certified Security Personnel	$ 45.00	$ 47.25	5%
Crew Category	**Previous Houly Labor Rate**	**Proposed Hourly Labor Rate**	**Increase Percentage**
Wheel Loader, 2.5 CY, 950 or Similar w/operator, Foreman with support vehicle and small equipment, Laborer w/chain saw and 2 laborers w/small tools	$ 225.00	$ 236.25	5%

2.7-2. Vegetative Debris Removal -- Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to a County approved debris management site (DMS) or County approved final disposal site.

Mileage	Previous Per Cubic Yard	Proposed Per Cubic Yard	Previous Per Ton (Alternate)	Proposed Per Ton (Alternate)
0 to 15 Miles	$ 7.24	$ 7.60	$ 65.16	$ 68.42

16 to 30 Miles	$ 8.04	$ 8.44	$ 72.36	$ 75.98
31 to 60 Miles	$ 8.04	$ 8.44	$ 72.36	$ 75.98
Greater than 60 Miles	$ 8.04	$ 8.44	$ 72.36	$ 75.98

2-7.3. C&D Debris Removal – Work consists of the collection and transportation of eligible C&D on the ROW or public property to a County approved final disposal site.

Mileage	Previous Per Cubic Yard	Proposed Per Cubic Yard	Previous Per Ton (Alternate)	Proposed Per Ton (Alternate)
0 to 15 Miles	$7.93	$ 8.33	$ 55.51	$ 58.29
16 to 30 Miles	$8.40	$ 8.82	$ 61.11	$ 64.17
31 to 60 Miles	$8.40	$ 8.82	$ 61.11	$ 64.17
Greater than 60 Miles	$8.40	$ 8.82	$ 61.11	$ 64.17

2-7.4. Demolition, Removal, Transport & Disposal of Non-RACM Structures – Work consists of the decommissioning, demolition and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a County approved final disposal site.

Mileage	Previous Per Cubic Yard	Proposed Per Cubic Yard	Previous Per Ton (Alternate)	Proposed Per Ton (Alternate)
0 to 15 Miles	$ 19.86	$20.85	$ 139.02	$ 145.97
16 to 30 Miles	$ 20.86	$21.90	$ 146.02	$ 153.32
31 to 60 Miles	$ 20.86	$21.90	$ 146.02	$ 153.32
Greater than 60 Miles	$ 20.86	$21.90	$ 146.02	$ 153.32

2-7.5. Demolition, Removal, Transport & Disposal of RACM Structures – Work consists of the decommissioning, demolition and disposal of RACM structures on public or private property and hauling the resulting debris to a County

Mileage	Previous Per Cubic Yard	Proposed Per Cubic Yard	Previous Per Ton (Alternate)	Proposed Per Ton (Alternate)
0 to 15 Miles	$30.86	$ 32.40	$216.02	$ 226.82
16 to 30 Miles	$35.86	$ 37.65	$251.02	$ 263.57
31 to 60 Miles	$35.86	$ 37.65	$251.02	$ 263.57
Greater than 60 Miles	$35.86	$ 37.65	$251.02	$ 263.57

2-7.6. DMS Operation and Reduction Through Grinding – Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through grinding. The costs associated with acquiring, preparing, leasing, renting, operating and remediating land used as DMS as reflected in this RFP.

	Previous Per Cubic Yard	Proposed Per Cubic Yard	Previous Per Ton (Alternate)	Proposed Per Ton (Alternate)
	$ 3.30	$ 3.47	$28.66	$ 30.09

2-7.7. DMS Management & Reduction by Air Curtain Incineration – Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through air curtain incinerators. The costs associated with acquiring, preparing, leasing, renting, operating and remediating land used as DMS as reflected in this RFP

	Previous Per Cubic Yard	Proposed Per Cubic Yard	Previous Per Ton (Alternate)	Proposed Per Ton (Alternate)
	$ 1.75	$ 1.84	$ 15.75	$ 16.54

2-7.8. Haul-out of Reduced Debris to a County Approved Final Disposal Site – Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County approved final disposal site.

Mileage	Previous Per Cubic Yard	Proposed Per Cubic Yard	Previous Per Ton (Alternate)	Proposed Per Ton (Alternate)
0 to 15 Miles	$ 3.43	$ 3.60	$ 30.87	$ 32.41
16 to 30 Miles	$ 4.43	$ 4.65	$ 39.87	$ 41.86
31 to 60 Miles	$ 4.43	$ 4.65	$ 39.87	$ 41.86
Greater than 60 Miles	$ 4.43	$ 4.65	$ 39.87	$ 41.86

2-7.9. Removal of Hazardous Trees and Hangers – Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Item 2, Vegetative Debris Removals

Diameter	Previous Per Tree	Proposed Per Tree	Percentage Increase	
6 inch to 12.99 inch diameter	$ 40.00	$ 42.00	5%	
13 inch to 24.99 inch diameter	$ 70.00	$ 73.50	5%	
25 inch to 36.99 inch diameter	$ 145.00	$ 152.25	5%	
37 inch to 48.99 inch diameter	$ 245.00	$ 257.25	5%	
49 inch to larger diameter	$ 375.00	$ 393.75	5%	

Hanger Removal (per Tree)	$ 74.00	$ 77.70	5%	

2-7.10. Removal of Hazardous Stumps – Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to a County Approved DMS. Rate includes removal, backfill of stump hole, reduction and final disposal

Diameter	Previous Per Stump	Proposed Per Stump	Percentage Increase	
24.1 inch to 36.99 inch diameter	$145.00	$ 152.25	5%	
37 inch to 48.99 inch diameter	$245.00	$ 257.25	5%	
49 inch and larger diameter	$375.00	$ 393.75	5%	

2-7.12. ROW White Goods Debris Removal – Work consists of the removal of eligible white goods from the ROW to a County approved DMS site or County approved facility for recycling. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible white goods from the County approved DMS to a County approved facility for recycling

Type of Debris	Previous Per Unit	Proposed Per Unit	Percentage Increase	
A/C Units, refrigerators and freezers requiring refrigerant recovery and decontamination	$ 70.00	$ 73.50	5%	
Washers, dryers, stoves, ovens and hot water heaters	$ 35.00	$ 36.75	5%	

2-7.13. Household Hazardous Waste Removal, Transport and Disposal – Work consists of the collection, transportation and disposal of household hazardous waste from the ROW to a County approved permitted hazardous waste facility or MSW type I landfill.

	Previous Per Pound	Proposed Per Pound	Percentage Increase	
	$ 5.95	$ 6.25	5%	

2-7.14. E-Waste Removal – Work consists of the recovery and disposal of televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.

	Previous Per Unit	Proposed Per Unit	Percentage Increase	
	$ 30.00	$ 31.50	5%	

2-7.15. Abandoned Vehicle Removal – Work consists of the removal and transport of eligible abandoned vehicles.

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Type of Vehicle	Previous Per Unit	Proposed Per Unit	Percentage Increase	
Passenger Car	$200.00	$ 210.00	5%	
Single Axle	$335.00	$ 351.75	5%	
Double Axle	$595.00	$ 624.75	5%	
2-7.15. Abandoned Vessel Removal – Works consists of the removal and transport of eligible abandoned vessels.				
Length of Vessel	Previous Per Unit	Proposed Per Unit	Percentage Increase	
Vessels less than 20 linear feet	$2,100.00	$ 2,205.00	5%	
Vessels 21 linear feet or greater	$3,900.00	$ 4,095.00	5%	
2-7.16. Dead Animal Carcasses – Work consists of the recovery and disposal of dead animal carcasses.				
	Previous Per Pound	Proposed Per Pound	Percentage Increase	
	$ 1.95	$ 2.05	5%	

St. Lucie County
Third Amendment

THIRD AMENDMENT TO FEBRUARY 15, 2022
CONTRACT C22-02-180
BETWEEN ST. LUCIE COUNTY AND
DRC EMERGENCY SERVICES, LLC

This is the Third Amendment to the February 15, 2022 Contract C22-02-180 between St. Lucie County ("County") and DRC Emergency Services, LLC ("DRC").

WHEREAS, on February 15, 2022, the parties entered into a Contract to provide for Emergency Debris Removal; and

WHEREAS, on January 24, 2023, the parties executed the first amendment to the Contract to exercise the first one-year renewal option; and

WHEREAS, on February 6, 2024, the parties executed the second amendment to the Contract to exercise the second one-year renewal option and update the pricing; and

WHEREAS, DRC agrees to continue to provide debris management services and emergency response and recovery services to the County in accordance with the terms and conditions of the Contract; and

WHEREAS, the compensation rates listed in Attachment A need to be revised due to the widespread impacts of Hurricane Helene and Hurricane Milton and to reflect rates awarded by other impacted local governments and Florida Department of Transportation in order to not compete for resources from neighboring jurisdictions responding to Hurricanes Helene and Milton; and

WHEREAS, the County has reviewed the awarded rates in other jurisdictions and has determined that those rates are reasonable and appropriate; and

WHEREAS, the Agreement may be amended only by mutual consent of the parties as evidenced by execution of a formal written amendment; and

WHEREAS, DRC agrees to continue to provide debris management services and emergency response and recovery services to the County in accordance with the terms and conditions of the Agreement, as amended; and

WHEREAS, the County and DRC desire that except as amended by the terms of this Amendment, all other terms, covenants and conditions of the Contract, and the rights and

obligations of the County and the DRC, shall remain in full force and effect and are hereby ratified and affirmed.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and for other good and valuable considerations, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.

2. St. Lucie County and DRC agree to the unit pricing set out in Attachment A, Emergency Debris Removal Operations. The unit pricing shall include all expenses incurred by DRC, to include food and lodging, if required. Payment by the County will be made based on actual units of work performed as approved by the County and the County's contracted debris monitor.

3. This third amendment shall be effective on October 17, 2024 and shall apply to all debris collected in response to Hurricane Helene and Milton.

4. Except as amended by the terms of this Amendment, all other terms, covenants and conditions of the Contract, and the rights and obligations of the County and DRC thereunder, shall remain in full force and effect and are hereby ratified and affirmed

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Amendment upon the terms and conditions above stated, this 17th day of October, 2024.

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY:_____
COUNTY ADMINISTRATOR

APPROVED AS TO FOR AND CORRECTNESS:

_____
COUNTY ATTORNEY

DRC EMERGENCY SERVICES, LLC

By: _____

Print Name: Kristy Fuentes

Title: Vice President, Secretary & Treasurer

Attachment A

Updated Rate Schedule

Contractor's Name: DRC Emergency Services, LLC

Removal of Vegetative Debris from assigned load site to DMS	Previous Per cubic yard	**Proposed Per cubic yard**
0-15 miles	7.60	**11.60**
16-30 miles	8.44	**11.60**
31-60 miles	8.44	**11.60**
Over 60 miles	8.44	**11.60**
Removal of Construction and Demolition Debris from assigned load site to DMS	Previous Per cubic yard	**Proposed Per cubic yard**
0-15 miles	8.33	**14.33**
16-30 miles	8.82	**14.82**
31-60 miles	8.82	**14.82**
Over 60 miles	8.82	**14.82**
Final haul out of processed debris from the DMS to an approved disposal site.	Previous Per cubic yard	**Proposed Per cubic yard**
0-15 miles	3.60	**3.60**
16-30 miles	4.65	**9.43**
31-60 miles	4.65	**9.43**
Over 60 miles	4.65	**9.43**

St. Lucie County
Fourth Amendment

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FOURTH AMENDMENT TO FEBRUARY 15, 2022 CONTRACT
BETWEEN ST. LUCIE COUNTY AND DRC EMERGENCY SERVICES, LLC

THIS FOURTH AMENDMENT, is made and entered into this 10 day of March, 2025, by and between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, (the "County") and **DRC EMERGENCY SERVICES, LLC,** or his, its or their successors, executors, administrators, and assigns (the "Contractor").

WHEREAS, on February 15, 2022, the parties entered into a Contract to provide for Emergency Debris Removal; and,

WHEREAS, on January 24, 2023, the parties executed the first amendment to the Contract to exercise the first one-year renewal option.

WHEREAS, on February 6, 2024, the parties executed the second amendment to the Contract to exercise the second one-year renewal option and update the pricing; and,

WHEREAS, on October 17, 2024, the parties executed the third amendment to the Contract to update the Rate Schedule for services related to debris collected in response to Hurricane Helene and Milton; and,

WHEREAS, the parties desire to further amend the Contract to exercise the third one-year renewal option, update the Debris Management Sites (DMS), and clarify the mileage categories.

NOW, THEREFORE, in consideration of the mutual promise contained herein, the parties agree to amend the Contract as follows:

1. Paragraph 6. TERM/TIME OF PERFORMANCE shall be amended to read as follows:

   6. **TERM/TIME OF PERFORMANCE**

   Term: The term of this contract shall be for a period of four (4) years beginning on **February 15, 2022** and continuing through and including **February 14, 2026**.

2. Section 2-7.20 Debris Management Sites (DMS) shall be amended to include the following:

   2-7.20 DEBRIS MANAGEMENT SITES (DMS)

   The County shall provide predetermined locations to support the event in which the contract is activated. The County shall provide the vendor with an updated list of those locations annually. Depending on the incident in which the contract is activated the County may provide the Vendor with a minimum of 2 DMS locations.

   The Current Debris Management Sites are as follows:

Florida Department of Environmental Protection (FDEP) **FDEP Site Name & FDEP WACS #**	**Approximate Acres**	**Permitted Waste Type(s)**	**GPS Entrance Location & Address/Description**
Central County - Midway Site **WACS# 108672** Aka. "Midway" or "Former Tropicana"	~ 11 acres	**Yard Trash, C&D, Mixed**	27°22'29.0"N 80°24'11.6"W 8000 W. Midway Road
Airport West Commerce Park **WACS# 104969** Aka. "Kings Highway"	~ 17 acres Depending on rainfall, 20 additional acres might be usable south of entrance road.	**Yard Trash, C&D, Mixed**	27°29'54.1"N 80°23'54.6"W 3590 N. Kings Hwy.
SLC HD Staging Site **WACS# 99866** Aka. "Indrio Road"	~ 20 usable acres	**Yard Trash, C&D, Mixed**	27°31'14.6"N 80°22'19.6"W (West of US Hwy. 1, east of of Kings Hwy.)
Indian River Estates-Yard Waste **WACS# 106183** Aka. "Indian River Estates"	~ 1 acre, up to 4 acres if site is cleared of all trees and concrete	**Yard Trash ONLY**	27°21'07.5"N 80°19'32.5"W Entrance is a 30' wide easement on US Hwy. 1, just South of Easy Street
St. Lucie County Fairgrounds Staging Area **WACS# 106183** Aka. "Fairgrounds"	~ 9 acres (potentially) The area was used in 2005.	**Yard Trash, C&D, Mixed**	27°21'55.4"N 80°29'20.7"W Enter from Peacock Road

3. Schedule 2 – Unit Rate Price schedule shall be amended to include the following clarification:

Work consists of the collection and transportation of (i)eligible vegetative debris; (ii) C&D; (iii) Non-RACM Structures; (iv) RACM Structures; and (v) reduced eligible disaster related debris on the ROW or public property to a County approved debris management site (DMS) or County approved final disposal site.

Mileages Categories shall be as follows:

A. 0 to 15.9 Miles
B. 16 to 30.9 Miles
C. 31 to 60.9 Miles
D. 70 Miles or Greater

4. Except as amended herein, all other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Amendment upon the terms and conditions above stated.

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: _____
COUNTY ADMINISTRATOR

APPROVED AS TO FORM AND CORRECTNESS:

_____
COUNTY ATTORNEY

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DRC EMERGENCY SERVICES, LLC

BY: Kristy Fuentes

PRINT NAME: Kristy Fuentes

TITLE: Vice President

2/28/2025

DECLARATION UNDER PENALTY OF PERJURY

When a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must complete this Declaration, pursuant to Florida Statute §787.06 (13).

I, Kristy Fuentes (name), an officer or authorized representative for DRC Emergency Services, LLC. (business name), a nongovernmental entity, declare that DRC Emergency Services, LLC. (business name) does not use coercion for labor or services as defined in Florida Statute §787.06.

I declare under penalties of perjury that the foregoing statements are true and correct.

Signature

Kristy Fuentes - Vice President, Treasurer, Secretary
Print Name and Title

Date March 6, 2025

STATE OF Louisiana
Parish
~~COUNTY~~ OF Jefferson

The foregoing instrument was acknowledged before me by means of ☒ physical presence or [ ] online notarization on this March 6, 2025 by Kristy Fuentes, who is ☒ personally known to me or [ ] has produced _____ as identification.

CARY A. DES ROCHES
NOTARY PUBLIC
State of Louisiana, Bar No. 19550
My Commission is for life

Signature of Notary Public

CONTRACT PROVISIONS FOR FEMA PUBLIC ASSISTANCE

Pursuant to 2 CFR 200.327 and Appendix II to Part 200, the following federal requirements and contract provisions are incorporated herein, where applicable:

Contractor acknowledges that any subcontracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Contractor acknowledges that all subcontracts in excess of $10,000 must address termination for cause and for convenience by the Contractor including the manner by which it will be affected and the basis for settlement.

Contractor agrees to adhere to contract provisions (1) through (20) below where applicable:

1. **Equal Opportunity**: During the performance of this contract, the CONTRACTOR agrees as follows:
During the performance of this contract, the CONTRACTOR agrees as follows:

   (1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

   (2) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

   (3) The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or

applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR's legal duty to furnish information.

(4) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.
The applicant further agrees that it will be bound by the above equal opportunity

clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and sub-contractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a CONTRACTOR debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and sub-contractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. **Davis-Bacon Act:** CONTRACTOR agrees to abide by the following (*as applicable to projects not solely funded by SLFRF funds*):

(1)

Minimum wages —

(i) *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics. As provided in paragraphs (d) and (e) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph (a)(4) of this section.

Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (a)(1)(iii) of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the CONTRACTOR and its sub-contractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) *Frequently recurring classifications.*

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph (a)(1)(iii) of this section, provided that:

(*1*) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(*2*) The classification is used in the area by the construction industry; and

(*3*) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with paragraph (a)(1)(iii)(A)(*3*) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) *Conformance.*

(A) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(*1*) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(*2*) The classification is used in the area by the construction industry; and

(*3*) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage

rates contained in the wage determination.

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the CONTRACTOR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) In the event the CONTRACTOR, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov,* refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(E) The contracting officer must promptly notify the CONTRACTOR of the action taken by the Wage and Hour Division under paragraphs (a)(1)(iii)(C) and (D) of this section. The CONTRACTOR must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (a)(1)(iii)(C) or (D) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iv) *Fringe benefits not expressed as an hourly rate.* Whenever the

minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the CONTRACTOR may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v)

Unfunded plans. If the CONTRACTOR does not make payments to a trustee or other third person, the CONTRACTOR may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the CONTRACTOR, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis- Bacon Act have been met. The Secretary of Labor may require the CONTRACTOR to set aside in a separate account assets for the meeting of obligations under the plan or program.

(vi)

Interest. In the event of a failure to pay all or part of the wages required by the contract, the CONTRACTOR will be required to pay interest on any underpayment of wages.

(2)

Withholding —

(i)

Withholding requirements. The City of Fort Pierce may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the CONTRACTOR so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime CONTRACTOR or any sub-contractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in paragraph (a) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime CONTRACTOR (as defined in § 5.2). The necessary funds may be withheld from the CONTRACTOR under this contract, any other Federal contract with the same prime CONTRACTOR, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime CONTRACTOR, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the CONTRACTOR liability for which the funds were withheld. In the event of a CONTRACTOR's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or

development of the project under a development statute) all or part of the wages required by the contract, or upon the CONTRACTOR's failure to submit the required records as discussed in paragraph (a)(3)(iv) of this section, the City of Fort Pierce may on its own initiative and after written notice to the CONTRACTOR, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(ii)

Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A)

A CONTRACTOR's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B)

A contracting agency for its reprocurement costs;

(C)

A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a CONTRACTOR, or a CONTRACTOR's bankruptcy estate;

(D)

A CONTRACTOR's assignee(s);

(E)

A CONTRACTOR's successor(s); or

(F)

A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(3)

Records and certified payrolls —

(i)

Basic record requirements —

(A)

Length of record retention. All regular payrolls and other basic records must be maintained by the CONTRACTOR and any sub-contractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(B) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(C) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph (a)(1)(v) of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the CONTRACTOR must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(D) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) *Certified payroll requirements —*

(A) *Frequency and method of submission.* The CONTRACTOR or sub-contractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the U.S. Treasury if the agency is a party to the contract, but if the agency is not such a party, the CONTRACTOR will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the City of Fort Pierce. The prime CONTRACTOR is responsible for the submission of all certified payrolls by all sub-contractors. A contracting agency or prime CONTRACTOR may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires

a legally valid electronic signature; the system allows the CONTRACTOR, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime CONTRACTOR permits other methods of submission in situations where the CONTRACTOR is unable or limited in its ability to use or access the electronic system.

(B)

Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph (a)(3)(i)(B) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime CONTRACTOR to require a sub-CONTRACTOR to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime CONTRACTOR for its own records, without weekly submission by the sub-contractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C)

Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the CONTRACTOR or sub-contractor, or the CONTRACTOR's or sub-contractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(*1*)

That the certified payroll for the payroll period contains the information required to be provided under paragraph (a)(3)(ii) of this section, the appropriate information and basic records are being maintained under paragraph (a)(3)(i) of this section, and such information and records are correct and complete;

(*2*) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(*3*) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(C) of this section.

(E) *Signature.* The signature by the CONTRACTOR, sub-contractor, or the CONTRACTOR's or sub-contractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) *Falsification.* The falsification of any of the above certifications may subject the CONTRACTOR or sub-contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(G) *Length of certified payroll retention.* The CONTRACTOR or sub-contractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) *Contracts, subcontracts, and related documents.* The CONTRACTOR or sub-contractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The CONTRACTOR or sub-contractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) *Required disclosures and access —*

(A) *Required record disclosures and access to workers.* The CONTRACTOR or sub-contractor must make the records required under paragraphs (a)(3)(i) through (iii) of this section, and any other documents that the City of Fort Pierce or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the City of Fort Pierce or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) *Sanctions for non-compliance with records and worker access requirements.* If the CONTRACTOR or sub-contractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the CONTRACTOR, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any CONTRACTOR or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the CONTRACTOR or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) *Required information disclosures.* CONTRACTORs and sub-contractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the U.S. Treasury if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the CONTRACTOR, sub-contractor, or both, must, upon request, provide the full Social Security number and last known address,

telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the City of Fort Pierce, the CONTRACTOR, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4)

Apprentices and equal employment opportunity —

(i)

Apprentices —

(A)

Rate of pay. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the CONTRACTOR will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B)

Fringe benefits. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C)

Apprenticeship ratio. The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the CONTRACTOR as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to

paragraph (a)(4)(i)(D) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(4)(i)(A) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D)

Reciprocity of ratios and wage rates. Where a CONTRACTOR is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the CONTRACTOR's registered program must be observed.

(ii)

Equal employment opportunity. The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5)

Compliance with Copeland Act requirements. The CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

(6)

Subcontracts. The CONTRACTOR or sub-contractor must insert in any subcontracts the clauses contained in paragraphs (a)(1) through (11) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Treasury may by appropriate instructions require, and a clause requiring the sub-contractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime CONTRACTOR is responsible for compliance by any sub-contractor or lower tier sub-contractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime CONTRACTOR and any sub-contractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier sub-contractors, and may be subject to debarment, as appropriate.

(7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a CONTRACTOR and a sub-contractor as provided in 29 CFR 5.12.

(8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the CONTRACTOR (or any of its sub-contractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.*

(i) By entering into this contract, the CONTRACTOR certifies that neither it nor any person or firm who has an interest in the CONTRACTOR's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

(iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

(11) *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any CONTRACTOR of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

(ii) Filing any complaint, initiating or causing to be initiated any

proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

(iv) Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

3. **Contract Work Hours and Safety Standards Act (CWHSSA):** CONTRACTOR hereby agrees to abide by the following:

(1) *Overtime requirements.* No CONTRACTOR or sub-contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the CONTRACTOR and any sub-contractor responsible therefore shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such CONTRACTOR and sub-contractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

(3) *Withholding for unpaid wages and liquidated damages —*

(i) *Withholding process.* The City of Fort Pierce may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the

CONTRACTOR so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime CONTRACTOR or any sub-contractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph

(b) on this contract, any other Federal contract with the same prime CONTRACTOR, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime CONTRACTOR (as defined in § 5.2). The necessary funds may be withheld from the CONTRACTOR under this contract, any other Federal contract with the same prime CONTRACTOR, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime CONTRACTOR, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the CONTRACTOR liability for which the funds were withheld.

(ii)

Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A)

A CONTRACTOR's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B)

A contracting agency for its reprocurement costs;

(C)

A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a CONTRACTOR, or a CONTRACTOR's bankruptcy estate;

(D)

A CONTRACTOR's assignee(s);

(E)

A CONTRACTOR's successor(s); or

(F)

A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(4)

Subcontracts. The CONTRACTOR or sub-contractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the sub-contractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR is

responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime CONTRACTOR and any sub-contractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier sub-contractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any CONTRACTOR of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part.

4. <u>Clean Air Act and Federal Water Pollution Control Act:</u>

<u>Clean Air Act</u>
CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The CONTRACTOR agrees to report each violation to the City of Fort Pierce and understands and agrees that the City of Fort Pierce will, in turn, report each violation as required to assure notification to the U.S. Treasury, and the appropriate Environmental Protection Agency Regional Office.
The CONTRACTOR agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by U.S. Treasury.

<u>Federal Water Pollution Control Act</u>
The CONTRACTOR agrees to comply with all applicable standards, orders, or

regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
The CONTRACTOR agrees to report each violation to the City of Fort Pierce and understands and agrees that the City of Fort Pierce will, in turn, report each violation as required to assure notification to the Florida Department of Commerce, if applicable), U.S. Treasury, and the appropriate Environmental Protection Agency Regional Office.
The CONTRACTOR agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by U.S. Treasury

5. **Debarment and Suspension:** This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
The CONTRACTOR must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.
This certification is a material representation of fact relied upon by City of Fort Pierce. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City of Fort Pierce, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended.** Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

7. **Procurement of Recovered Materials:** In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

a) Competitively within a timeframe providing for compliance with the contract performance schedule;

b) Meeting contract performance requirements; or

c) At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at Comprehensive Procurement Guideline (CPG) Program | US EPA. The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

8. **Prohibition on Contracting for Covered Telecommunications Equipment or Services:** CONTRACTOR agrees to adhere to the following:

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in US TREASURY Policy 405-143-1, Prohibitions on Expending US Treasury Award Funds for Covered Telecommunications Equipment or Services, as used in this clause—

(b) *Prohibitions.*

1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

2) Unless an exception in paragraph (c) of this clause applies, the CONTRACTOR and its sub-contractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

ii. Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or

services as a substantial or essential component of any system, or as critical technology of any system;

iii. Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

1) This clause does not prohibit Contractors from providing—

i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

2) By necessary implication and regulation, the prohibitions also do not apply to:

i. Covered telecommunications equipment or services that:

a. Are <u>not used</u> as a substantial or essential component of any system; <u>and</u>

b. Are <u>not used</u> as critical technology of any system.

ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

1) In the event the CONTRACTOR identifies covered telecommunications equipment or services used as a substantial or essential component of any

system, or as critical technology as part of any system, during contract performance, or the CONTRACTOR is notified of such by a sub-CONTRACTOR at any tier or by any other source, the CONTRACTOR shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

2) The CONTRACTOR shall report the following information pursuant to paragraph (d)(1) of this clause:

i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the CONTRACTOR shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The CONTRACTOR shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments."

9. <u>Domestic Preferences for Procurements:</u>

<u>Domestic Preference for Procurements:</u>
The CONTRACTOR should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.
<u>For purposes of this clause:</u>
Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States."

10. <u>Build America, Buy America Act (BABAA) (*if applicable*):</u>

Contractors and their sub-contractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to the City of Fort Pierce with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by U.S. Treasury. Contractors and sub-contractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and sub-contractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to U.S. Treasury, the federal agency; subrecipients will forward disclosures to the pass- through entity, who will, in turn, forward the disclosures to U.S. Treasury.

11. Affirmative Socioeconomic Steps (*if applicable to this Contract*):

When possible, CONTRACTOR should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (*See U.S. Department of Labor's list*) take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(6) to ensure that small and minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are used when possible.

12. Access to Records. CONTRACTOR agrees to adhere as follows:

The CONTRACTOR agrees to provide City of Fort Pierce, Florida Department of Commerce, the U.S. Treasury Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The CONTRACTOR agrees to provide the U.S. Treasury Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the City of Fort Pierce and the CONTRACTOR acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the U.S. Treasury Administrator or the Comptroller General of the United States.

13. Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgement of Federal Funding:

This is an acknowledgement that US TREASURY financial assistance will be used to fund all or a portion of the contract. The CONTRACTOR will comply with all applicable federal law, regulations, executive orders, US TREASURY policies, procedures, and directives.

14. No Obligation by Federal Government:

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the recipient or subrecipient, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

15. Contract Changes or Modifications:

To be allowable under a federal grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

16. Program Fraud and False or Fraudulent Statements or Related Acts:

The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR's actions pertaining to this contract.

17. Copyright Materials (*if applicable*):

License and Delivery of Works Subject to Copyright

The CONTRACTOR grants to the City of Fort Pierce, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the CONTRACTOR will identify such data and grant to the City of Fort Pierce or acquire on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the CONTRACTOR will deliver to the City of Fort Pierce data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City of Fort Pierce.

18. Build America, Buy America Act (BABAA) (*Architectural and/or Engineering Contracts*):

Build America, Buy America Act Preference.

Contractors and sub-contractors agree to incorporate the Buy America Preference into planning and design when providing architectural and/or Engineering professional services for infrastructure projects. Consistent with the Build America, Buy America Act (BABAA) Pub. L. 117- 58 §§ 70901-52, no federal financial assistance funding for infrastructure projects will be used unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States."

19. **Publications**. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

20. **DHS Seal, Logo, and Flags:** CONTRACTOR must obtain written permission from DHS prior to using the DHS seals, logos, crests, reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., U.S. Treasury, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

EXHIBIT II
FEMA PUBLIC ASSISTANCE CONTRACT PROVISIONS

- This form is required only for purchases of more than $100,000 -

CERTIFICATION REGARDING LOBBYING
(Appendix A to 31 CFR Part 21 – New Restrictions on Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure

The CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____ Date: _____

Signature of CONTRACTOR
Authorized official

_____
(Print name of person signing above)

_____
(Print title of person signing above)

CONTRACTOR SELF-CERTIFICATION
REGARDING BUILD AMERICA BUY AMERICA (BABAA)

The undersigned certifies, to the best of his or her knowledge and belief, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies for any projects related to **Emergency Debris Removal Services** that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. All manufactured products purchased with federal financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor Authorized Official

Name and Title of Contractor Authorized Official

Date

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name:_____

Authorized Representative's Name and Title: _____

Address: _____

City:_____ State:_____ Zip Code:_____

Phone Number: _____ Email Address:_____

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By:_____ _____ _____

Authorized Signature | Printed Name and Title | Date

STATE OF FLORIDA
COUNTY OF _____

Sworn (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization

this ____ day of _____, 20____ by _____, who is

☐ personally known or
☐ produced identification (ID produced: _____).

Notary Public Signature: _____ (Seal)

Print Name: _____ My Commission Expires: _____

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: JASON ATKINSON, DIRECTOR OF PUBLIC WORKS, PUBLIC WORKS

FROM: CAMILLE WALLACE, ESQ., SENIOR ASSISTANT CITY ATTORNEY CAW

THROUGH: SARA HEDGES, CITY ATTORNEY SH

CAO RLS# / RE: MUTUAL BENEFIT AND USE AGREEMENTS – DEBRIS MONITORING/EMERGENCY DEBRIS REMOVAL SERVICES:

RLS#234	TRUE NORTH EMERGENCY MANAGEMENT, LLC
RLS#235	CUSTOM TREE CARE, INC.
RLS#236	DRC EMERGENCY SERVICES, LLC
RLS#237	BERGERON EMERGENCY SERVICES
RLS#238	CERES ENVIRONMENTAL SERVICES, INC.

DATE: AUGUST 22, 2025

I have reviewed the above Request for Legal Services (RLS) related to the Mutual Benefit and Use Agreements (MBUA) between the City of Fort Pierce and the above-named Contractors which piggybacks on St. Lucie County's contract for emergency debris removal. Please note the following comments:

1. Each MBUA has been revised to reflect the procurement and agreement history.
2. Each MBUA has been revised to reflect the new Term Period and additional provisions. Since these contracts may require debris removal services during a declared state of emergency event, I recommend incorporating contract provisions required should the city seek federal public assistance from FEMA (Federal Emergency Management Agency). Since St. Lucie County's contract with the Contractors does not include all contract language required for federal public assistance, I have drafted an Exhibit that does contain all required provisions.
3. Each MBUA contains language related to passage of SB 180 which requires a breach of contract provision for contracts entered into, renewed, or amended on or after July 1, 2025, requiring the service provider to pay a penalty in the event the provider breaches the contract during an emergency recovery period.
4. A redlined version of the MBUA for True North Emergency Management has been included with this Memo so changes made to all the other MBUAs can be tracked.

5. A clean version of each MBUA is included with this Memo which I recommend for template use for future MBUAs.
6. All MBUAs are approved as to form and correctness.
7. Recommendation: The Department should place all MBUAs on the Commission consent Agenda for review and approval *prior* to execution.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail. Thank you.

City Commission Regular Meeting - 5:05 PM **11. ZZ.**

Meeting Date: 09/02/2025

Re: Mutual Benefit and Use Agreement (MBUA) - Debris Monitoring - True North Emergency Management, LLC

Submitted For: Jason Atkinson, Director of Public Works, Public Works

SUBJECT:

Approve the Mutual Benefit and Use Agreement with True North Emergency Management, LLC., for Disaster Debris Monitoring Management and Consulting Services for the 2025 Hurricane Season.

SUMMARY:

Approve the Mutual Benefit and Use Agreement with True North Emergency Management, LLC., for Disaster Debris Monitoring Management and Consulting Services for the 2025 Hurricane Season.

RECOMMENDATION:

Approve as recommended to the City Commission.

ALTERNATIVES:

Will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Public Works Department

COORDINATED WITH:

Purchasing Division
Finance Department

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2025
Account:	N/A
Amount:	To Be Determined

FISCAL IMPACT:

The cost is determined off quantity multiplied by unit pricing.

Attachments

MBUA for signature
Exhibit 1
Exhibit 2

Exhibit 3
RLS Approval

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	07/29/2025 01:31 PM
City Manager	Richard Chess	07/30/2025 08:52 AM
Form Started By: Jason Atkinson		Started On: 07/22/2025 11:55 AM
Final Approval Date: 08/11/2025		

MUTUAL BENEFIT AND USE AGREEMENT
ADOPTION OF ST. LUCIE COUNTY, CONTRACT C21-01-109
DISASTER DEBRIS MONITORING MANAGEMENT & CONSULTING SERVICES

WHEREAS it is foreseen that it may be in the public interest to provide for the expedient removal of disaster debris within the corporate limits of the City of Fort Pierce, FL resulting from a natural or manmade event; and

WHEREAS the public health and safety of all the citizens will be at serious risk; and

WHEREAS, the immediate economic recovery of the City of Fort Pierce, FL and its citizens is a major concern and the primary priority for recovery; and

WHEREAS, City of Fort Pierce, FL has a community of interest in St. Lucie County, FL with respect to the debris services that may be necessary to affect a recovery from an anticipated storm event; and

WHEREAS, on May 20, 2020, St Lucie County, FL received responses to RFP No. 20-037 for Disaster Debris Monitoring Management and Consultant Services to which True North Emergency Management LLC (hereinafter "Contractor") submitted a competitive proposal and was selected; and

WHEREAS, the City's Purchasing Policy allows for purchases to be made directly from any federal, state, county, city or other governmental contract providing that said contract was the result of a bona fide competitive process and is a current contract. As defined in this contract, the term "Piggyback" refers to City purchases made under the allowance in the City's Purchasing Policies; and

WHEREAS, City of Fort Pierce, FL has reviewed the solicitation, proposal, and evaluation related to the selection of the Contractor by St. Lucie County, FL and endorses the process and selection of Contractor; and

WHEREAS, City of Fort Pierce, FL has reviewed the Contract for Disaster Debris Monitoring Management Consulting Services between **St. Lucie County, FL and True North Emergency Management, LLC**. commencing January 19, 2021, said contract being identified as**:** January 19, 2021, Contract No. C21-01-109, attached hereto as Exhibit "I", *and* has found the Scope of Services, prices, and terms, and conditions as set out in that Contract to be reasonable, acceptable, and of benefit to their citizens; and

WHEREAS, St. Lucie County, FL and Contractor entered in a First Amendment to the January 19, 2021, Contract No. C21-01-109 to revise the Term Period commencing January 19, 2021, and continuing through January 18, 2025; and

WHEREAS, St. Lucie County, FL and Contractor entered in a Second Amendment to the January 19, 2021, Contract No. C21-01-109 to revise the Term Period commencing January 19, 2021, and continuing through January 30, 2026; and

THEREFORE, having reached concurrence and acceptance of the procurement process and the contract stipulations, The City of Fort Pierce, FL agrees to enter into a contract with **True North Emergency Management, LLC.** for Disaster Debris Management & Consulting Services under the original terms, conditions, and pricing of the January 19, 2021, Contract No. C21-01-109 with the additional terms as follows:

1. The above recitals are true and correct and incorporated herein.

2. The parties understand, acknowledge and agree that City of Fort Pierce shall be substituted for any reference to St. Lucie County, Florida or County and as user or buyer of the CONTRACTOR'S goods and/or services provided that such reference does not increase City of Fort Pierce's liability and/or responsibilities for goods and/or services beyond those specifically described in Exhibit I of this Agreement. The Parties' Agreement shall consist of these terms and conditions, Exhibit I, and Exhibit II (hereinafter referred to as the "Agreement"). If there is a conflict between these documents, then in order of preference the terms and conditions contained in this document control first, then Exhibit I, then Exhibit II.

3. CONTRACTOR agrees that Exhibit "II", FEMA Public Assistance Contract Provisions, shall be made part of the Agreement and apply (as applicable) to facilitate City of Fort Pierce's attempt to seek reimbursement from the Federal Emergency Management Agency ("FEMA Reimbursement"), of all, or a portion of, the payments made to CONTRACTOR by City of Fort Pierce. All references herein, to laws, regulations, or standards, shall also mean future amendments, and/or modifications, and/or changes to the same. Unless agreed to, otherwise in writing, signed by both Parties, under no conditions shall CONTRACTOR have a right, and/or claim, to recover any portion of the FEMA Reimbursement that is sought or may be sought by City of Fort Pierce.

4. **Address change for the City**: Notwithstanding the address and contract information for the government entity as set out in Exhibit "I", CONTRACTOR agrees to send notices and invoices to, and will conduct all business with:

City of Fort Pierce, Florida
Attention: Finance
100 N. U.S. Hwy 1, Fort Pierce, FL 34954
Telephone: (772) 467-3000
Email: dfaniel@cityoffortpierce.com

5. At all times, CONTRACTOR shall comply with Florida's public records laws. CONTRACTOR shall abide by all public records laws, and specifically: (1) Keep and maintain public records required by the public agency to perform the service; (2) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency; (4) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY OF FORT PIERCE'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@CITYOFFORTPIERCE.COM OR 772-467-3065; LOCATED AT 100 N. US HIGHWAY 1, FORT PIERCE, FL 34950.

6. Nothing contained in Exhibit "I", or this Agreement is intended to or shall be read to waive the City's Sovereign Immunity or to increase the limits thereto, pursuant to section 768.28, Florida Statutes.

7. All requirements of Section 448.095, Florida Statutes, shall be complied with by Contractor. In accordance with, Section 448.095, Florida Statutes, Contractor shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract. If Contractor enters into a contract with a subcontractor performing work or providing services on its behalf, Contractor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. Contractor shall, upon request, provide evidence of compliance with this provision to the City. An agreement terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the City terminates this Agreement with Contractor, Contractor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated. Contractor is liable for any additional costs incurred by the City as a result of the termination of this Agreement under Section 448.095, Florida Statutes.

8. CONTRACTOR acknowledges and agrees, in Exhibit "III", an affidavit made part of this Agreement, that CONTRACTOR does not use coercion for labor or services as attested to and signed by an officer or representative of CONTRACTOR in accordance with Florida Statute Section 787.06(13).

9. **Breach of Contract During Emergency Recovery Periods for Natural Emergencies**: As part of this Agreement for goods or services related to emergency response for a natural emergency entered into, renewed, or amended on or after July 1, 2025, and upon breach by CONTRACTOR during an emergency recovery period, CONTRACTOR shall pay a $5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages. As used in this section, the term "emergency recovery period" means a 1-year period that begins on the date that the Governor initially declared a state of emergency for a natural emergency.

Having full authority, the parties do hereby complete this Agreement by signing below:

True North Emergency Management, LLC	**City of Fort Pierce, FL**
Authorized Signature	Authorized Signature
Victoria Kelley Printed Name	Printed Name
Senior Vice President Title	Title
Date	Date

121.01-109

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES
DISASTER DEBRIS MANAGEMENT & CONSULTING SERVICES

THIS CONTRACT is made as of the 19th day of January, 2021, by and between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as the "County", and **TRUE NORTH EMERGENCY MANAGEMENT, LLC**, hereinafter referred to as "Consultant".

WITNESSETH:

WHEREAS, pursuant to Section 287.055, Florida Statutes, the County solicited proposals for non-exclusive Contracts to perform professional services for Disaster Debris Monitoring Management and Consulting Services from qualified firms for the performance of these services; and,

WHEREAS, at the regularly scheduled meeting on January 19, 2021, The Board of County Commissioners approved the short list of firms, permission to negotiation a continuing contract, and authorized the execution of an agreement for Continuing professional services between County and Consultant hereinafter referred to as "Contract"; and,

WHEREAS, the Consultant is willing and able to render professional services for various projects on an as-needed basis and for the compensation and on the terms hereinafter set forth; and,

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, agreements, terms, and condition contained herein, do agree as follows:

1. **RECITALS**

The Recitals set forth above are fully incorporated into the Contract by reference.

2. **SERVICES**

The Consultant's responsibility under this Contract is to provide professional/consultation services in the area of Disaster Debris Monitoring Management and Consulting Services as the Primary Consultant, as further described in St. Lucie County RFP No. 20-037.

3. **TERM**

The term of the Contract shall be for a period of 3 (three) years beginning on the date first written above. Upon mutual written agreement, this Contract may be extended for 2 (two) additional one-year renewal periods pursuant to the same terms and conditions.

4. **TECHNICAL AND PROFESSIONAL SERVICES**

It shall be the responsibility of the Consultant to work with the County to provide professional services related to disaster debris monitoring management and consulting services for hurricanes,

tornadoes, and other natural and manmade disaster events for St. Lucie County. Each project will require a separate work authorization. The work authorization shall set out the scope of work, time of performance and compensation schedule for each project.

5. **CONTRACT DOCUMENTS**

The Contract Documents which comprise the Contract between the County and the Consultant are attached hereto and made part hereof and consist of the following:

A. This Contract, consisting of pages 01 through 20 inclusive.

B. Consultant's Proposal, consisting of:
Price Proposal Form
Vendor Affidavit Regarding Scrutinized Company List
Certification Regarding Lobbying
Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion
Signed Addendums No. 01 to 05, inclusive

C. RFP Documents, consisting of 35 pages, inclusive

D. Addenda No. 01 to 05, inclusive.

E. Insurance Certificates which shall be provided by the Contractor, along with the return of an executed copy of this Contract.

F. Any Modifications, including change orders, duly delivered after execution of this Contract.

Except for duly authorized and executed Modifications including but not limited to change orders and contract amendments, any conflict between the terms and conditions of this Contract and the terms and conditions of any of the other contract documents shall be interpreted in favor of this Contract.

6. **PERIOD OF SERVICE; WORK AUTHORIZATIONS**

A. The Consultant will be available to begin work promptly after receipt of a fully executed copy of this Agreement. It is agreed that this Agreement shall be considered as a continuing contract and work will be initiated on an assignment by assignment basis. The County reserves the right to select the respective Consultant who the County believes is in its best interest to perform the specified work.

B. If the Consultant's services called for under this Agreement are delayed for reasons beyond the Consultant's control, the time of performance may be adjusted appropriately.

C. Specific work assignments shall be set forth in individual Work Authorizations which will be issued to the Consultant. All Work Authorizations shall be executed on behalf of the County in accordance with the St. Lucie County Purchasing Policy. The Work Authorization shall describe the scope of the work to be performed and shall set forth the schedule for completion of the work.

The County shall provide all criteria and full information as to County's requirements for the assignment and designate in writing a person with authority to act on County's behalf on all matters concerning this assignment.

7. **TIME OF PERFORMANCE**

Each project performed pursuant to this Agreement shall be performed in a timely manner without unreasonable delay within the time period identified in the work authorization. If the work is not fully completed according to the terms of the Contract and within the time limits stipulated in the individual work authorization, it is hereby acknowledged that the County will suffer damages which are not capable of ascertainment or calculation, and therefore the Consultant shall pay the County liquidated damages, a sum of which will be outlined in each individual work authorization, per day for each day following the required completion date, until the date upon which actual completion occurs.

8. **COMPENSATION**

The Consultant shall be compensated for all services satisfactorily completed in accordance with the terms and conditions of this Agreement and each work authorization pursuant to the approved Price Proposal Form. All invoices presented to the County for payment shall be on a Request for Payment form approved by the County.

9. **GENERAL CONDITIONS**

A. The Project Manager for the County is George Landry at (772) 462-1846. The Project Manager for the Consultant is Derrick P. Tucker, P.E. at (601) 506-3298.

B. It is understood and agreed that the Consultant's services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a supplemental agreement may be negotiated between the County and the Consultant describing the services desired and providing a basis for compensation to the Consultant.

B. Upon the Consultant's written request, the County will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the Consultant and County mutually deem necessary; and the Consultant may rely upon same in performing the services required under this Agreement.

10. **TRUTH-IN-NEGOTIATION CERTIFICATE**

Execution of this Agreement by Consultant shall act as the execution of as truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete and current at the time of execution of the Agreement. The original Agreement rates and any additions thereto shall be adjusted to exclude any significant sums by which County determines the Agreement rate(s) was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such rate adjustments shall be made within one year following the end of this Agreement.

11. **DEFAULT/TERMINATION**

A. FOR CAUSE

If either party fails to fulfill its obligations under this Agreement in a timely and proper manner, the other party shall have the right to terminate this Agreement by giving written notice of any deficiency and by allowing the party in default seven (7) calendar days to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this Agreement shall terminate at the expiration of the seven (7) calendar day time period.

With regard to the Consultant, the following items shall be considered a default under this Agreement:

(1) If the Consultant should be adjudged bankrupt, or if he, or it, should make a general assignment for the benefit of his, or its, creditors, or if a receiver should be appointed on account of his, or its, insolvency.

(2) If the Consultant should persistently or repeatedly refuse or fail, except in cases for which an extension of time is provided, to provide the services contemplated by this Agreement.

(3) If the Consultant disregards laws, ordinances, or the instructions of the Project Manager or otherwise is guilty of a substantial violation of the provisions of the Agreement.

In the event of termination, the Consultant shall only be entitled to receive payment for work satisfactorily completed prior to the termination date.

B. WITHOUT CAUSE

Either party may terminate the Agreement without cause at any time upon thirty (30) calendar days prior written notice to the other party. In the event of termination, the County shall compensate the Consultant for all authorized work satisfactorily performed through the termination date.

C. SCRUTINIZED COMPANIES TERMINATION

The County may immediately terminate the Contract without cause at any time upon ascertaining that pursuant to § 287.135, Florida Statutes, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, or at any time thereafter, the company: (1) is on the Scrutinized Companies that Boycott Israel List, created pursuant to § 215.4725, Florida Statutes, or is engaged in a boycott of Israel; (2) is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to § 215.473, Florida Statutes; or (3) is engaged in business operations in Cuba or Syria. Furthermore, the County may immediately terminate the Contract if it is determined that the company submitted a false certification stating that it was not (1) on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel; (2) was not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (3) or was not engaged in business operations in Cuba or Syria when in fact the

company was engaged in such activities at the time of the bid or proposal, or at the time of entering into or renewing the Contract.

12. **SUB-CONSULTANTS AND SUBCONTRACTORS**

In the event the Consultant requires the services of any sub-consultant, subcontractor or professional associate in connection with the services to be provided under this Agreement, Consultant shall secure the written approval of County Project Manager before engaging such sub-consultant, subcontractor or professional associate.

If a sub-consultant fails to perform or make progress, as required by this Contract, and it is necessary to replace the sub-consultant to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new sub-consultant by the County. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance any portion of this contract as set forth in the Scope of Work.

The Consultant, its sub-consultants, agents, servants, or employees agree to be bound by the Terms and Conditions of this Contract and its agreement with the sub-consultant for work to be performed for the County the Consultant must incorporate the terms of this contract.

13. **FEDERAL AND STATE TAX**

The County is exempt from payment of Florida State Sales and Use Taxes. The County will sign an exemption certificate if submitted by the Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Consultant authorized to use the County's Tax Exemption Number in securing such materials. The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

14. **INSURANCE**

The Consultant shall procure and maintain during the life of this Agreement insurance of the types and subject to the limits set forth below. The Consultant shall also provide the County with evidence of this insurance in the form of Certificates of Insurance which shall be subject to the County's approval for adequacy. The County shall be an Additional Insured on policies of Commercial General Liability with respect to all claims arising out of the work performed under this Agreement. The County shall be given thirty (30) days prior written notice of any material changes or cancellations of the policies. If sub-contractors are used by the Consultant, it shall be the responsibility of the Consultant to ensure that all its sub-contractors comply with all the insurance requirements contained herein relating to such sub-contractors.

Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

A. **COMMERCIAL GENERAL LIABILITY**

The Consultant shall provide and maintain during the life of this Agreement, at his, its or their own expense, Commercial General Liability insurance on an occurrence basis for a minimum combined single

limit of $1,000,000.00 per occurrence, $2,000,000.00 general aggregate for claims of bodily injury including death, property damage and personal injury. Contractual Liability coverage shall be included.

B. **COMMERCIAL AUTO LIABILITY**

The Consultant shall provide and maintain during the life of this Agreement, at his, its or their own expense, Business Commercial Auto Liability for claims of bodily injury and property damage for minimum limits of $1,000,000.00 combined single limit.

C. **WORKERS' COMPENSATION**

The Consultant shall provide and maintain during the life of this Agreement, at his, its or their own expense, Workers' Compensation insurance coverage to apply for all employees for Florida statutory limits. Coverage B, Employers Liability, shall be written for a minimum liability at $500,000.00 per occurrence.

D. **PROFESSIONAL LIABILITY**

The Consultant shall provide and maintain during the life of this Agreement, at his, its or their own expense, Professional Liability insurance on a claims made basis for a minimum of $1,000,000.00 coverage.

15. **INDEMNIFICATION**

The Consultant covenants and agrees at all times to indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the Agreement. The Consultant hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided. It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statute.

The Consultant, without exemption, shall indemnify and hold harmless, the County, State of Florida, the Federal Government its employees, representatives and elected officials from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Consultant. Further, if such a claim is made, or is pending, the Consultant may, at its option and expense, procure for the County the right to use, replace, or modify the item to render it non -infringing. If none of the alternatives are reasonably available, the County agrees to return the article on request to the Consultant and receive reimbursement. If the Consultant used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the Contract prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

16. **ASSIGNMENT**

The County and Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and permitted

assigns of such other party, in respect to all covenants of this Agreement; and, neither the County nor the Consultant will assign or transfer its rights and obligations in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

The Consultant agrees that the persons named in the scope of work shall provide services as described therein. The services of the person(s) so named are a substantial inducement and material consideration for this Agreement. In the event such persons can no longer provide the services required by this Agreement, the Consultant shall immediately notify the County in writing and the County may elect to terminate this Agreement without any liability to the Consultant for unfinished work product. The County may elect to compensate the Consultant for unfinished work product, provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.

17. **PUBLIC RECORDS**

The Consultant shall allow public access to all documents, papers, letters, or other material subject to the provisions of Section 119, Florida Statutes, and made or received by the Consultant in conjunction with this Agreement. Specifically, the Consultant shall:

(a) Keep and maintain public records required by the County to perform the service.

(b) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Consultant does not transfer the records to the County.

(d) Upon completion of the Contract, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All record stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology system of the County.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF

PUBLIC RECORDS AT (772)462-1441, BellamyS@stlucieco.org, COUNTY ATTORNEY'S OFFICE 2300 VIRGINIA AVENUE, FORT PIERCE, FL 34982

18. **CONFLICT OF INTEREST**

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes. The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the County in writing by certified mail of all potential conflicts of interest prohibited by existing state law for any prospective business association, interest or other circumstance which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Consultant. The County agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the County shall so state in the notification and the Consultant shall, at his/her option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Consultant under the terms of this Agreement

19. **EXCUSABLE DELAYS (FORCE MAJEURE)**

Neither party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its reasonable control (financial difficulty shall not be considered a cause beyond a party's control), all of which causes herein are called "Force Majeure", including, but without being limited to, strikes, lockouts, or other industrial disturbances; fires; unusual climatic conditions; acts of God; acts of a public enemy; or inability to obtain transportation or necessary materials in the open market. Provided, however, that market conditions, labor conditions, construction industry price trends and similar matters which normally impact on the bidding process shall not be considered a Force Majeure. The party unable to perform as a result of force majeure promptly shall notify the other of the beginning and ending of each such period, and County shall compensate Consultant at the rates set forth herein, for the services performed by Consultant hereunder, up to the date of the beginning of such period. If any period of force majeure continues for thirty (30) days or more, either party shall have the right to terminate this Agreement upon ten (10) days prior written notice to the other party.

20. **PLEDGE OF CREDIT, ARREARS**

The Consultant shall not pledge the County's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

21. **DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

All original sketches, tracings, drawings, computations, details, design calculations, and other documents and plans that result from the Consultant's services under this Agreement are and remain the property of the County as instruments of service. The Consultant shall furnish copies to the County upon completion of such documents.

The County shall, at no additional expense, be furnished one (1) set of reproducible copies of any maps and/or drawings prepared for it by the Consultant. Consultant shall likewise submit copies of all field notes, calculation sheets and computer discs to the County.

22. **INDEPENDENT CONSULTANT RELATIONSHIP**

The relationship of the Consultant to the County will be solely that of a consultant. The Consultant is an independent contractor and is not an employee or agent of the County. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the County and the Consultant, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. The Consultant will provide the professional and technical services required for the successful completion of this Agreement in accordance with practices generally acceptable within the industry and good ethical standards.

23. **E-VERIFY/ VERIFICATION OF EMPLOYMENT STATUS**

Effective January 1, 2021, As required by Section 448.095(2)(a), Florida Statute, the Consultant and subcontractor shall register with and use the E-Verify System to verify the work authorization status of all newly hired employees. The County, Consultant, or subcontractor may not enter into a Contract unless each party to the Contract registers with and uses the E-Verify System. The Consultant shall provide documentation of their compliance of this requirement to the County upon request.

If the Consultant enters into a contract with a subcontractor, the subcontractor must provide the Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an authorized alien. The Consultant shall maintain a copy of such affidavit for the duration of this Contract.

The County will not intentionally award contracts to any Consultant who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions of the Immigration and Nationality Act ("INA"). The County shall consider the employment by the Consultant of unauthorized aliens a violation of 8 U.S.C. Section 1324a(e) [Section 274A(e) of the INA]. The Consultant agrees that such violation by the Consultant shall be grounds for the unilateral cancellation of this Contract by the County.

24. **PROHIBITION AGAINST CONTINGENT FEES**

The Consultant warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of making this Agreement.

25. **AUDIT**

The Consultant agrees that the County or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Consultant involving transactions related to this Agreement. The Consultant agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Agreement. The Consultant shall refund by check payable to the County the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, whichever is sooner.

26. **NON DISCRIMINATION**

The Consultant covenants and agrees that the Consultant shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex or physical handicaps (except where based on a bonafide occupational qualification); or because of marital status, race, color, religion, national origin or ancestry.

27. **ENFORCEMENT COSTS**

It is understood and agreed that the Consultant's services under this Agreement do not include any participation, whatsoever, in any litigation. Should such services be required, a supplemental agreement may be negotiated between the County and the Consultant describing the services desired and providing a basis for compensation to the Consultant.

28. **AUTHORITY TO PRACTICE**

The County represents that it is a political subdivision of the State of Florida with the authority to engage the professional service described herein and to accept the obligation for payment for the services.

The County and Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and assigns of such other party, in respect to all covenants of this Agreement; and, neither the County nor the Consultant will assign or transfer their interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the party of any officer or agent of any public body which may be a party hereto.

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the County's representative on an annual basis.

29. **SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

30. **COMPLETE AGREEMENT**

This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The Consultant recognizes that any representations, statements or negotiations made by the County staff do not suffice to legally bind the County in a contractual relationship unless they have been reduced to writing, authorized, and signed by an authorized County representative. This Agreement shall bind the parties, their assigns, and successors in interest.

31. **AMENDMENT**

This Agreement may be amended only with the written approval and agreement of the parties.

32. **MODIFICATIONS OF WORK**

The County reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant shall, **in writing**:

1. Provide a detailed estimate for the increase or decrease in cost due to the contemplated change,

2. Notify the County of any estimated change in the completion date, and

3. Advise the County if the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules of this Contract.

If the County so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall initiate a Contract Amendment and the Consultant shall not commence work on any such change until such written Amendment is signed by the authorized representative for the County.

33. **NOTICE**

All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to:

As to County:
St. Lucie County Administrator
Administration Annex
2300 Virginia Avenue
Fort Pierce, Pierce, FL 34982

With a Copy To:
St. Lucie County Attorney
Administration Annex
2300 Virginia Avenue
Fort Pierce, Pierce, FL 34982

As to the Consultant:
True North Emergency Management, LLC
2501 Avenue J, Suite 120
Arlington, Texas 76006
Phone: (817) 548-0696
Facsimile: (817) 265-8532

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

34. **CAPTIONS AND PARAGRAPH HEADINGS**

Captions and paragraph headings contained in this Contract are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Contract, nor the intent of any provisions hereof.

35. **WAIVER**

No waiver by the County of any provision of this Contract shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by of the same, or any other provision or the enforcement thereof. County's consent to of or approval of any act by Consultant requiring consent or approval shall not be deemed to render unnecessary the obtaining of County's consent to or approval of any subsequent act by Consultant requiring consent or approval, whether or not similar to the act so consented or approved.

36. **COMPLIANCE WITH LAWS**

The Consultant, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Agreement. The County undertakes no duty to ensure such compliance, but will attempt to advise Consultant, upon request, as to any such laws of which it has present knowledge.

37. **INTERPRETATION; VENUE**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall

be in the Nineteenth Judicial circuit for St. Lucie County, Florida, for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

38. **DISPUTE RESOLUTION**

Any disputes relating to interpretation of the terms of this Contact or a question of fact or arising under this Contract shall be resolved through good faith efforts upon the part of the Consultant and the County or its Project Manager. At all times, the Consultant shall carry on the work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the County or its representatives, pending resolution of the dispute. Any dispute which is not resolved by mutual agreement shall be decided by the County Administrator who shall reduce the decision to writing. The decision of the County shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

39. **MEDIATION**

Prior to initiating any litigation concerning this Contract, the parties agree to submit the disputed issue or issues to a mediator for non-binding mediation. The parties shall agree on a mediator chosen from a list of certified mediators available from the Clerk of Court for St. Lucie County. The fee of the mediator shall be shared equally by the parties. To the extent allowed by law, the mediation process shall be confidential and the results of the mediation or any testimony or argument introduced at the mediation shall not be admissible as evidence in any subsequent proceeding concerning the disputed issue. In the event that mediation is unsuccessful, either party may bring an action to enforce its rights in a Florida court of appropriate venue and jurisdiction.

40. **ANTITRUST ASSIGNMENT**

The Consultant and the County and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida and local governments. Therefore, the Consultant assigns to the State of Florida and the County any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

41. **CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

If the Consultant intends to subcontract any portion of the Services covered by this Agreement, the Consultant must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

42. **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Contract, the Consultant agrees as follows:

A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

C. The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

E. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

F. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with

procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Consultant will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States."

43. **CONTRACTING WORK HOURS AND SAFETY STANDARDS ACT**

A. Overtime requirements. No Consultant or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Consultant and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or subcontractor under any such contract or any other Federal contract with the same prime Consultant or any other federally- assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Consultant, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant shall

be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

44. **CONTRACTING COMPLIANCE WITH CLEAN AIR AND CLEAN WATER ACT**

I. **CLEAN AIR ACT**

A. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the FDEM, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The Consultant agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with federal assistance provided by FEMA.

II. **FEDERAL WATER POLLUTION CONTROL ACT**

A. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the city of Evans, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The Consultant agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with federal assistance provided by FEMA.

45. **SUSPENSION AND DEBARMENT**

Federal regulations restrict the County from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. The Consultant can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

(1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the County. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to FDEM and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Consultant agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C during the term of this Contract. The Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

46. **CERTIFICATION REGARDING LOBBYING**

Consultants who apply or bid for an award of $100,000 or more shall file the required certification found at APPENDIX A, 44 C.F.R. PART 18. (See attached Exhibit "A"). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tear up to the recipient.

47. **PROCUREMENT OF RECOVERED MATERIALS**

(1) In the performance of this Contract, the Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

i. Competitively within a timeframe providing for compliance with the Contract performance schedule;

ii. Meeting Contract performance requirements; or

iii. At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designated items is available at http://www.epa.gov/cpg/products.htm.

48. **ACCESS TO RECORDS**

The following access to records requirements apply to this Contract:

A. The Consultant agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books,

documents, papers, and records of the Consultant which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The Consultant agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the Contract.

49. **DHS SEAL, LOGO AND FLAGS**

The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

50. **NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the County, Consultant, or any other party pertaining to any matter resulting from the contract.

51. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this Contract.

52. **SAFE WORKING ENVIRONMENT**

The Consultant must at all times provide a safe working environment, including properly constructed monitoring towers.

Loading site monitors shall be responsible for checking the area for safety considerations, such as downed power lines, children playing in the area, traffic control needs, and safe operation of trucks and equipment; implementing all safety requirements; performing a pre-work inspection of debris collection areas before loading to identify the location of covered utility meters, transformers, fire hydrants, mail boxes, etc., as a baseline to account for any collateral damage as a result of the debris removal operation; and ensuring that debris loads are contained properly before leaving the loading area.

Tower and site monitors shall be responsible for checking the area for safety considerations, such as downed power lines, children playing in the area, traffic control needs, and safe operation of trucks and equipment; and implementing all safety requirements.

Field supervisors shall be responsible for being familiar with, maintaining, and implementing all safety requirements.

53. **LOAD TICKET SYSTEM REQUIREMENTS**

The Consultant must employ the use of a load ticket system that complies with FEMA requirements. Load tickets prepared by loading site monitors must include the following information:

- Contract number (identified by a number or name)
- Prime contractor's name
- Date
- Truck number
- Truck driver's name
- Description of the debris (Vegetation, Construction & Demolition Debris, White Goods, Household Hazardous Waste)
- Load location (GPS or address preferred)
- Loading date/time (departure from collection location)
- Loading Site Monitor name/signature

Load tickets prepared by tower or site monitors must include the following information:

- Truck capacity in cubic yards or tons
- Load size, either cubic yards (percent of capacity) or tons
- Unloading location
- Unloading date/time (arrival at disposal site)
- Tower/Site Monitor name/signature

54. **QUALIFICATIONS OF MONITORS AND STAFF**

The Consultant shall utilize only monitors that are trained and possess skills adequate to fulfill their duties. Labor rates paid to monitors shall be commensurate with skill level required by the job function. Professional engineers and professional qualifications are not required to perform debris monitoring duties. The Consultant must ensure its staff is familiar with FEMA debris removal eligibility criteria.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement in counterparts each of which shall be treated as an original upon the terms and conditions above stated.

ATTEST:

DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: _____
CHAIR

APPROVED AS TO FORM AND CORRECTNESS:

COUNTY ATTORNEY

WITNESSES:

(1) ~~[illegible]~~

(2) Michelle Muñoz

TRUE NORTH EMERGENCY ~~MANAGEMENT~~, LLC

BY: [signature]

PRINT NAME: DERRICK TUCKER

PRICE PROPOSAL FORM

RFP No. 20-037
Disaster Debris Management & Consulting Services

Proposer must submit the following prices for the work described in this solicitation. Labor rates should be inclusive of all small equipment, tools, supplies, and materials necessary for the employee to perform the tasks assigned, including those for communications, personal protective equipment, etc. Labor rates include all costs associated with the use, care, and data management of any approved automated debris management system. Any other out of pocket expenses, such as travel related expenses, meal allowances, or hotel rooms shall be reimbursed at cost and must be pre-approved in writing by the County per RFP Section 2-10.7. Respondent may alter the categories listed below or propose a different form of contract (e.g., unit rates) as an alternative. Rates for large equipment (i.e., equipment powered by fuel) may be separately listed. All equipment rates should be inclusive of costs associated with ownership and operation of equipment (including overhead, maintenance, lubrication, fuel, etc.), with the exception of operator labor. The County will pay only for time that equipment is actually in use and will not pay for stand by time. The County reserves the right to select the proposal that it deems most advantageous to the County, in its sole discretion, based on the evaluation factors as described in this RFP.

Position	Hourly Rates**
Project Manager	$ 89.00
Supervising Monitor	$ 79.00
Loading Site Monitor	$ 39.00
TDSRS Site Monitor	$ 39.00
Roving Monitor	$ 39.00
GIS Specialist	$ 69.00
Administrative Support/Data Entry	$ 29.00
Debris Management Consultant	$ 105.00
Data Manager	$ 79.00
	$
	$
	$
	$
	$

Includes all costs, overhead and profit, also includes all lodging, transportation, and meals.

Identify added value benefits (pro bono) related to debris monitoring that your firm will provide. Item/Description: True North's commitment to our clients is evident in the added value benefit of no cost yearly planning and training to St. Lucie County. This includes a comprehensive review of the existing Disaster Debris Management plan with recommendations for additions and improvements as well as a half day training session to be held on premise for the County. This will ensure the County and its departments are trained and prepared in the event of a debris generating disaster. Additionally, ADMS ticketing will be provided to the County at no charge.

Describe processes in place or methods used to ensure hours worked are reasonable and not inflated (attach additional pages, if necessary): True North will coordinate work schedules with contractors 24 hours in advance and provide work schedules to the County's Authorized Representative Accurate scheduling is critical to ensure adequate monitoring is provided to document debris removal without the unneeded cost of excess monitors. Realistic schedules are also necessary to allow the County to track and oversee the project effectively. Monitors and contractors will be expected to follow these these schedules to ensure efficient, and effective project performance. In order to control costs and save public money, True North is diligent in minimizing hours spent on monitoring activities. We will consult with the County on staffing and work planning, with the County having final say on staffing levels.

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown above all of the services specified in the RFP document, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

The Board of County Commissioners reserves the right to waive any informalities or minor irregularities, reject any and all bids/Proposals which are incomplete, conditional, obscure, or which contain additions not allowed for, accept or reject any bid/Proposals in whole or in part with or without cause, and accept the bid/RFP which best serves the County.

True North Emergency Management, LLC Name of Firm	2501 Avenue J, Suite 120 Address
 Authorized Signature	Arlington, TX 76006 City, State, Zip Code
Vice President / Program Manager Title	(817) 548-0696 Phone
May 19, 2020 Date Signed	derrick.tucker@neel-schaffer.com E-mail

VENDOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Pursuant to § 287.135, Florida Statutes, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with St. Lucie County for goods or services if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company: (1) is on the Scrutinized Companies that Boycott Israel List, created pursuant to § 215.4725, Florida Statutes, or is engaged in a boycott of Israel; (2) is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to § 215.473, Florida Statutes; or (3) is engaged in business operations in Cuba or Syria.

If the bidder or contractor is found to have falsified the attached affidavit, the Board of County Commissioners of St. Lucie County may terminate the contract or reject the bid.

STATE OF ~~FLORIDA~~ TEXAS

COUNTY OF TARRANT

BEFORE ME, the undersigned authority, personally appeared

Derrick Tucker, PE, who, being by me first duly sworn, made the following statement:

1. The Business address of (name of bidder or contractor) is:
   2501 Avenue J, Suite 120, Arlington, TX 76006

2. My relationship to True North Emergency Management, LLC (name of bidder or contractor) is Vice President / Program Manager (relationship such as sole proprietor, partner, president, vice president).

3. I understand that "Boycott of Israel" has the same meaning as defined in § 215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

5. True North Emergency Management, LLC (name of the bidder or contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to § 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
6. True North Emergency Management, LLC (name of the bidder or contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to § 215.473, Florida Statutes.
7. True North Emergency Management, LLC (name of the bidder or contractor) is not engaged in business operations in Cuba or Syria.

Signature

Sworn to and subscribed before me in the state and county first mentioned above on the

19th day of May, 2020.

Notary Public

My commission expires: 02/02/2023

(AFFIX SEAL or STAMP)

TRACY ENLOW
Notary Public, State of Texas
Comm. Expires 02-02-2023
Notary ID 125989270

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(This form MUST be submitted with each bid or offer exceeding $100,000)

The undersigned Proposer certifies, to the best of his or her knowledge, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Consultant, True North Emergency Management, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Proposer's Authorized Official

Derrick Tucker, PE, Vice President / Program Manager
Name of Title of Proposer's Authorized Official

May 19, 2020
Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION

By signing and submitting this proposal, the Proposer (referred to herein as the "prospective lower tier participant") is providing the certification set out below.

(1) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

(2) The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous because of changed circumstances.

(3) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

(4) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

(5) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(6) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-Procurement Programs.

(7) Nothing contained in the foregoing shall be construed to require the establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant are not

required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(8) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

(9) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(10) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature of Proposer's Authorized Official

Derrick Tucker, PE, Vice President / Program Manager
Name and Title of Proposer's Authorized Official

May 19, 2020
Date

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

ADDENDUM No. 1

RF9 No. 20-037
Disaster Debris Monitoring Management & Consulting Services

March 17, 2020

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project, and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

CHANGE:

The due date for RFP No. 20-037 has been changed to:

Wednesday, April 15, 2020 at 4:00 p.m.

Please sign and return by e-mail to ciminod@stlucieco.org or fax to (772) 462-1704.

Name of Firm: True North Emergency Management, LLC

Signature: _____

Date: May 14, 2020

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

ADDENDUM No. 2

RFP No. 20-037
Disaster Debris Monitoring Management & Consulting Services

March 17, 2020

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project, and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

Change:

Due to State of Emergency of COVID-19 (Coronavirus), RFP No. 20-037 has been suspended indefinitely. When the State of Emergency has been lifted all Planholder's will be notified of the new due date for this RFP.

Please sign and return by e-mail to ciminod@stlucieco.org or fax to (772) 462-1704.

Name of Firm: True North Emergency Management, LLC

Signature: _____

Date: May 14, 2020

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

ADDENDUM No. 3

RFP No. 20-037
Disaster Debris Monitoring Management & Consulting Services

May 4, 2020

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project, and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

CHANGE:

The due date for RFP No. 20-037 has been changed to:

Wednesday, May 20, 2020 at 4:00 p.m.

Due to COVID-19, Responses to RFP No. 20-037 must be delivered to St. Lucie County Purchasing via US Mail, UPS or Federal Express. Please make sure that your submittal is received by the above date and time when submitting.

Please sign and return by e-mail to ciminod@stlucieco.org or fax to (772) 462-1704.

Name of Firm: True North Emergency Management, LLC

Signature: _____

Date: May 14, 2020

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

ADDENDUM No. 4

RFP No. 20-037
Disaster Debris Monitoring Management & Consulting Services

May 7, 2020

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project, and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

Q1: Due to requirements for social distancing, would the County consider accepting electronic submissions in lieu of hand-delivered or mailed copies?

A1: No electronic or hand delivered cannot be accepted at this time. Proposals can only be submitted via US mail, Fed-ex or UPS. Please see Addendum No. 3.

Q2: Page 24, Part III of the RFP (section 3-2.4, item 4) states that the proposer must "*identify any modification your firm would require to the enclosed sample agreement prior to execution,*" but no sample agreement was provided. Will the County provide a sample agreement for proposers to review prior to award?

A2: A draft contract has been included with this addendum.

Q3: Is the County open to negotiating the terms and conditions of the agreement with the awarded proposer/contractor?

A3: Yes, on a very limited basis. There are certain terms and conditions in our contracts we cannot revise.

Please sign and return by e-mail to ciminod@stlucieco.org or fax to (772) 462-1704.

Name of Firm: True North Emergency Management, LLC

Signature: _____

Date: May 14, 2020

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

ADDENDUM No. 5

RFP No. 20-037
Disaster Debris Monitoring Management & Consulting Services

May 8, 2020

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project, and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

Q1: The Price Proposal Form on page 26 of the RFP states, "daily and weekly rates shall be based on 12-hour days, seven days per week." However, the positions listed do not typically require equal working hours to perform the scope of work described in the RFP. Will the County consider reissuing the Price Proposal form to reflect weighted hours or hourly rates only, so proposers may provide a more accurate, estimated fee schedule?

A1: Yes, please see revised Price Proposal form. Please use this form in lieu of the form provided in the RFP document.

Please sign and return by e-mail to ciminod@stlucieco.org or fax to (772) 462-1704.

Name of Firm: True North Emergency Management, LLC

Signature: _____

Date: May 14, 2020

RFP No. 20-037

Disaster Debris Monitoring Management and Consulting Services

Due Date: Wednesday, April 1, 2020
Due Time: 3:00 P.M.

St. Lucie County
Purchasing Department
2300 Virginia Avenue, Room 228
Ft. Pierce, FL 34982-5652
(772) 462-1700

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

REQUEST FOR PROPOSALS

Sealed Proposals will be received at the Purchasing Department, 2300 Virginia Avenue, Fort Pierce, FL 34982, until **3:00 P.M.** local time on **Wednesday, April 1, 2020,** for the following:

RFP No. 20-037
Disaster Debris Monitoring Management and Consulting Services
Solid Waste

RFP documents may be obtained via download from www.DemandStar.com or by contacting the Office of the Purchasing Division at 2300 Virginia Avenue, Fort Pierce, Florida, 34982, (772) 462-1700.

Proposals may be either mailed or hand delivered to the Purchasing Department, 2300 Virginia Avenue, 2nd Floor, Room 228, Fort Pierce, FL 34982. Any proposals received after the above stated time will be returned to the bidder unopened.

The Board of County Commissioners reserves the right to waive any informalities or minor irregularities; reject any and all bids/proposals which are incomplete, conditional, obscure, or which contain additions not allowed for; accept or reject any bids/proposal in whole or in part with or without cause; and accept the bid/proposal which best serves the County.

For Bids, RFP's, Bid Results and other information visit the St. Lucie County Purchasing Web Site at: www.co.st-lucie.fl.us

St. Lucie County is an Equal Opportunity/Affirmative Action Employer.

CAUTION: *It is the bidder's/proposer's responsibility to ensure that bids/proposals are received in the Purchasing Department prior to the date and time specified above. Receipt of a bid/proposal in any other County office does not satisfy this requirement.*

Board of County Commissioners
St. Lucie County, Florida
By: Desiree Cimino, Purchasing Manager

Publish: Sunday, March 1, 2020

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GENERAL INFORMATION

PART I

1-1 DEFINITIONS

For the purposes of this Request for Proposals ("RFP"), proposer shall mean contractors, consultants, respondents, organizations, firms, or other persons submitting a response to this Request for Proposals.

1-2 INVITATION TO PROPOSE; PURPOSE

The Board of County Commissioners, St. Lucie County, Florida (the "Board") solicits proposals from responsible proposers to provide "**Disaster Debris Monitoring Management and Consulting Services**" for St. Lucie County.

1-3 ISSUING OFFICE AND LOCATION OF PROPOSAL OPENING

St. Lucie County Purchasing Department
Administration Annex, Room 228
2300 Virginia Avenue, Fort Pierce, Florida 34982

1-4 CONTRACT AWARDS

The Board anticipates entering into a continuing contract with a termination clause with the proposer(s) who submits the proposal judged by the Board to be most advantageous to the County. The County anticipates awarding one (1) primary contract and up to three (3) additional contracts, but reserves the right to award more if in its best interest. The County's debris removal contractor, or any of its affiliates, will be prohibited from submitting a bid in response to this RFP.

The proposer understands that this RFP does not constitute an agreement or a contract with the proposer. An official contract or agreement is not binding until proposals are reviewed and accepted by the Board and a written agreement, or contract is approved by both the Board and the successful proposer(s).

1-5 DEVELOPMENT COSTS

Neither the Board nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

1-6 INQUIRIES/INTERPRETATIONS

The County will not respond to oral inquiries. Proposers may mail or fax written inquiries for interpretation of this RFP to:

Desiree Cimino
St. Lucie County Purchasing Department
Administration Annex, Room 228

2300 Virginia Avenue, Fort Pierce, Florida 34982.
(772) 462-1704 (Fax)
E-mail: ciminod@stlucieco.org

The County will respond to written inquiries if received at least 7 working days prior to the date scheduled for receiving the bid/proposals.

The County will record its responses to inquiries and any supplemental instructions in the form of a written addendum. If addenda are issued, the County **will make every attempt to issue such** addenda at least 5 working days before the date fixed for receiving the proposals. This will be adhered to even if the opening date must be postponed in order to observe the time requirements. **Written addenda will be sent to all appropriate planholders.** No interpretation shall be considered binding unless provided in writing by St. Lucie County.

1-7 SITE VISITATIONS- N/A

1-8 TIMETABLES

The Board and the proposers shall adhere to the following schedule in all actions concerning this RFP.

1-8.1 From opening time, the Board and County staff will review and evaluate the proposals on a timely basis.

1-8.2 The Board may enter into a contract after conducting negotiations and obtaining appropriate approvals. The County may notify unsuccessful proposers at this time.

1-9 DELAYS

The County may delay scheduled due dates if it is to the advantage of the County. The County will notify proposers of all changes in scheduled due dates by written addenda.

1-10 PROPOSAL SUBMISSION AND WITHDRAWAL

The County will receive proposals at the following address:

St. Lucie County Purchasing Department
Administration Annex
2300 Virginia Avenue, Room 228
Fort Pierce, Florida 34982

To facilitate processing, please mark the outside of the envelope with the **RFP No. 20-037 Disaster Debris Monitoring Management and Consulting Services,** next to the vendor name and address.

Proposers shall submit 8 proposals, **one marked original on the outside with an original signature inside, one electronic copy on USB/Flash drive** and 6 hard copies. All proposals shall be submitted in a sealed package marked as

noted above. The proposer may submit the proposal in person, courier or by mail.

Proposers may withdraw their proposals by notifying the County in writing at any time prior to the opening. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity and provide a signed receipt for the proposal.

Proposals, once opened, become the property of the County and will not be returned to the Proposers. Upon opening, proposals become "public records" and shall be subject to public disclosure in accordance with Chapter 119, Florida Statutes.

Telephone confirmation of timely receipt of the proposal may be made by calling (772) 462-1700 before proposal opening time. Proposals received after the established deadline will be returned unopened to the proposer.

1-11 IRREGULARITIES; REJECTION OF PROPOSALS

Proposals not meeting stated minimum terms and qualifications may be rejected by the County as non-responsive or irregular. However, the County reserves the right to waive any irregularities, technicalities or informalities in any proposal. The County reserves the right to allow for the clarification of questionable entries and for the correction of typographical and mathematical errors, reject the proposal of any proposer in arrears or in default upon any debt or contract to the Board of County Commissioners of St. Lucie County or who have failed to perform faithfully any previous contract with the County or with other governmental jurisdictions. The County reserves the right to reject any or all proposals without cause.

1-12 ADDENDA

If revisions become necessary, the County will provide written addenda at least five working days prior to the opening date to all proposers who receive the RFP. This will be adhered to even if the opening date must be postponed in order to observe the time requirements. Any changes to the RFP will be made available for all prospective proposers to receive. Although we will make an attempt to notify you of the addendum, it is the sole responsibility of the proposer to ensure it is received.

1-13 EQUAL OPPORTUNITY

The County recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women business enterprises.

Further, for contracts funded in whole or in part with Federal funding's, the regulation at 2 C.F.R. § 200.321 requires, where subcontracting is permitted, contractors to take the following affirmative steps:

I. Solicitation Lists. The Contractor must place small and minority businesses and women's business enterprises on solicitation lists.

II. Solicitations. The Contractor must assure that it solicits small and minority businesses and women's business enterprises whenever they are potential sources.

III. Dividing Requirements. The Contractor must divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises.

IV. Delivery Schedules. The Contractor must establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises.

V. Obtaining Assistance. The Contractor must use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The County requests minority and women business enterprises to submit evidence of such classification with their proposals.

1-14 ORAL PRESENTATION

At their discretion, the County may require any proposer to make an oral presentation of the proposal. These presentations provide an opportunity for the proposer to clarify the proposal for the County. The County will schedule any such presentations.

1-15 INSURANCE

The proposer, if awarded a contract, shall maintain insurance coverage reflecting the minimum amounts and conditions required by the County as follows:

Worker's Compensation
$500,000 by accident - each accident
$500,000 by disease - each employee
$500,000 by disease - policy limit

Commercial General Liability
$1,000,000 per occurrence
$2,000,000 per job aggregate

Commercial Auto Liability
Combined Single Limit, Bodily Injury/Property Damage
$1,000,000

Professional Liability
$1,000,000 aggregate

1-16 LOBBYIST DISCLOSURE REQUIREMENT

Pursuant to Article IV of Chapter 1-2 of the Code of Ordinances of St. Lucie County, Florida, any professional consultant who utilizes the services of a

lobbyist as defined in Section 1-2-62 is required to make full disclosure with the Clerk of the Board prior or concurrently with the submission of a proposal to the Board for the performance of any services for the Board. Such disclosure shall include the following:

1-16.1 The name of any lobbyist employed directly or indirectly by the consultant for the purpose of influencing or attempting to influence the selection of the professional consultant by the Board.

1-16.2 The name and address of the lobbyist.

1-16.2 The length of such agreement, contract or understanding and the amount of any fee, gratuity, compensation or consideration paid or promised to be paid to the lobbyist either before or after hiring whether or not same is set out as compensation for the lobbying or is for other services.

The disclosure shall be filed with the Clerk on forms provided by the Board and such records shall be open to the public.

Additionally, Proposers shall submit the required certification as laid out in 31 U.S.C. § 1352 and provided as Tab F of this RFP. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

1-17 FEASIBILITY STUDIES

The County has established a policy that any professional consultant that contracts with the County as an advisor as to the feasibility of any County capital project, shall not be eligible to participate in any future design work on that project that might become necessary as a result of the consultant's advice. The Board of County Commissioners (the "Board") may determine to waive this policy by majority vote if the Board determines that there is a compelling reason to waive the policy.

1-18 PUBLIC ENTITY CRIME STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the County, may not submit a bid on a contract to the County for the construction or repair of a public building or public work, may not submit bids on leases of real property to the County, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of $10,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

The County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The County shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the County.

1-19 Suspension and Debarment Certification

Any contract entered into as a result of this RFP is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Proposer is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Proposer must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification provided at Part III, Tab F is a material representation of fact relied upon by the County. If it is later determined that the Proposer did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. The Proposer must execute the required Suspension/Debarment Certification as identified in Part III, Tab F.

STATEMENT OF WORK

PART II

2-1 Acronyms / Abbreviations Used in This Statement of Work:

2-1.1 County: St. Lucie County
2-1.2 FEMA: Federal Emergency Management Agency
2-1.3 FHWA: Federal Highway Administration
2-1.4 OSHA: Occupational Safety and Health Administration
2-1.5 RFP: Request for Proposal
2-1.6 TDSRS: Temporary Debris Storage Reduction Sites

2-2 General:

2-2.1 Hurricanes, tornadoes, and other natural and manmade events frequently produce substantial volumes of debris, creating hazardous conditions that impact public health, welfare, and safety by obstructing roads, by creating obstacles to safe passage of emergency and essential pedestrian and vehicular traffic, and by notably increasing potential exposure to fire and hazardous materials. Debris refers to items and materials broken, destroyed or displaced by a natural or man-made federally declared disaster. Examples of debris include, but are not limited to: vegetative debris, construction and demolition debris, and personal property. To mitigate the hazardous conditions, it is mandatory that there be an early, safe and rapid response to restoring safe and economically viable conditions by the removal of the debris in a prompt and environmentally protective manner

2-2.2 To assist in debris collection during disaster response, St. Lucie County seeks to establish contractual arrangements with at least one (1) primary and up to three (3) additional Proposer(s), to provide management services and technical assistance in regard to the monitoring of disaster debris collection on an as-needed basis. The initial term of the Contract shall be for three (3) years and may be extended for two (2) one (1) year terms at the same prices and conditions, by mutual agreement. The County reserves the right to award more contracts if in its best interest.

2-2.3 The County will assign a Debris Manager to the debris collection/management project and will establish and staff a Debris Management Center. The Debris Management Center will provide a site for overall coordination of the project with the Proposer(s) and local, State, and Federal agencies. Authorized local, State, and Federal agencies will also provide staff to the Debris Management Center to assure a proper level of coordination. The Debris Management Center will be the primary point of contact for the Proposer(s).

2-2.4 The response of the selected monitoring Proposer(s) to the disaster recovery process must be immediate, rapid, and efficient with acceptable cost controls, accountability procedures, written reports and submittals to assure that the County shall have the means to be reimbursed for all eligible disaster recovery costs from appropriate Federal, State, and

private agencies. Response will typically be activated only in the event of an emergency and in accordance with an awarded contract. Response activation will be through a Work Authorization.

2-2.5 Within forty-eight (48) hours of the Work Authorization, the Proposer(s) shall provide an adequate number of professionals and qualified personnel to monitor approximately fifteen (15) debris loading sites and four (4) TDSRS. The Proposer(s) shall also provide roving monitors as needed and dictated by demands of the emergency event. The Proposer(s) shall be required to increase its staffing from this point depending upon the severity of the debris-generating event. At a minimum, the Proposer(s) shall be required to have the ability to provide one additional monitor per day if required to meet the needs of the debris haulers.

2-2.6 The Selected Proposer(s) shall be required to replace any debris monitor whose job performance is deemed unsatisfactory at the discretion of the County's Debris Manager.

2-2.7 The Proposer(s) is required to conduct all Debris Monitoring services in compliance with FEMA, FHWA, OSHA, the County, and any other funding agency rules and guidance, as well as Federal laws, regulations, executive orders, and the federal cost principles at 2 C.F.R. Part 200. Selected Proposer(s) shall work closely with the County's Debris Removal Contractor to ensure that all work is FEMA compliant and all documentation is properly obtained, including GPS coordinates and photos. Selected Proposer(s)' failure to utilize federally-approved documentation while performing work may result in nonpayment of services to the Selected Proposer(s) by the County.

2-2.8 The Proposer(s) shall employ and maintain on the work site(s) a qualified accessible project manager(s) or liaison officer(s). At least one (1) accessible and designated project manager or liaison officer in the area of operation shall have full authority to act on behalf of the Proposer(s) and its subcontractors and all communications given to the project manager or liaison officer in writing by the County's authorized representative shall be as binding as if given to the Proposer(s).

2-3 Monitoring Services

Monitoring services to be provided under the proposed contract shall include, but not be limited to following.

2-3.1 The Proposer(s) shall provide assistance in reviewing and developing the County's Debris Management and Removal Plan specific to the emergency event.

2-3.2 The Proposer(s) shall provide training of selected County staff in essential debris management, monitoring, and collection functions to ensure appropriate interface with staff of Debris Collection Contractors and County, State, and Federal agencies.

2-3.3 The Proposer(s) shall provide field monitors at designated locations to ensure that only eligible debris is being removed and to check and verify information on debris removal and at TDSRS located or developed throughout St. Lucie County or the region if necessary as approved by the County.

2-3.4 The Proposer(s) shall provide technical and permitting assistance associated with the need to locate additional TDSRS when requested by the County;

2-3.5 The Proposer(s) shall provide assistance with hiring, scheduling, dispatching, and logistical operations of the field monitors assigned to work areas of storm debris collection. This assistance will include, but not be limited to:

- Recruiting, hiring, training, deploying, and supervising properly equipped monitors;
- Establishing daily schedules for monitors;
- Monitoring and recording the volumetric measurement (cubic yards or gross empty weight) of each truck that is added into service;
- Maintaining records of contract hauler's trucks, to include cubic yardage or loaded weight, time in and time out, number of loads per day, and other data as requested by designated County staff or as required by State, Federal, or other involved agencies;
- Determining truck assignments and providing the necessary vehicle decals or placards for ease of identification and tracking;
- Coordinating with County personnel to respond to problems in the field to include residential and commercial property damage claims in the process of debris removal;
- Establishing a telephone claim reporting system with a local or toll free number and provide staff for the professional management of receiving complaints, inquiries, and/or damage claims;
- Investigating and documenting damage or other claims;
- Surveying the affected areas for special situations or emergent needs to include, but not be limited to, identifying tree stumps and the management of root balls and associated cavities, hazardous trees (including leaners and hangers), construction and demolition debris, or other potentially hazardous situations;
- Maintaining a list of potentially hazardous locations and situations, coordinating and tracking the appropriate dispatch of staff and equipment to remediate the hazard, and making frequent reports to the County regarding the hazard, remedial action, and post-event status;
- Recording on a map the streets where debris has been collected;
- Performing other duties as directed by designated County personnel.

2-3.6 The Proposer(s) shall collect baseline environmental data according to local, State, and Federal agency requirements from the designated TDSRS prior to the opening of these sites.

2-3.7 The Proposer(s) shall assist the County in obtaining necessary local, State, and Federal permits for the designated TDSRS.

2-3.8 The Proposer(s) shall conduct ongoing environmental data collection per local, State, and Federal requirements for the designated TDSRS, per event or as per the Work Authorization.

2-3.9 The Proposer(s) shall provide technical, clerical, and information technology consultation assistance to the County in completing any and all forms necessary for reimbursement of fees and costs from local, State, or Federal agencies, including FEMA of the Department of Homeland Security, the State of Florida, the FHWA, the Department of Housing and Urban Development, or private insurance carriers relating to eligible costs arising out of the disaster recovery effort. This may include, but is not limited to, the timely and accurate completion and submittal of reimbursement requests; preparation and submittal of any and all necessary cost documentation and substantiations; assisting with the preparation of replies to any and all agency requests, inquiries, or potential denials; and assisting in the preparation of potential decision appeals.

2-3.10 The Proposer(s) shall review and validate Debris Removal Contractor(s) invoices prior to submission to the County for processing.

2-3.11 The Proposer(s) shall assist County staff in conducting an annual tabletop exercise(s) to determine the adequacy of the Emergency Debris Management Plan and related process.

2-4 Personnel

The Debris Monitoring Team to be provided by the Proposer(s) shall include, but not be limited to, the following positions.

2-4.1 Project Manager / Liaison Officer: The primary functions of the Project Manager / Liaison Officer shall be to manage and supervise the debris monitoring services provided by the Proposer(s) and to serve as liaison between the Debris Manager and the Proposer(s).

2-4.2 Supervising Monitors: The functions of the Supervising Monitors shall be the following:

- Verify that only eligible debris is being removed from designated public rights-of-way and public property within assigned debris pickup zones;
- Verify adequate photographic documentation of hazardous trees (leaners and hangers);
- Coordinate activities between monitors;
- Provide breaks to monitors;
- Coordinate, research, and make recommendations on damage claims to the Debris Manager;
- Maintain positive public relations in regard to individual complaints;
- Compile and complete necessary reports;
- Investigate and resolve complaints of residents within the limits of the contract;
- Coordinate daily with the Debris Hauler;
- Coordinate daily operations of monitors.

2-4.3 Loading Site Monitors: The primary functions of the Loading Site Monitors are to complete and issue debris load tickets for eligible debris cleared and removed at locations designated by the Debris Management Center and to verify that only eligible debris is being removed from designated eligible sites within assigned debris pickup zones in St. Lucie County. The loading site monitor shall also photographically document hazardous trees (leaners and hangers).

2-4.4 Management Site Monitors: The primary function of the Management Site Monitors is to complete the load ticket and estimate volumes that have been transported to the debris management site for processing, storage, and disposal. Management Site Monitors shall also verify that all trucks leaving the TDSRS have completely emptied all debris from the trucks.

2-4.5 Roving Monitors: The function of the Roving Monitors is to verify that only eligible debris is being removed from eligible property within assigned debris pickup zones in St. Lucie County. The Roving Monitors shall also photographically document hazardous trees (leaners and hangers). The use of Roving Monitors will be at the request of the County, if the County feels they are needed.

2-4.6 Debris Management Consultant

2-4.6.1 The Proposer(s) shall provide, if requested by the County, the services of an experienced professional (Consultant) to assist the County in the operations and coordination of activities at the Debris Management Center. The qualified individual must have direct debris management experience including the management of debris removal operations, the oversight of temporary debris storage and reduction sites, debris recycling and disposal. Emphasis on management and coordination of post debris-causing event recovery and FEMA reimbursement guidelines are required.

2-4.6.2 The Consultant shall report to the Debris Manager. The Consultant shall perform work as assigned which may include but not be limited to review of plans and procedures; drafting task orders, work plans and reports; audit of Debris Removal Contractor efforts and operations; develop information for public dissemination on debris removal; reduction and disposal; and other duties as assigned.

2-4.6.3 The Debris Manager will issue a task order to mobilize the Proposer to provide the Consultant. The Consultant shall be available on site at the Debris Management Center for a minimum of two (2) weeks following mobilization. The Debris Manager shall establish the service requirements and length of time those services are needed based on needs of the County.

2-5 Employment Requirements

2-5.1 All Loading Site, Management Site, Roving, and Supervising Monitors must speak English, be a minimum of eighteen (18) years of age, and have a valid driver's license issued in the United States.

2-5.2 All Loading Site, Management Site, Roving, and Supervising Monitors must have experience in at least one of the following: , solid waste site operations, construction inspector, land clearing operations, , solid waste collections, previous similar monitoring or inspection experience.

2-5.3 All Loading Site, Management Site, Roving, and Supervising Monitors must be capable of working in an outside environment and be able to climb a staircase or ladder of ten (10) feet high.

2-5.4 All Loading Site, Management Site, Roving, and Supervising Monitors must attend a one-half (½) day debris monitor training session to be conducted at a location specified by the Debris Manager before the start of the first shift. Training will be the responsibility of the Proposer(s) and must be approved by the County.

2-6 Operational Requirements

2-6.1 General Operating Procedures: The County has contracts to remove and transport disaster debris from the public access roadways, rights-of-ways and public property within St. Lucie County to designated TDSRS. Each load of eligible debris shall be tracked using a multi-page load ticket or electronically. The Debris Hauler or the Debris Management Center shall provide the load tickets to be used. The load tickets shall be inventoried and logged by the Proposer(s).

2-6.2 Within forty-eight (48) hours of the issuance of the Work Authorization, the Proposer(s) shall be prepared to provide qualified on-site personnel to monitor debris removal operations at up to fifteen (15) debris loading sites located throughout St. Lucie County. Additional sites may be added as debris removal efforts increase. The Proposer(s) must be prepared to provide a minimum of one (1) Loading Site Monitors per site per day at a minimum of a twelve to fourteen (12-14) hour shift, seven (7) days per week. The Debris Manager will determine the exact number and location of loading sites in coordination with the debris removal contractor.

2-6.3 Within forty-eight (48) hours of the issuance of the Work Authorization, the Proposer(s) shall be prepared to provide qualified, on-site personnel to monitor debris receiving operations at up to four (4) TDSRS located throughout St. Lucie County. Additional sites may be added as debris removal efforts increase. The Proposer(s) must be prepared to provide a minimum of two (2) Debris Management Site Monitors per site per day at a minimum of a twelve to fourteen (12-14) hour shift, seven (7) days per week. The Debris Manager will determine the exact number and location of management sites in coordination with the debris removal contractor.

2-6.4 The Proposer(s) must be prepared to provide Roving Debris Monitors as necessary and needed to monitor and verify eligible debris removal functions. The Roving Debris Monitors must be prepared to operate a minimum of twelve to fourteen (12 – 14) hours per day, seven (7) days per week. The Debris Manager will determine the exact number and location of Roving Debris Monitors in coordination with the debris removal contractor and the Proposer(s).

2-6.5 The Proposer(s) shall provide a sufficient number of Supervising Monitors to supervise the work activities of the Debris Loading Site Monitors, the Debris Management Site Monitors, and the Roving Debris Monitors. The Supervising Monitor(s) must be prepared to operate a minimum of fourteen to sixteen (14 – 16) hours per day, seven (7) days per week. Supervising Monitors are generally limited in number. The exact number will be determined by the type of operation and by the Debris Manager with the advice of the Proposer(s) for each specific event. Supervising Monitors will be provided for, but not limited to, the following purposes: One (1) overall supervisor that coordinates with the Debris Manager on a daily basis, one (1) supervisor for each twenty-five (25) monitors and one (1) supervisor to coordinate office activities and supervise and manage damage investigation.

2-6.6 The Proposer(s) shall provide all management, supervision, labor, logistical support, transportation, mobile communications equipment, computer equipment, safety equipment, digital cameras, video cameras, and Automated Debris Management System (ADMS) necessary to initiate and to safely and accurately perform all of the County's debris monitoring activities. Mobile communications equipment shall be sufficient to allow all monitors to remain in contact with dispatch and supervisor(s) at all times.

2-6.7 The Proposer(s) shall maintain and update a log of damages reported, damage corrections, and releases for work by either the property owner or the County.

2-6.8 The Proposer(s) shall maintain and update a log of the tickets inventoried, issued and/or voided.

2-6.9 The Proposer(s) shall maintain and update tower logs of ticket information.

2-6.10 The Proposer(s) shall maintain and update map books issued by the County, marking work complete with date and daily log of activities.

2-6.11 The Proposer(s) shall maintain and update a log of ineligible debris piles.

2-6.12 Monitoring Sites: The Proposer(s) may have Loading Site Monitors stationed at designated "Control Points" chosen by the debris removal contractor and coordinated with the Debris Management Center the day before beginning the work. The "Control Points" must be kept to a management site. The Proposer(s) must be prepared to provide a minimum of one Loading Site Monitors to be stationed at each "Control

Point." As debris loads are completed, the Debris Loading Site Monitor will give the debris load hauler a load ticket that validates where the material originated and that it is eligible for pickup. Load tickets will be issued in accordance with established procedures and at a minimum must contain either a street address or the nearest intersection to be valid. The Debris Management Site Monitor will estimate the volume of debris hauled at the debris management site.

2-7 Safety and Health Standards

2-7.1 Whenever on a loading site or a debris management site, all personnel of the Proposer(s) must wear required safety equipment as necessary to comply with all OSHA, Federal, State, and local requirements. The following are mandatory: hard hat, reflective vest, safety shoes, long pants, appropriate cold or rainy weather clothing, eye and hearing protection.

2-7.2 The Proposer(s) shall maintain a telephone contact list at each loading site and TDSRS of the employees' supervisor, Debris Manager, Debris Management Center and nearest fire, police, and emergency medical facilities.

2-7.3 The Proposer(s) shall ensure that personnel of the Proposer(s) adhere to all appropriate site safety requirements.

2-8 Other Considerations

2-8.1 The Proposer(s) shall supervise and direct all work using qualified labor and proper equipment for all tasks. Safety of the Proposer's personnel and equipment is the responsibility of the Proposer. Additionally, the Proposer shall pay for all materials, personnel, taxes, and fees necessary to perform work under the terms of the proposed contract.

2-8.2 The Proposer(s) must be duly licensed in accordance with federal and state statutory and regulatory requirements to perform the work being sought through this RFP.

2-8.3 The Proposer(s) shall be responsible for determining what licenses, certifications, and permits shall be necessary to perform work under the proposed contract. Copies of all such licenses, certifications, and permits shall be submitted to the Debris Management Center before commencing work.

2-8.4 During the performance of this contract, the Proposer(s) shall be responsible for correcting any notices of violations issued as a result of actions or operations of the Proposer(s) or its subcontractors. Corrections for any such violations shall be at no additional cost to the County.

2-8.5 The Proposer(s) shall be responsible for paying any and all costs associated with violations of law or regulation relative to the activities of the Proposer(s). Such costs might include but are not limited to: site

cleanup and remediation, fines, administrative and civil penalties, and third party claims imposed on the County by any regulatory agency or by any third party as a result of noncompliance with federal, state, or local environmental laws and regulations or nuisance statues by Proposer(s), its subcontractors, or any other persons, corporations or legal entities retained by the Proposer(s) under this contract.

2-8.6 The Proposer(s) must attend all meetings required by Debris Manager to evaluate the performance of all monitors or to discuss any open contract issues.

2-8.7 The Proposer(s) must provide sufficient personnel and management to assure the policies and procedures of work meets the requirements and intent of the proposed contract.

2-8.8 Proposer(s) will supply door hangers and tags for ineligible debris. The County must approve the format for both. Door hangers will be distributed at the discretion of the County for all ineligible debris piles. See Section 2-10.2 for payment information.

2-8.9 The Proposer(s) may be requested to develop a policies and procedures manual and training courses for monitors. The manual and training courses must be approved by the County.

2-8.10 Annually, the debris hauler will present a daylong course in disaster recovery, policies and procedures. The Proposer(s) shall attend and participate in this course.

2-8.11 It shall be the responsibility of the Proposer(s) to certify that the Debris Hauler has collected all eligible debris in accordance with the County, state and federal policies within specified geographical areas. The Proposer(s) shall be financially responsible for costs for collection, disposal and monitoring of all debris found in violation of the certification. For example, if the Proposer certifies that all eligible debris on Street X has been collected and it is subsequently determined that none or a significant amount of the debris on Street X has not been collected, the Proposer(s) shall be financially responsible for those costs incurred by the County to collect uncollected eligible debris on Street X that are not covered by or included within the County's disaster debris contracts.

2-8.12 The Proposer shall not direct the activities of the Debris Hauler unless directed in writing by the Debris Manager.

2-9 Deliverables

2-9.1 At a minimum, the following deliverables (2.9.1.1 through 2.9.1.12) must be provided to the County at the completion of the Work Authorization. However, deliverables shall be in no way limited to the following list. At is sole discretion; the County may add and/or delete deliverables to meet the needs of the County.

2-9.1.1 Original load tickets shall be boxed, bound by date and

sorted by ticket number.

2-9.1.2 Ticket logs including all information from ticket.

2-9.1.3 Daily tower logs.

2-9.1.4 List of all personnel with signatures and initials.

2-9.1.12 Binder(s) with damage reports, completed repairs, and releases if applicable).

2-9.1.13 Binder(s) with issues and final resolution.

2-9.1.14 Map books boxed by pass with daily logs.

2-9.1.15 List of tickets issued to monitors, by monitor, and list of lost/voided tickets.

2-9.1.16 Each debris removal pass may, at the discretion of the County, have a door hanger placed at each residence or street sign hanger placed at key intersections to indicate pickup has occurred. A report describing the location of hangers shall be provided to the County.

2-9.1.17 Each pile of ineligible debris will be tagged and a list compiled and submitted to the County. The County must approve format of the ineligible debris tag.

2-9.1.11 Daily Report -- The Proposer(s) shall prepare and submit daily operational reports throughout the duration of the recovery operations. Daily reports shall document the debris contractors' activities and progress from the previous day and shall be submitted by 10:30 A.M. to the Debris Manager. Each daily report shall contain the following minimum information.

- Correctly and accurately completed load tickets, demonstrating type and amount of debris collected, consistent with all reporting documents;
- The date and times of operation and pick-up and drop-off locations of all debris loading trucks, including truck ID number and capacity and names of truck drivers;
- Reports, maps and graphs to delineate production rates of crews and their equipment, progress by area and estimations of total quantities remaining, time to completion, and daily cumulative cubic yards of debris removed, processed and hauled.

2-9.1.12 **Final** Report -- A final report will be prepared by the Consultant and submitted to the Debris Manager or designee within thirty (30) days of completion of recovery operations. Recovery Operations includes closure and remediation of TDSRS and conclusions of all related operations. At a minimum this report

will include: a discussion of disaster response requirements and results and recommendations for future disaster response.

2-9.2 All deliverables will be submitted both electronically in a PDF format and on paper.

2-10 Payment

2-10.1 The labor rates provided on the Price Proposal Form of all personnel to be provided by the Proposer(s) shall be at the Proposer's standard billing rate.

2-10.2 All labor rates are to be fully burdened to include all taxes, benefits, handling charges, equipment, mileage, rentals, per diem, housing, reproduction, clerical/administrative tasks, record keeping tasks, reporting tasks, quality control, overhead, profits and any other expenses necessary to the execution of a contract to be developed as a result of this RFP. Invoices to be paid based on labor rates must be substantiated with the following (at a minimum):

- a list of personnel assignments, duties, and responsibilities,
- timesheets detailing the personnel performing the work and the date, time, number of hours, and location where the work is performed;
- verification of equipment time (especially as compared to labor time)
- additional documentation such as load tickets and daily reports, as needed.

2-10.3 No administrative, reporting and/or clerical expenses will be paid. Administrative, reporting and/or clerical expenses are to be burdened to labor rates for the Project Manager, Supervising Monitors, Loading Site Monitors, Debris Management Site Monitors, Roving Debris Monitors, and/or the Debris Management Consultant. Billable time shall be limited to hours when debris-hauling trucks are in operation. The Debris Manager shall determine the hours of truck operation and shall specify a starting time for truck operation. The ending time of truck operation shall be determined by the truck load tickets.

2-10.4 All load tickets, forms, reports and other deliverables shall be accurately and correctly submitted in the initial instance of submittal. The Proposer(s) shall not bill and shall not be paid for time spent by any personnel to correct a load ticket, form, report, or other deliverable.

2-10.5 No overtime rates will be paid by the County. The Proposer(s) must comply with all federal and state labor laws, including the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

2-10.6 Payment Schedule - Invoices will be processed for payment only after approval by the Debris Manager. The Proposer(s) shall be responsible for reviewing the debris hauler's deliverables and invoices and certifying their consistency with the Proposer(s)' deliverables and invoices and for resolving any discrepancies that may exist. Approval for payment shall

not be granted until appropriate deliverables are received and determined to be correct, accurate and consistent by the Debris Manager.

2-10.7 Payment of expenses considered incidental to the execution of the proposed contract are the sole discretion of the County. Examples of such expenses include but are not limited to the following: radio and/or television advertising, mass mailings, hanging of doorknockers, and roadside signs. Typically, those expenses related to public information on a countywide basis would be considered incidental. Furthermore, a test the County will use in determining if an expense is considered incidental is how easily the expenses could have been foreseen by the County or Proposer. The more difficult to predict the expense(s), the more likely the expense will be considered incidental to the contract and paid separately from the contract. Issues listed in section 2.8 (other considerations) will not be considered incidental to the contract. For example, tags for ineligible debris would not be considered incidental to the execution of this contract. Proposers may request in writing a predetermination of whether an anticipated cost(s) is incidental prior to submitting their bid in accordance with standard bidding procedures. The County reserves the right to be the sole judge in determining if an expense is considered incidental to the execution of this contract.

2-11 Project Completion – The project will be considered completed when the Debris Manager accepts all work specified under this contract has been completed to his/her satisfaction and all eligible debris has been picked up within the jurisdictions of the County, and all damage and issues relating to the hurricane recovery have been resolved, and any TDSRS have been restored to their original condition or at the sole discretion of the Debris Manager to meet the needs of the County.

INSTRUCTIONS FOR PREPARING PROPOSALS

PART III

3-1 RULES FOR PROPOSALS

The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

3-2 PROPOSAL FORMAT

Proposers shall prepare their proposals using the following format:

3-2.1 *Letter of Transmittal: – Tab A*

This letter will summarize in a brief and concise manner, the proposer's qualifications. An official authorized to negotiate for the proposer must sign the Letter of Transmittal. The letters should not exceed one page in length.

3-2.2 Firm Qualifications: - Tab B

1. Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.

2. Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Proposer's ability to complete the project.

3. Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project.

4. Describe the firm's experience in filing and receiving Federal and State reimbursements.

5. List of current and future debris management contractual obligations with their current status and projected termination dates. Explain how you will manage these contracts and still meet the requirements of the County's Contract.

6. Explain history of FEMA reimbursements, including;
    a. Closed, active, pending FEMA disputes, audits or lawsuits.
    b. Explanation of unrecovered FEMA reimbursements.

7. Demonstrate that the Proposer has experience performing work as a primary consultant on Disaster Debris Monitoring projects exceeding one million dollars ($1,000,000) per event.

8. Provide an organizational structure of firm; chain of command, organizational and procedural graphics.

9. Identify subcontractors and subconsultants by company name, address, contact person, telephone number and project function. Describe Proposer's experience working with each proposed firm.

10. Provide list of all government agencies for which the Proposer provided emergency disaster recovery services within the last six (6) years. Provide project/event title and brief description

of the work completed, and whether it was as prime consultant or as subconsultant. Proposer should note whether it was part of a joint venture and, if so, whether your firm was prime or secondary consultant.

11. List of all pending lawsuits involving the corporation, partnership or individuals with more than ten percent (10%) interest that are related to the services to be provided under this RFP.

12. List of all judgments from lawsuits in the last three (3) years involving the corporation, partnership or individuals.

13. Identify any issues or concerns of significance that may be appropriate.

14. Provide as a minimum four (4) references for related experience on the enclosed Reference Form. Contact information provided must be accurate and current.

3-2.3 Staff Experience: - Tab C

1. Provide education, experience, and applicable professional credentials of project staff. Proposer will provide experienced staff. Certification or active involvement with disaster preparedness agencies is highly desirable such as: NIMS certification, FEMA Region IV, FEMA National Advisory Council, FEMA National Training Programs (NTP), FEMA Center for Domestic Preparedness (CDP), FEMA Emergency Management Institute (EMI), Florida State Emergency Response Team (SERT), and/or Florida Governor's Hurricane Conference training/instructor.

2. Provide resumes (not more than one (1) page each) of the Project Manager and key persons to be assigned to the contract with emphasis on their experience with similar work.

3. Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work.

4. Detail the ability and experience of the field staff in the performance of said services.

5. Include a project organization chart which clearly delineates communication/reporting relationships among the project staff for Office Staff and On-site Staff.

6. Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the County.

7. Briefly describe the number of employees and supervisors available for this contract and the firm's ability to secure subcontractors, if necessary.

8. Identify location of the office responsible for this project, the contact person and supervisory personnel who will work on the project, including the relative experience of all professionals proposed for use on the team in the planning and administration of the project.

3-2.4 Project Approach and Understanding: Tab D

1. The Operational Plan shall clearly address all aspects of the services proposed; including debris monitoring services, pre-planning services, operating plan, mobilization timeframes, staffing, management, employee training, documentation procedures, quality assurance, quality control, customer service plans, onsite emergency response and communications, assistance with FEMA Reimbursement, etc.

2. Describe the approach to completing the tasks specified in the Scope of Services and clearly

describe all aspects of the proposed plan of action for the County.

3. Include a statement indicating ability to begin work with minimum notice. Proposer may also propose procedural or technical enhancements/innovations to the Scope of Services which do not materially deviate from the objectives or required content of the Scope of services.

4. Identify any modifications your firm would require to the enclosed sample agreement prior to execution.

3-2.5 Cost Proposal: Tab E

The proposal shall complete the enclosed Price Proposal Form. Labor rates are to be quoted on a fully-burdened basis, incorporating direct labor cost, indirect cost and profit.

3-2.6 Additional Data: Tab F

Completed Certification Regarding Prohibition against Contracting with Scrutinized Companies
Completed Certification Regarding Lobbying
Completed Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion

EVALUATION OF PROPOSALS

PART IV

4-1 EVALUATION METHOD AND CRITERIA

A. General: The County shall be the sole judge of its own best interests, the proposal, and the resulting negotiated agreement. The County reserves the right to investigate the financial capability, reputation, integrity, skill, business experience and quality of performance under similar operations of each proposer, including stockholders and principals before making an award. Awards, if any, will be based on both an objective and subjective comparison of Proposals and Proposers. The County's decisions will be final.

The County's evaluation criteria will include, but shall not be limited to, consideration of the following:

POINT SYSTEM FOR SHORT LISTING AND FINAL SELECTION OF FIRMS

Evaluation Criteria	*Evaluation Points Maximum*
Firm qualifications (Section 3-2.2)	*25*
Staff and Availability (Section 3-2-3)	*25*
Project Approach & Understanding (Section 3-2-4)	*25*
Cost Proposal (Section 3-2.5)	*25*

PRICE PROPOSAL FORM

RFP No. 20-037
Disaster Debris Management & Consulting Services

Proposer must submit the following prices for the work described in this solicitation. Labor rates should be inclusive of all small equipment, tools, supplies, and materials necessary for the employee to perform the tasks assigned, including those for communications, personal protective equipment, etc. Labor rates include all costs associated with the use, care, and data management of any approved automated debris management system. Any other out of pocket expenses, such as travel related expenses, meal allowances, or hotel rooms shall be reimbursed at cost and must be pre-approved in writing by the County per RFP Section 2-10.7. Respondent may alter the categories listed below or propose a different form of contract (e.g., unit rates) as an alternative. Rates for large equipment (i.e., equipment powered by fuel) may be separately listed. All equipment rates should be inclusive of costs associated with ownership and operation of equipment (including overhead, maintenance, lubrication, fuel, etc.), with the exception of operator labor. The County will pay only for time that equipment is actually in use and will not pay for stand by time. The County reserves the right to select the proposal that it deems most advantageous to the County, in its sole discretion, based on the evaluation factors as described in this RFP.

Daily and weekly rates shall be based on 12-hour days, seven days per week.

Position	Hourly Rate	Daily Rates	Weekly Rates
Project Manager	$	$	$
Supervising Monitor	$	$	$
Loading Site Monitor	$	$	$
TDSRS Site Monitor	$	$	$
Roving Monitor	$	$	$
GIS Specialist	$	$	$
Administrative Support/Data Entry	$	$	$
Debris Management Consultant	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$

	$	$	$
	$	$	$

Identify added value benefits (pro bono) related to debris monitoring that your firm will provide. Item/Description:_____

_____

_____

_____

_____

Describe processes in place or methods used to ensure hours worked are reasonable and not inflated (attach additional pages, if necessary):_____

_____

_____

_____

_____

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown above all of the services specified in the RFP document, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

The Board of County Commissioners reserves the right to waive any informalities or minor irregularities, reject any and all bids/Proposals which are incomplete, conditional, obscure, or which contain additions not allowed for, accept or reject any bid/Proposals in whole or in part with or without cause, and accept the bid/RFP which best serves the County.

_____
Name of Firm

_____
Address

_____
Authorized Signature

_____
City, State, Zip Code

_____
Title

(_____) _____ - _____
Phone

_____
Date Signed

_____
E-mail

PROPOSER INFORMATION

Communications concerning this proposal shall be addressed to:

Company Name			
Tax ID Number		**W-9**	**Attached**
License #'s		**Sunbiz Detail by Entity Name**	**Attached**
Prior Firm Names		**Years in Business**	
Contact Name		**Phone Number**	
Title		**Email**	
Address			
List of Owners			

The following addenda are hereby acknowledged:

Addendum Number	Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Reference Form (duplicate, as necessary)

Entity/Client			
Location		Event/year	
Client Contact Name		Phone Number	
E-mail			
Description of Services			

Entity/Client			
Location		Event/year	
Client Contact Name		Phone Number	
E-mail			
Description of Services			

Entity/Client			
Location		Event/year	
Client Contact Name		Phone Number	
E-mail			
Description of Services			

Entity/Client			
Location		Event/year	
Client Contact Name		Phone Number	
E-mail			
Description of Services			

VENDOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Pursuant to § 287.135, Florida Statutes, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with St. Lucie County for goods or services if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company: (1) is on the Scrutinized Companies that Boycott Israel List, created pursuant to § 215.4725, Florida Statutes, or is engaged in a boycott of Israel; (2) is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to § 215.473, Florida Statutes; or (3) is engaged in business operations in Cuba or Syria.

If the bidder or contractor is found to have falsified the attached affidavit, the Board of County Commissioners of St. Lucie County may terminate the contract or reject the bid.

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared

_____, who, being by me first duly sworn, made the following statement:

1. The Business address of (name of bidder or contractor) is:_____

   _____

2. My relationship to _____(name of bidder or contractor) is_____(relationship such as sole proprietor, partner, president, vice president).

3. I understand that "Boycott of Israel" has the same meaning as defined in § 215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

5. _____ (name of the bidder or contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to § 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

6. _____ (name of the bidder or contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to § 215.473, Florida Statutes.

7. _____ (name of the bidder or contractor) is not engaged in business operations in Cuba or Syria.

_____
Signature

Sworn to and subscribed before me in the state and county first mentioned above on the

_____ day of _____, 20____.

(AFFIX SEAL or STAMP)

_____
Notary Public

My commission expires:

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(This form MUST be submitted with each bid or offer exceeding $100,000)

The undersigned Proposer certifies, to the best of his or her knowledge, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Consultant, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____
Signature of Proposer's Authorized Official

_____
Name of Title of Proposer's Authorized Official

_____
Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION

By signing and submitting this proposal, the Proposer (referred to herein as the "prospective lower tier participant") is providing the certification set out below.

(1) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

(2) The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous because of changed circumstances.

(3) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

(4) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

(5) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(6) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-Procurement Programs.

(7) Nothing contained in the foregoing shall be construed to require the establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant are not

required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(8) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

(9) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(10) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____

Signature of Proposer's Authorized Official

_____

Name and Title of Proposer's Authorized Official

_____

Date

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

ADDENDUM No. 1

RF9 No. 20-037
Disaster Debris Monitoring Management & Consulting Services

March 17, 2020

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project, and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

CHANGE:

The due date for RFP No. 20-037 has been changed to:

Wednesday, April 15, 2020 at 4:00 p.m.

Please sign and return by e-mail to ciminod@stlucieco.org or fax to (772) 462-1704.

Name of Firm: _____

Signature: _____

Date: _____

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

ADDENDUM No. 2

RFP No. 20-037
Disaster Debris Monitoring Management & Consulting Services

March 17, 2020

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project, and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

Change:

Due to State of Emergency of COVID-19 (Coronavirus), RFP No. 20-037 has been suspended indefinitely. When the State of Emergency has been lifted all Planholder's will be notified of the new due date for this RFP.

Please sign and return by e-mail to ciminod@stlucieco.org or fax to (772) 462-1704.

Name of Firm: _____

Signature: _____

Date: _____

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

ADDENDUM No. 3

RFP No. 20-037
Disaster Debris Monitoring Management & Consulting Services

May 4, 2020

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project, and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

CHANGE:

The due date for RFP No. 20-037 has been changed to:

Wednesday, May 20, 2020 at 4:00 p.m.

Due to COVID-19, Responses to RFP No. 20-037 must be delivered to St. Lucie County Purchasing via US Mail, UPS or Federal Express. Please make sure that your submittal is received by the above date and time when submitting.

Please sign and return by e-mail to ciminod@stlucieco.org or fax to (772) 462-1704.

Name of Firm: _____

Signature: _____

Date: _____

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

ADDENDUM No. 4

RFP No. 20-037
Disaster Debris Monitoring Management & Consulting Services

May 7, 2020

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project, and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

Q1: Due to requirements for social distancing, would the County consider accepting electronic submissions in lieu of hand-delivered or mailed copies?

A1: No electronic or hand delivered cannot be accepted at this time. Proposals can only be submitted via US mail, Fed-ex or UPS. Please see Addendum No. 3.

Q2: Page 24, Part III of the RFP (section 3-2.4, item 4) states that the proposer must "*identify any modification your firm would require to the enclosed sample agreement prior to execution,*" but no sample agreement was provided. Will the County provide a sample agreement for proposers to review prior to award?

A2: A draft contract has been included with this addendum.

Q3: Is the County open to negotiating the terms and conditions of the agreement with the awarded proposer/contractor?

A3: Yes, on a very limited basis. There are certain terms and conditions in our contracts we cannot revise.

Please sign and return by e-mail to ciminod@stlucieco.org or fax to (772) 462-1704.

Name of Firm: _____

Signature: _____

Date: _____

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

ADDENDUM No. 5

RFP No. 20-037
Disaster Debris Monitoring Management & Consulting Services

May 8, 2020

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project, and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

Q1: The Price Proposal Form on page 26 of the RFP states, "daily and weekly rates shall be based on 12-hour days, seven days per week." However, the positions listed do not typically require equal working hours to perform the scope of work described in the RFP. Will the County consider reissuing the Price Proposal form to reflect weighted hours or hourly rates only, so proposers may provide a more accurate, estimated fee schedule?

A1: Yes, please see revised Price Proposal form. Please use this form in lieu of the form provided in the RFP document.

Please sign and return by e-mail to ciminod@stlucieco.org or fax to (772) 462-1704.

Name of Firm: _____

Signature: _____

Date: _____

8.E.2.
2021-51547
Choose Section-OFFICE OF MANAGEMENT & BUDGET
DATE: **1/19/2021**
*ACTION ITEM - REQUEST FOR PROPOSAL

AGENDA REQUEST

TO: **Board of County Commissioners**

PRESENTED BY: Desiree Cimino, Purchasing Manager

SUBMITTED BY: Office of Management & Budget

SUBJECT: Request for Proposal (RFP) No. 20-037 Disaster Debris Monitoring Management and Consultant Services

BACKGROUND:

On May 20, 2020, responses to RFP No. 20-037, Disaster Debris Monitoring Management and Consultant Services, were opened. Six proposals were received; 241 companies were notified and 32 RFP documents were distributed.

The purpose of this RFP is for a firm to assist in debris collection during disaster recovery. St. Lucie County seeks to establish contractual arrangements, with at least one (1) primary and up to two (2) additional qualified firms, to provide management services and technical assistance in regard to the monitoring of disaster debris collection on an as-needed basis.
Hurricanes, tornadoes, and other natural and manmade events frequently produce substantial volumes of debris, creating hazardous conditions that impact public health, welfare and safety by obstructing roads, by creating obstacles to safe passage of emergency and essential pedestrian and vehicular traffic, and by notably increasing potential exposure to fire and hazardous materials. To mitigate the hazardous conditions, it is mandatory that there be an early, safe and rapid response to restoring safe and economically viable conditions by the removal of the debris in a prompt and environmentally protective manner.

The response of the selected monitoring proposer(s) to the disaster recovery process must be immediate, rapid and efficient with acceptable cost controls, accountability procedures, written reports and submittals to assure that the County shall have the means to be reimbursed for all eligible disaster recovery costs from appropriate federal, state, and private agencies. Response will typically be activated only in the event of an emergency and in accordance with an awarded contract.

On December 9, 2020, the selection committee evaluated and ranked the proposals that were received. the committee members' scores and ranking for each firm are provided in Attachment A.

the short-listed firms in order of ranking are as follows:

1. True North Emergency Management of Arlington, Texas
2. Tetra Tech, Inc. - Maitland, Florida
3. Thompson Consulting Services, LLC - Lake Mary, Florida

PREVIOUS ACTION:

N/A

FINANCIAL IMPACT:

Funds are available in 401-3410-534000-340000, Solid Waste - Other Contractual Services.

RECOMMENDATION:

Staff recommends Board approval to award RFP No. 20-037, Disaster Debris Monitoring Management and Consultant Services, to True North Emergency Management, as the primary consultant and Thompson Consulting Services, Tetra Tech, as the secondary consultants and authorization for the Chairman to sign documents as approved by the County Attorney.

COMMISSION ACTION:

RESULT:	Approve
MOVER:	Commissioner District 3 Linda Bartz
SECONDER:	Commissioner District 5 Cathy Townsend
AYES:	Sean Mitchell, Linda Bartz, Frannie Hutchinson, Cathy Townsend
NAYS:	None
EXCUSED:	None

Coordination/Signatures

George Landry, Interim Director of Public Utilities — Date: January 07, 2021

Jennifer Hill, Office of Management & Budget Director — Date: January 13, 2021

Daniel McIntyre, County Attorney

Date: January 13, 2021

Howard Tipton, County Administrator

Date: January 14, 2021

NEELINC-01 SSHOWS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/3/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Nowell Agency, Inc. 1498 Old Fannin Road Brandon, MS 39047	CONTACT NAME: Sandy P Shows PHONE (A/C, No, Ext): FAX (A/C, No): (601) 939-8800 E-MAIL ADDRESS: sandy.shows@nowellagency.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Nationwide Property And Casualty Co. — 37877
INSURED True North Emergency Management, LLC P.O. Box 22625 125 S Congress Street Ste 1100 Jackson, MS 39225	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		ACPGLKO5694886691	4/1/2020	4/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X		BAK5694886691	4/1/2020	4/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: St. Lucie County - RFP No. 20-037 Disaster Debris Monitoring Management Consulting Services

CERTIFICATE HOLDER

St. Lucie County
2300 Virginia Avenue
Fort Pierce, FL 34982

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Client#: 46612 NEELSCHA

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/04/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Carly Underwood	
Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	PHONE (A/C, No, Ext): 770.670.5324	FAX (A/C, No): 770.550.4082
	E-MAIL ADDRESS: carly.underwood@greyling.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Fire Insurance Company	23035
INSURER B : Beazley Insurance Company, Inc.	37540
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
TrueNorth Emergency Management, LLC
2501 Avenue J, Suite 120
Arlington, TX 76006

COVERAGES **CERTIFICATE NUMBER: 20-21** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC2Z91467100010	04/01/2020	04/01/2021	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
B	Professional Liability			V1CDA5200501	11/15/2020	11/15/2021	Per Claim $5,000,000 Aggregate $5,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: St. Lucie County - RFP No. 20-037 Disaster Debris Monitoring Management & Consulting Services.
Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.

CERTIFICATE HOLDER

St. Lucie County
2300 Virginia Avenue
Fort Pierce, FL 34982-0000

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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St. Lucie County
First Amendment

DocuSign Envelope ID: 470A4E35-9FF0-4CDF-B8B4-39A2AE819FD3

C21-01-109

FIRST AMENDMENT TO JANUARY 19, 2021 CONTRACT
BETWEEN ST. LUCIE COUNTY AND TRUE NORTH EMERGENCY MANAGEMENT, LLC

THIS FIRST AMENDMENT, is made and entered into this 13 day of Novemba, 2023, by and between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, (the "County") and **TRUE NORTH EMERGENCY MANAGEMENT, LLC.**, or his, its of their successors, executors, administrators, and assigns (the "Consultant").

WHEREAS, on January 19, 2021, the parties entered into a contract to provide disaster debris management and consulting services; and,

WHEREAS, the parties desire to amend the Contract to exercise the first one-year renewal option.

NOW, THEREFORE, in consideration of the mutual promise contained herein, the parties agree to amend the Contract as follows:

1. Paragraph 3. TERM shall be amended to read as follows:

   3. **TERM**

   The term of the Contract shall be for a period of four (4) years beginning on **January 19, 2021** and continuing through **January 18, 2025**. Upon mutual written agreement, this Contract may be extended for one (1) additional one-year renewal period pursuant to the same terms and conditions.

2. Except as amended herein, all other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Amendment upon the terms and conditions above stated.

TRUE NORTH EMERGENCY MANAGEMENT, LLC

BY: Derrick P. Tucker

PRINT NAME: Derrick P. Tucker

DATE: 11/9/2023

ST. LUCIE COUNTY
BOARD OF COUNTY COMMISSIONERS

BY: _____
COUNTY ADMINISTRATOR

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
COUNTY ATTORNEY

St. Lucie County
Second Amendment

Docusign Envelope ID: 0A2C7802-8ECE-45CB-A39E-C2F20879683C

C21-01-109

SECOND AMENDMENT TO JANUARY 19, 2021 CONTRACT
BETWEEN ST. LUCIE COUNTY AND
TRUE NORTH EMERGENCY MANAGEMENT, LLC

THIS SECOND AMENDMENT, is made and entered into this 3 day of December, 2024, by and between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, (the "County") and **TRUE NORTH EMERGENCY MANAGEMENT, LLC,** or his, its or their successors, executors, administrators, and assigns (the "Contractor").

WHEREAS, on January 19, 2021, the parties entered into a Contract to provide for Disaster Debris Management and Consulting Services; and,

WHEREAS, on November 13, 2023, the parties executed the first amendment to exercise the first one-year renewal options; and,

WHEREAS, the parties desire to further amend the Contract to exercise the second one-year renewal option; and,

NOW, THEREFORE, in consideration of the mutual promise contained herein, the parties agree to amend the Contract as follows:

1. Paragraph 3. **TERM** shall be amended to read as follows:

   3. **TERM**

   The term of this Contract shall begin on **January 19, 2021** and shall continue through and including **January 30, 2026**.

2. Except as amended herein, all other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated.

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: _____
COUNTY ADMINISTRATOR

Docusign Envelope ID: 0A2C7802-8ECE-45CB-A39E-C2F20879683C

APPROVED AS TO FORM AND CORRECTNESS:

COUNTY ATTORNEY

TRUE NORTH EMERGENCY MANAGEMENT, LLC

BY: Derrick Tucker

PRINT NAME: Derrick P. Tucker

TITLE: Senior Vice President

DATE: 11/27/2024

DECLARATION UNDER PENALTY OF PERJURY

When a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must complete this Declaration, pursuant to Florida Statute §787.06 (13).

I, Derrick P. Tucker, PE (name), an officer or authorized representative for True North Emergency Management, LLC (business name), a nongovernmental entity, declare that True North Emergency Management, LLC (business name) does not use coercion for labor or services as defined in Florida Statute §787.06.

I declare under penalties of perjury that the foregoing statements are true and correct.

Signature

Derrick P. Tucker, PE, Sr. Vice President
Print Name and Title

Date November 27, 2024

STATE OF Texas

COUNTY OF Tarrant

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization on this November 27, 2024 by Derrick Tucker, who is [X] personally known to me or [ ] has produced _____ as identification.

DAVID ALAN DUKE
Notary ID #134484707
My Commission Expires
August 1, 2027

Signature of Notary Public

CONTRACT PROVISIONS FOR FEMA PUBLIC ASSISTANCE

Pursuant to 2 CFR 200.327 and Appendix II to Part 200, the following federal requirements and contract provisions are incorporated herein, where applicable:

Contractor acknowledges that any subcontracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Contractor acknowledges that all subcontracts in excess of $10,000 must address termination for cause and for convenience by the Contractor including the manner by which it will be affected and the basis for settlement.

Contractor agrees to adhere to contract provisions (1) through (20) below where applicable:

1. **Equal Opportunity**: During the performance of this contract, the CONTRACTOR agrees as follows:
During the performance of this contract, the CONTRACTOR agrees as follows:

   (1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

   (2) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

   (3) The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or

applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR's legal duty to furnish information.

(4) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.
The applicant further agrees that it will be bound by the above equal opportunity

clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and sub-contractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a CONTRACTOR debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and sub-contractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. **Davis-Bacon Act:** CONTRACTOR agrees to abide by the following (*as applicable to projects not solely funded by SLFRF funds*):

(1)

Minimum wages —

(i) *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics. As provided in paragraphs (d) and (e) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph (a)(4) of this section.

Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (a)(1)(iii) of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the CONTRACTOR and its sub-contractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) *Frequently recurring classifications.*

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph (a)(1)(iii) of this section, provided that:

(*1*) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(*2*) The classification is used in the area by the construction industry; and

(*3*) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with paragraph (a)(1)(iii)(A)(*3*) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) *Conformance.*

(A) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(*1*) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(*2*) The classification is used in the area by the construction industry; and

(*3*) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage

rates contained in the wage determination.

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the CONTRACTOR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) In the event the CONTRACTOR, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov,* refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(E) The contracting officer must promptly notify the CONTRACTOR of the action taken by the Wage and Hour Division under paragraphs (a)(1)(iii)(C) and (D) of this section. The CONTRACTOR must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (a)(1)(iii)(C) or (D) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iv) *Fringe benefits not expressed as an hourly rate.* Whenever the

minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the CONTRACTOR may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v)

Unfunded plans. If the CONTRACTOR does not make payments to a trustee or other third person, the CONTRACTOR may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the CONTRACTOR, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis- Bacon Act have been met. The Secretary of Labor may require the CONTRACTOR to set aside in a separate account assets for the meeting of obligations under the plan or program.

(vi)

Interest. In the event of a failure to pay all or part of the wages required by the contract, the CONTRACTOR will be required to pay interest on any underpayment of wages.

(2)

Withholding —

(i)

Withholding requirements. The City of Fort Pierce may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the CONTRACTOR so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime CONTRACTOR or any sub-contractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in paragraph (a) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime CONTRACTOR (as defined in § 5.2). The necessary funds may be withheld from the CONTRACTOR under this contract, any other Federal contract with the same prime CONTRACTOR, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime CONTRACTOR, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the CONTRACTOR liability for which the funds were withheld. In the event of a CONTRACTOR's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or

development of the project under a development statute) all or part of the wages required by the contract, or upon the CONTRACTOR's failure to submit the required records as discussed in paragraph (a)(3)(iv) of this section, the City of Fort Pierce may on its own initiative and after written notice to the CONTRACTOR, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(ii)

Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A)

A CONTRACTOR's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B)

A contracting agency for its reprocurement costs;

(C)

A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a CONTRACTOR, or a CONTRACTOR's bankruptcy estate;

(D)

A CONTRACTOR's assignee(s);

(E)

A CONTRACTOR's successor(s); or

(F)

A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(3)

Records and certified payrolls —

(i)

Basic record requirements —

(A)

Length of record retention. All regular payrolls and other basic records must be maintained by the CONTRACTOR and any sub-contractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(B) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(C) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph (a)(1)(v) of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the CONTRACTOR must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(D) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) *Certified payroll requirements —*

(A) *Frequency and method of submission.* The CONTRACTOR or sub-contractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the U.S. Treasury if the agency is a party to the contract, but if the agency is not such a party, the CONTRACTOR will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the City of Fort Pierce. The prime CONTRACTOR is responsible for the submission of all certified payrolls by all sub-contractors. A contracting agency or prime CONTRACTOR may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires

a legally valid electronic signature; the system allows the CONTRACTOR, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime CONTRACTOR permits other methods of submission in situations where the CONTRACTOR is unable or limited in its ability to use or access the electronic system.

(B)

Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph (a)(3)(i)(B) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime CONTRACTOR to require a sub-CONTRACTOR to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime CONTRACTOR for its own records, without weekly submission by the sub-contractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C)

Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the CONTRACTOR or sub-contractor, or the CONTRACTOR's or sub-contractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(*1*)

That the certified payroll for the payroll period contains the information required to be provided under paragraph (a)(3)(ii) of this section, the appropriate information and basic records are being maintained under paragraph (a)(3)(i) of this section, and such information and records are correct and complete;

(*2*) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(*3*) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(C) of this section.

(E) *Signature.* The signature by the CONTRACTOR, sub-contractor, or the CONTRACTOR's or sub-contractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) *Falsification.* The falsification of any of the above certifications may subject the CONTRACTOR or sub-contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(G) *Length of certified payroll retention.* The CONTRACTOR or sub-contractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) *Contracts, subcontracts, and related documents.* The CONTRACTOR or sub-contractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The CONTRACTOR or sub-contractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) *Required disclosures and access —*

(A) *Required record disclosures and access to workers.* The CONTRACTOR or sub-contractor must make the records required under paragraphs (a)(3)(i) through (iii) of this section, and any other documents that the City of Fort Pierce or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the City of Fort Pierce or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) *Sanctions for non-compliance with records and worker access requirements.* If the CONTRACTOR or sub-contractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the CONTRACTOR, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any CONTRACTOR or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the CONTRACTOR or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) *Required information disclosures.* CONTRACTORs and sub-contractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the U.S. Treasury if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the CONTRACTOR, sub-contractor, or both, must, upon request, provide the full Social Security number and last known address,

telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the City of Fort Pierce, the CONTRACTOR, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4)

Apprentices and equal employment opportunity —

(i)

Apprentices —

(A)

Rate of pay. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the CONTRACTOR will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B)

Fringe benefits. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C)

Apprenticeship ratio. The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the CONTRACTOR as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to

paragraph (a)(4)(i)(D) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(4)(i)(A) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D)

Reciprocity of ratios and wage rates. Where a CONTRACTOR is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the CONTRACTOR's registered program must be observed.

(ii)

Equal employment opportunity. The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5)

Compliance with Copeland Act requirements. The CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

(6)

Subcontracts. The CONTRACTOR or sub-contractor must insert in any subcontracts the clauses contained in paragraphs (a)(1) through (11) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Treasury may by appropriate instructions require, and a clause requiring the sub-contractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime CONTRACTOR is responsible for compliance by any sub-contractor or lower tier sub-contractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime CONTRACTOR and any sub-contractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier sub-contractors, and may be subject to debarment, as appropriate.

(7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a CONTRACTOR and a sub-contractor as provided in 29 CFR 5.12.

(8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the CONTRACTOR (or any of its sub-contractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.*

(i) By entering into this contract, the CONTRACTOR certifies that neither it nor any person or firm who has an interest in the CONTRACTOR's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

(iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

(11) *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any CONTRACTOR of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

(ii) Filing any complaint, initiating or causing to be initiated any

proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

(iv) Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

3. **Contract Work Hours and Safety Standards Act (CWHSSA):** CONTRACTOR hereby agrees to abide by the following:

(1) *Overtime requirements.* No CONTRACTOR or sub-contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the CONTRACTOR and any sub-contractor responsible therefore shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such CONTRACTOR and sub-contractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

(3) *Withholding for unpaid wages and liquidated damages —*

(i) *Withholding process.* The City of Fort Pierce may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the

CONTRACTOR so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime CONTRACTOR or any sub-contractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph

(b) on this contract, any other Federal contract with the same prime CONTRACTOR, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime CONTRACTOR (as defined in § 5.2). The necessary funds may be withheld from the CONTRACTOR under this contract, any other Federal contract with the same prime CONTRACTOR, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime CONTRACTOR, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the CONTRACTOR liability for which the funds were withheld.

(ii)

Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A)

A CONTRACTOR's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B)

A contracting agency for its reprocurement costs;

(C)

A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a CONTRACTOR, or a CONTRACTOR's bankruptcy estate;

(D)

A CONTRACTOR's assignee(s);

(E)

A CONTRACTOR's successor(s); or

(F)

A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(4)

Subcontracts. The CONTRACTOR or sub-contractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the sub-contractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR is

responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime CONTRACTOR and any sub-contractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier sub-contractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any CONTRACTOR of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part.

4. <u>Clean Air Act and Federal Water Pollution Control Act:</u>

<u>Clean Air Act</u>
CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The CONTRACTOR agrees to report each violation to the City of Fort Pierce and understands and agrees that the City of Fort Pierce will, in turn, report each violation as required to assure notification to the U.S. Treasury, and the appropriate Environmental Protection Agency Regional Office.
The CONTRACTOR agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by U.S. Treasury.

<u>Federal Water Pollution Control Act</u>
The CONTRACTOR agrees to comply with all applicable standards, orders, or

regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
The CONTRACTOR agrees to report each violation to the City of Fort Pierce and understands and agrees that the City of Fort Pierce will, in turn, report each violation as required to assure notification to the Florida Department of Commerce, if applicable), U.S. Treasury, and the appropriate Environmental Protection Agency Regional Office.
The CONTRACTOR agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by U.S. Treasury

5. **Debarment and Suspension:** This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
The CONTRACTOR must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.
This certification is a material representation of fact relied upon by City of Fort Pierce. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City of Fort Pierce, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended.** Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

7. **Procurement of Recovered Materials:** In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

a) Competitively within a timeframe providing for compliance with the contract performance schedule;

b) Meeting contract performance requirements; or

c) At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at Comprehensive Procurement Guideline (CPG) Program | US EPA. The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

8. **Prohibition on Contracting for Covered Telecommunications Equipment or Services:** CONTRACTOR agrees to adhere to the following:

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in US TREASURY Policy 405-143-1, Prohibitions on Expending US Treasury Award Funds for Covered Telecommunications Equipment or Services, as used in this clause—

(b) *Prohibitions.*

1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

2) Unless an exception in paragraph (c) of this clause applies, the CONTRACTOR and its sub-contractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

ii. Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or

services as a substantial or essential component of any system, or as critical technology of any system;

iii. Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

1) This clause does not prohibit Contractors from providing—

i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

2) By necessary implication and regulation, the prohibitions also do not apply to:

i. Covered telecommunications equipment or services that:

a. Are <u>not used</u> as a substantial or essential component of any system; <u>and</u>

b. Are <u>not used</u> as critical technology of any system.

ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

1) In the event the CONTRACTOR identifies covered telecommunications equipment or services used as a substantial or essential component of any

system, or as critical technology as part of any system, during contract performance, or the CONTRACTOR is notified of such by a sub-CONTRACTOR at any tier or by any other source, the CONTRACTOR shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

2) The CONTRACTOR shall report the following information pursuant to paragraph (d)(1) of this clause:

i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the CONTRACTOR shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The CONTRACTOR shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments."

9. <u>Domestic Preferences for Procurements:</u>

<u>Domestic Preference for Procurements:</u>
The CONTRACTOR should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.
<u>For purposes of this clause:</u>
Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States."

10. <u>Build America, Buy America Act (BABAA) (*if applicable*):</u>

Contractors and their sub-contractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to the City of Fort Pierce with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by U.S. Treasury. Contractors and sub-contractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and sub-contractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to U.S. Treasury, the federal agency; subrecipients will forward disclosures to the pass- through entity, who will, in turn, forward the disclosures to U.S. Treasury.

11. Affirmative Socioeconomic Steps (*if applicable to this Contract*):

When possible, CONTRACTOR should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (*See U.S. Department of Labor's list*) take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(6) to ensure that small and minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are used when possible.

12. Access to Records. CONTRACTOR agrees to adhere as follows:

The CONTRACTOR agrees to provide City of Fort Pierce, Florida Department of Commerce, the U.S. Treasury Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The CONTRACTOR agrees to provide the U.S. Treasury Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the City of Fort Pierce and the CONTRACTOR acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the U.S. Treasury Administrator or the Comptroller General of the United States.

13. Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgement of Federal Funding:

This is an acknowledgement that US TREASURY financial assistance will be used to fund all or a portion of the contract. The CONTRACTOR will comply with all applicable federal law, regulations, executive orders, US TREASURY policies, procedures, and directives.

14. No Obligation by Federal Government:

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the recipient or subrecipient, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

15. Contract Changes or Modifications:

To be allowable under a federal grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

16. Program Fraud and False or Fraudulent Statements or Related Acts:

The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR's actions pertaining to this contract.

17. Copyright Materials (*if applicable*):

License and Delivery of Works Subject to Copyright

The CONTRACTOR grants to the City of Fort Pierce, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the CONTRACTOR will identify such data and grant to the City of Fort Pierce or acquire on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the CONTRACTOR will deliver to the City of Fort Pierce data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City of Fort Pierce.

18. Build America, Buy America Act (BABAA) (*Architectural and/or Engineering Contracts*):

Build America, Buy America Act Preference.

Contractors and sub-contractors agree to incorporate the Buy America Preference into planning and design when providing architectural and/or Engineering professional services for infrastructure projects. Consistent with the Build America, Buy America Act (BABAA) Pub. L. 117- 58 §§ 70901-52, no federal financial assistance funding for infrastructure projects will be used unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States."

19. **Publications**. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

20. **DHS Seal, Logo, and Flags:** CONTRACTOR must obtain written permission from DHS prior to using the DHS seals, logos, crests, reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., U.S. Treasury, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

EXHIBIT II
FEMA PUBLIC ASSISTANCE CONTRACT PROVISIONS

- This form is required only for purchases of more than $100,000 -

CERTIFICATION REGARDING LOBBYING
(Appendix A to 31 CFR Part 21 – New Restrictions on Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure

The CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____ Date: _____

Signature of CONTRACTOR
Authorized official

_____
(Print name of person signing above)

_____
(Print title of person signing above)

CONTRACTOR SELF-CERTIFICATION
REGARDING BUILD AMERICA BUY AMERICA (BABAA)

The undersigned certifies, to the best of his or her knowledge and belief, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies for any projects related to **Emergency Debris Removal Services** that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. All manufactured products purchased with federal financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor Authorized Official

Name and Title of Contractor Authorized Official

Date

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name:_____

Authorized Representative's Name and Title: _____

Address: _____

City:_____ State:_____ Zip Code:_____

Phone Number: _____ Email Address:_____

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By:_____ _____ _____

Authorized Signature | Printed Name and Title | Date

STATE OF FLORIDA
COUNTY OF _____

Sworn (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization

this ____ day of _____, 20____ by _____, who is

☐ personally known or
☐ produced identification (ID produced: _____).

Notary Public Signature: _____ (Seal)

Print Name: _____ My Commission Expires: _____

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: JASON ATKINSON, DIRECTOR OF PUBLIC WORKS, PUBLIC WORKS

FROM: CAMILLE WALLACE, ESQ., SENIOR ASSISTANT CITY ATTORNEY CAW

THROUGH: SARA HEDGES, CITY ATTORNEY SH

CAO RLS# / RE: MUTUAL BENEFIT AND USE AGREEMENTS – DEBRIS MONITORING/EMERGENCY DEBRIS REMOVAL SERVICES:

RLS#234	TRUE NORTH EMERGENCY MANAGEMENT, LLC
RLS#235	CUSTOM TREE CARE, INC.
RLS#236	DRC EMERGENCY SERVICES, LLC
RLS#237	BERGERON EMERGENCY SERVICES
RLS#238	CERES ENVIRONMENTAL SERVICES, INC.

DATE: AUGUST 22, 2025

I have reviewed the above Request for Legal Services (RLS) related to the Mutual Benefit and Use Agreements (MBUA) between the City of Fort Pierce and the above-named Contractors which piggybacks on St. Lucie County's contract for emergency debris removal. Please note the following comments:

1. Each MBUA has been revised to reflect the procurement and agreement history.
2. Each MBUA has been revised to reflect the new Term Period and additional provisions. Since these contracts may require debris removal services during a declared state of emergency event, I recommend incorporating contract provisions required should the city seek federal public assistance from FEMA (Federal Emergency Management Agency). Since St. Lucie County's contract with the Contractors does not include all contract language required for federal public assistance, I have drafted an Exhibit that does contain all required provisions.
3. Each MBUA contains language related to passage of SB 180 which requires a breach of contract provision for contracts entered into, renewed, or amended on or after July 1, 2025, requiring the service provider to pay a penalty in the event the provider breaches the contract during an emergency recovery period.
4. A redlined version of the MBUA for True North Emergency Management has been included with this Memo so changes made to all the other MBUAs can be tracked.

5. A clean version of each MBUA is included with this Memo which I recommend for template use for future MBUAs.
6. All MBUAs are approved as to form and correctness.
7. Recommendation: The Department should place all MBUAs on the Commission consent Agenda for review and approval *prior* to execution.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail. Thank you.

City Commission Regular Meeting - 5:05 PM **12. A.**

Meeting Date: 09/02/2025

Re: Voluntary Annexation - 1903 S. 37th Street

Submitted For: Kev Freeman, Planning Director, Planning Department

SUBJECT:

Legislative Hearing - Ordinance 25-023 - Review and approval of Voluntary Annexation by owner Troil South, LLC, to extend the territorial limits of the City of Fort Pierce, Florida, to include one (1) parcel at 1903 S. 37th Street. The proposed City Future Land Use designation is General Commercial (GC) and Zoning classification of General Commercial (C-3). Parcel ID: 2417-331-0001-000-0.
SECOND READING

SUMMARY:

Project#: PZANN2025-00002
A voluntary application for annexation was submitted by applicant Giagrande Engineering & Planning on behalf of property owner, Troil South, LLC. The request is to annex Parcel ID: 2417-331-0001-000-0, located at 1903 S. 37th Street. The subject property has s St. Lucie County Future Land Use designation of Commercial (COM) and a St. Lucie County Zoning classification of Commercial Neighborhood (CN). The proposed City Future Land Use designation is General Commercial (GC) and Zoning classification of General Commercial (C-3).

RECOMMENDATION:

Staff has confirmed that the property is located within unincorporated St. Lucie County and is contiguous to the Fort Pierce City municipal boundary and within the FPUA service area.

Staff's recommendation is for the Planning Board to move the proposed annexation application for Approval to City Commission.

ALTERNATIVES:

1. Recommend approval with conditions
2. Recommend disapproval

RESPONSIBLE STAFF:

Kerry C. Driver - Senior Planner

COORDINATED WITH:

1. Technical Review Committee
2. Planning Board

Fiscal Impact

OTHER INFORMATION:
N/A

Attachments

Ordinance 25-023
Staff Presentation
Staff Report
Applicant File
Staff Supporting Documents
Public Notice
Legal Memo
Notice of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Richard Chess	07/30/2025 08:50 AM

Form Started By: Kerry Driver
Started On: 07/24/2025 12:12 PM
Final Approval Date: 08/19/2025

ORDINANCE NO. 25-023

AN **ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) PARCEL AT 1903 S. 37th STREET AND SHOWN ON EXHIBIT A**; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2026; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE FORT PIERCE ZONING DESIGNATION; ESTABLISHING THE FORT PIERCE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFILICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and

WHEREAS, in accordance with Section 171.044 of the Florida Statutes, the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality; and

WHEREAS, the property is contiguous to the municipality of the City of Fort Pierce; and

WHEREAS, the estimated population of the annexation is zero (0); and

WHEREAS, the owner(s) have petitioned for voluntary annexation to the municipality of the City of Fort Pierce; and

WHEREAS, the petition bears the signature(s) of current and/or former owner(s) of property in the area proposed to be annexed; and

WHEREAS, the City of Fort Pierce Planning Board, at their July 14th, 2025, meeting voted 5 to 5 recommend approval of the annexation; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation via certified mail to the St. Lucie County Administrator's Office on July 21, 2025, no fewer than thirty (30) days prior to the first reading of this annexation Ordinance by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Section 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners on July 21, 2025, no fewer than ten (10) days prior to publishing or posting the ordinance notice.

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit "A", attached hereto, and incorporated herein; and the following property is hereby annexed into the City:

a) Parcel ID: 2417-331-0001-000-0
LEGAL DESCRIPTION:

17 35 40 BEG AT NE COR OF SW 1/4 OF SW 1/4, TH RUN W 258.23 FT, TH SLY 120 FT, TH ELY TO E LI OF SW 1/4 OF SW 1/4, TH NLY TO POB (81)(0.63 AC) (OR 4077-2458)

Containing 0.63 acres (more or less)

Said property containing approximately 0.63 acres and being generally located at 1903 S. 37th Street, Fort Pierce, FL.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit "A" hereof as of January 1, 2026, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years. The property tax classifications and exemptions currently in effect upon and applied to the land described in Exhibit "A" shall not be affected by this Ordinance, so long as the classifications and exemptions are consistent with the standards set forth by the Saint Lucie County Property Appraiser. Nothing in this Ordinance is intended to, or shall be construed as, a revocation of abrogation of the land's current Saint Lucie County Property Appraiser's tax classifications and exemptions.

SECTION 3. That upon this Ordinance becoming effective, the land herein described on Exhibit "A" and annexed into the territorial limits of the City of Fort Pierce shall be zoned General Commercial (C-3) and assigned a Future Land Use Designation of General Commercial (GC), as depicted on Exhibit "B" attached hereto and incorporated herein.

SECTION 4. That in accordance with Section 171.044(3), this Ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 5. That in accordance with Section 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. All Ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Sara Hedges, Esq.
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. **25-023** was duly advertised accordance with Section 171.044(2) of the Florida Statues by display advertising St. Lucie News Tribune on Sunday, August 3, 2025 and Sunday, August 17, 2025; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on August 18, 2025; and was duly introduced, read by title only, and passed on second and final reading September 2, 2025; by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this **XX** day of ____ 2025.

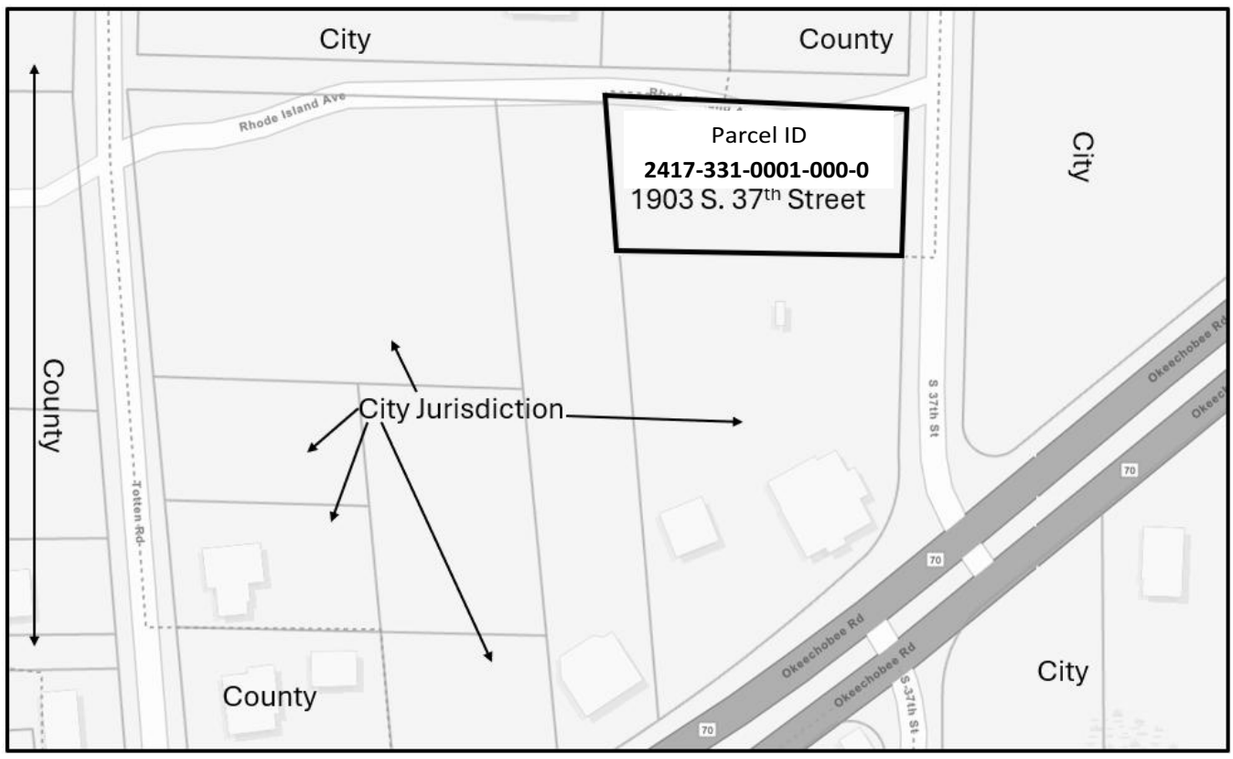
_____
Linda Hudson
Mayor Commissioner

ATTEST:

_____
City Clerk

(CITY SEAL)

EXHIBIT A
Territorial Limits Extension

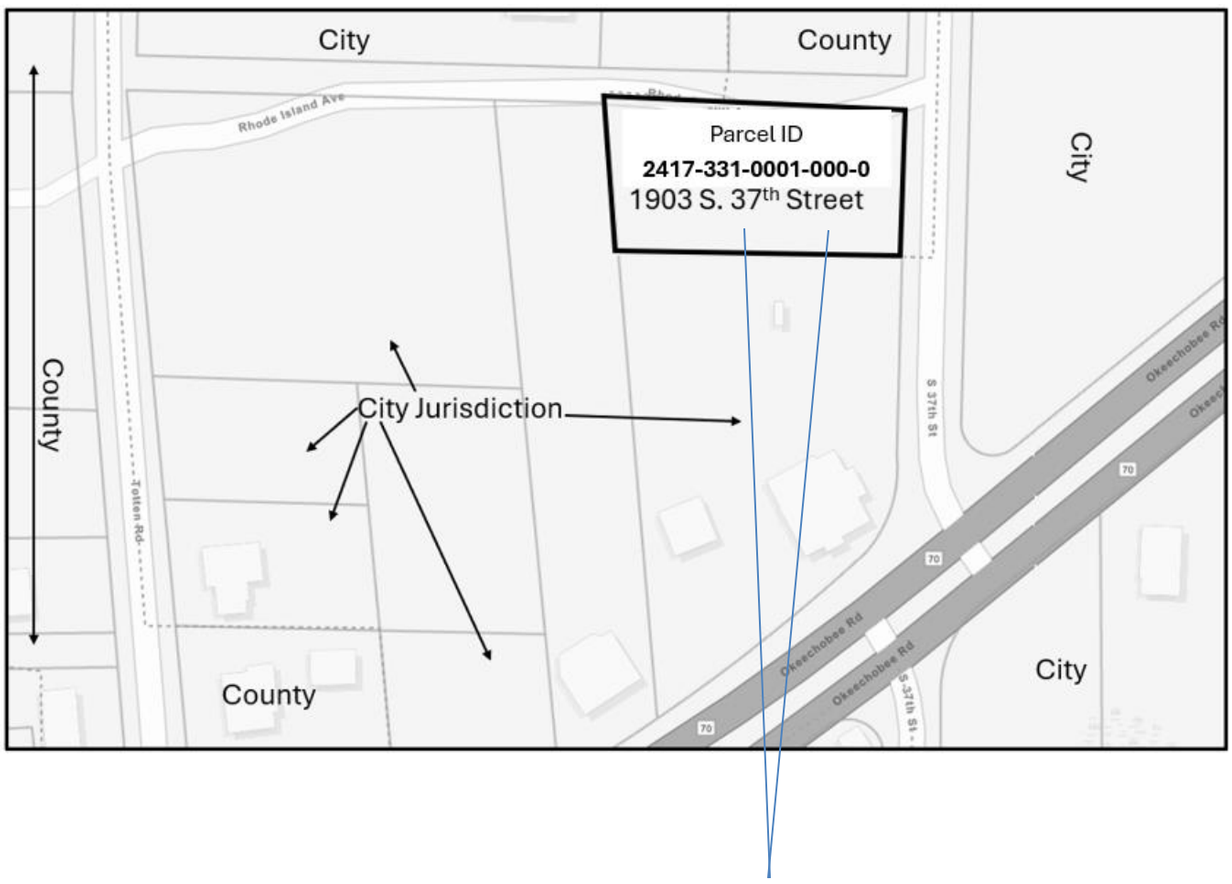


PARCEL: 2417-331-0001-000-0

17 35 40 BEG AT NE COR OF SW 1/4 OF SW 1/4, TH RUN W 258.23 FT, TH SLY 120 FT, TH ELY TO E LI OF SW 1/4 OF SW 1/4, TH NLY TO POB (81)(0.63 AC) (OR 4077-2458)

Said property containing 0.63 acres, more or less

EXHIBIT B
Zoning & Future Land Use Designation Assignment



ZONING DESIGNATION OF **GENERAL COMMERCIAL (C-3)** AND
LAND USE DESIGNATION OF **GENERAL COMMERICAL (GC)**

CITY OF FORT PIERCE

CITY COMMISSION

August 18, 2025

Annexation

1903 S. 37th Street

Parcel ID: 2417-331-0001-000-0

APPLICANT

Giangrande Engineering & Planning

PROPERTY OWNER(S)

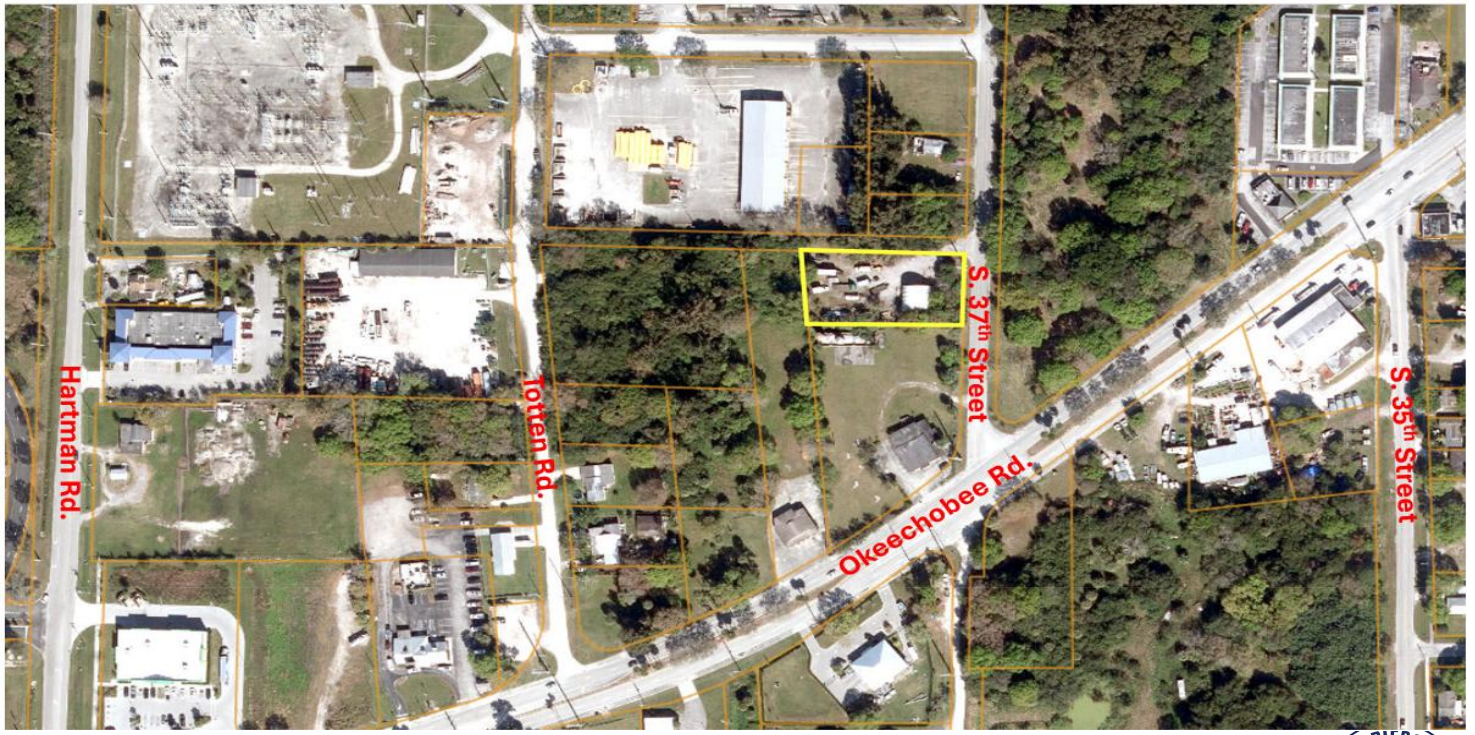
Troil South, LLC

PARCEL IDs:
2417-331-0001-000-0

SUMMARY

Request to review a Voluntary Application for Annexation for one (1) parcel of land at 1903 S. 37th Street.

SITE LOCATION/AREA = 0.63 +/- acres



CITY LIMITS



City Boundaries

1903 S. 37th Street ANNEXATION

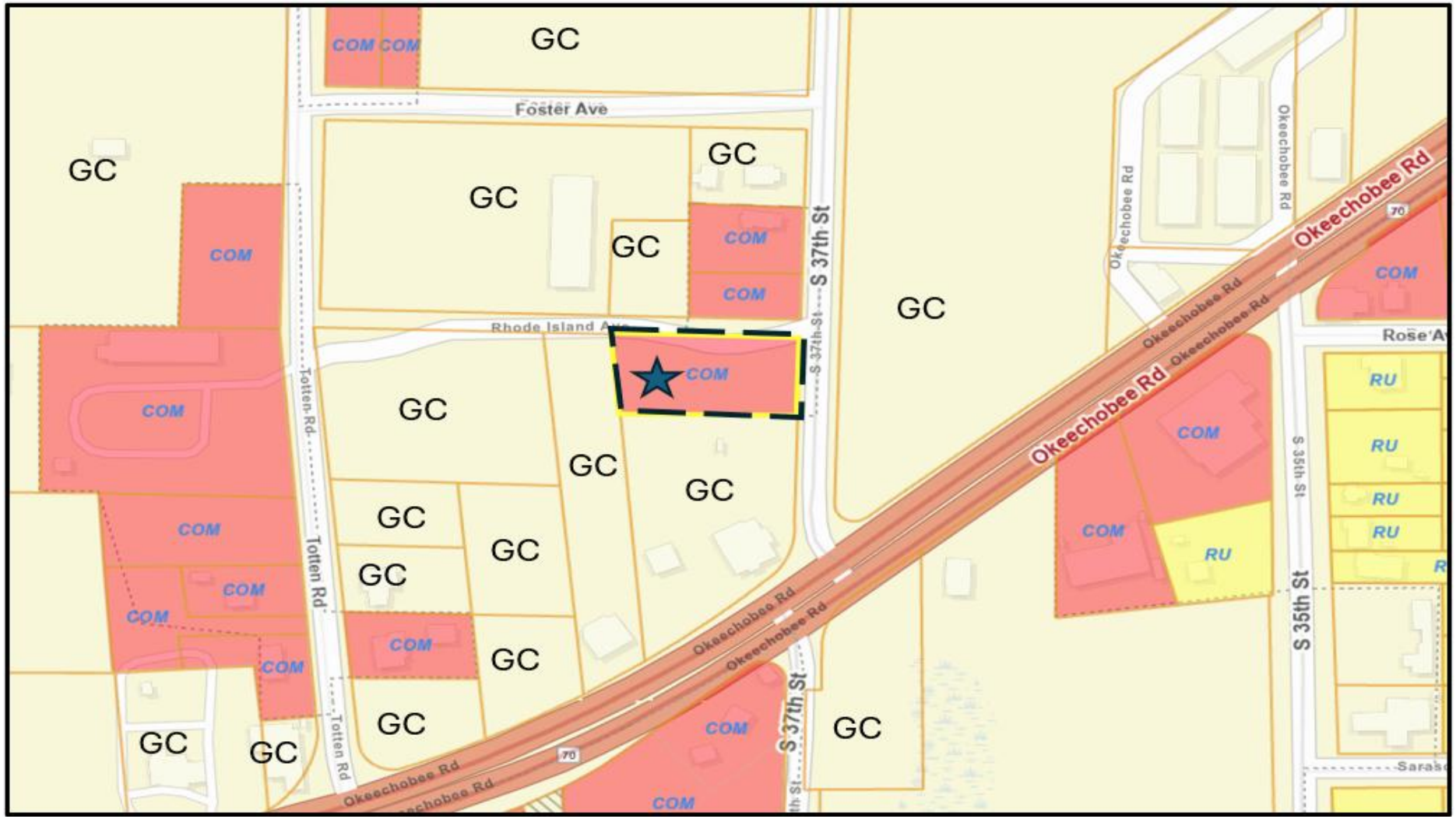
COMPREHENSIVE PLAN

Pursuant to Comprehensive Plan policy 1.11.5 “properties annexed shall receive a land use designation compatible with the County land use designation, unless otherwise approved by the City Commission.” Staff has confirmed that the property is located within unincorporated St. Lucie County and is contiguous to the Fort Pierce City municipal boundary and within the FPUA service area. Furthermore, pursuant to Chapter 171.046(1), F.S., whereas the Legislature recognizes that enclaves can create significant problems in planning, growth management, and service delivery, and therefore declares that it is the policy of the state to eliminate enclaves.

The current taxable value of the property is $34,991. Should the Application for Annexation be approved it could create a new source of ad-valorem tax revenue annually to the City of Fort Pierce if developed, depending on the millage rate per year, which currently is 6.9000.

EXISTING FUTURE LAND USE: County

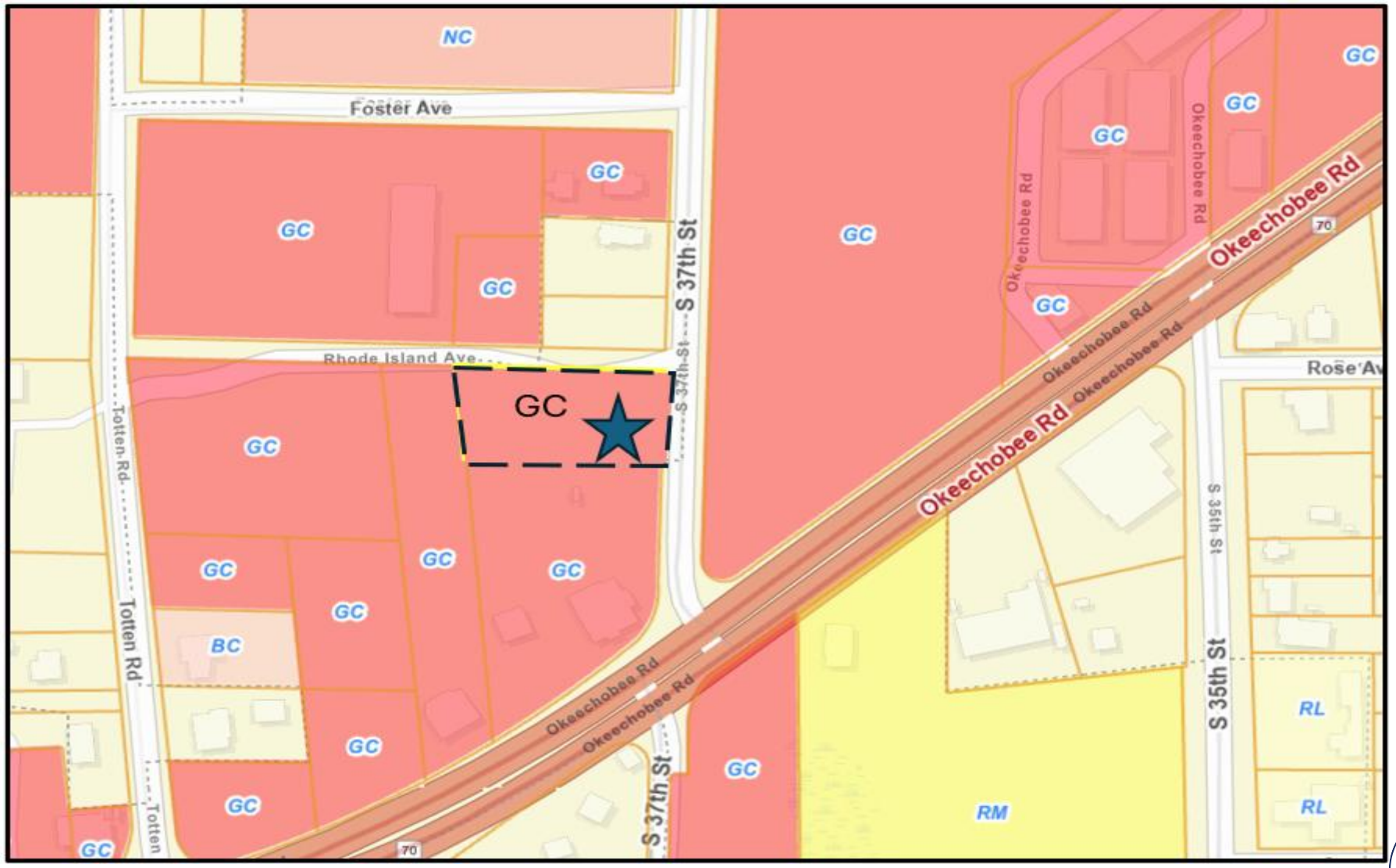
Current FLU: COM Commercial– (St. Lucie County)



1903 S. 37th Street ANNEXATION

PROPOSED FUTURE LAND USE: City

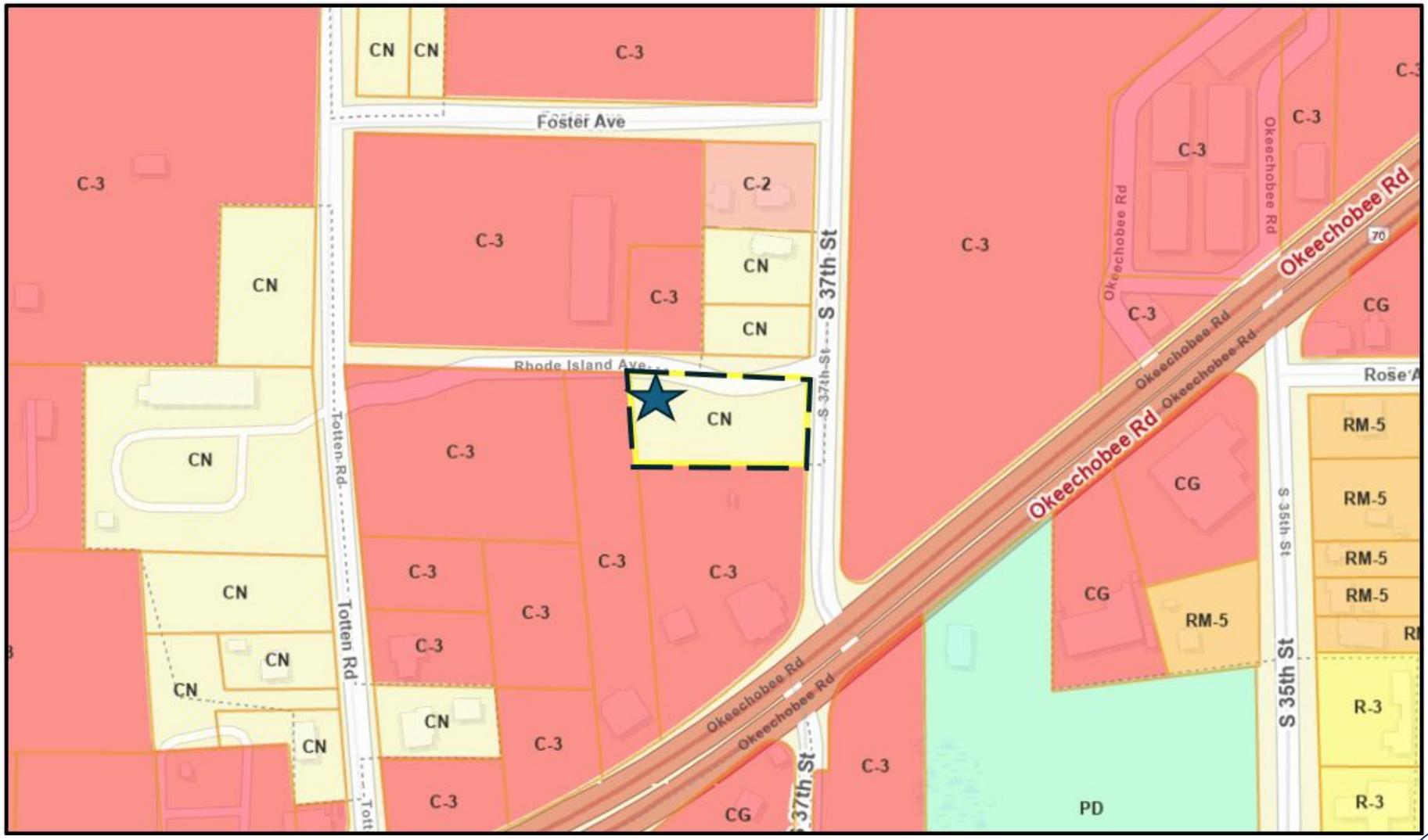
Proposed FLU: GC (General Commercial City of Fort Pierce)



1903 S. 37th Street ANNEXATION

EXISTING ZONING: County

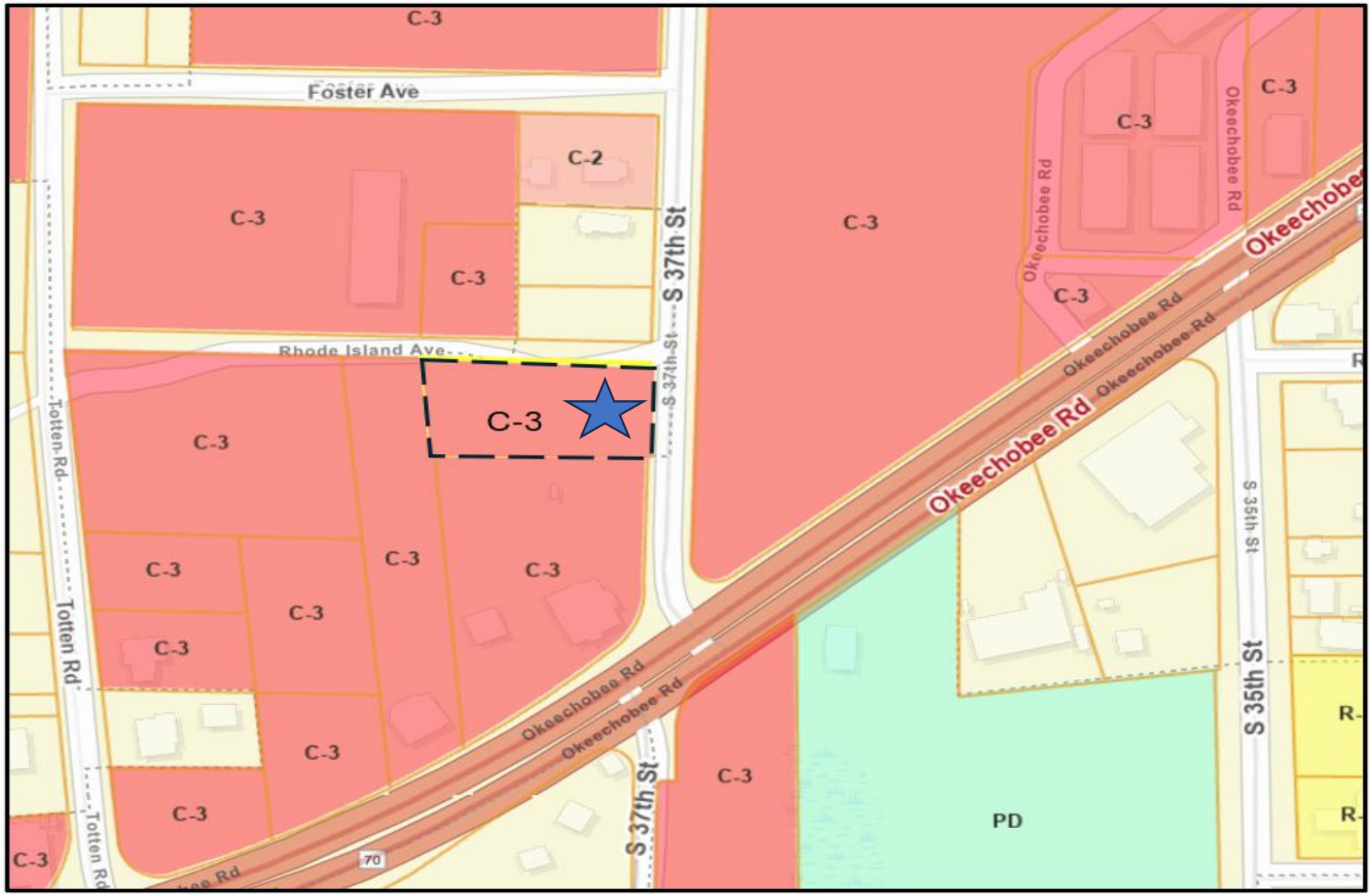
Currently Zoned: CN (Commercial Neighborhood (St. Lucie County)



1903 S. 37th Street ANNEXATION

PROPOSED ZONING: City

Proposed Zoning: G-3 (General Commercial - City of Fort Pierce)



1903 S. 37th Street ANNEXATION

FLU COMPARISON CHART

FLU COMPARISON -

FUTURE LAND USE COMPARISON

	ACRES	SQ.FT
SITE AREA	0.63	27,442.8

		RESIDENTIAL		COMMERCIAL	
	FLU	MAX DENSITY	MAX UNITS	FAR	MAX FLOORSPACE
EXISTING	SLC - COMMERCIAL (COM)	0	0	2.5	68,607.0 SQ.FT
PROPOSED	GENERAL COMMERCIAL (GC)	15	9	1.0	27,442.8 SQ.FT
	INCREASE / (DECREASE)		9		(41,164.2) SQ.FT

Note: SLC FAR Estimated based on lot coverage and building height restrictions

RECOMMENDATION

At the July 14, 2025, Planning Board meeting, the board voted unanimously to approve the annexation.

Staff has confirmed that the property is located within unincorporated St. Lucie County and is contiguous to the Fort Pierce City municipal boundary and within the FPUA service area.

Staff's recommendation is for the Planning Board to move the proposed annexation application for **Approval** to City Commission.

ALTERNATIVE RECOMMENDATIONS

1. Recommend Approval with conditions.

2. Recommend Disapproval.

CITY OF FORT PIERCE

CITY COMMISSION

August 18, 2025

Annexation

1903 S. 37th Street

Parcel ID: 2417-331-0001-000-0

EXISTING STRUCTURE



THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO: Richard Chess, MBA, City Manager

THROUG: Kevin Freeman, Planning Director

FROM: Kerry C. Driver, Senior Planner

RE: **Application for Voluntary Annexation for Address: 1903 S. 37th Street Parcel ID: 2417-331-0001-000-0**

BOARD DATE: August 18, 2025

STAFF REPORT

Property Owner/ Applicants Brian Murphy
Troil South, LLC

Representative Jarrod Stern
Giangrande Engineering & Planning

Requested Action: Approval of a Voluntary Application for Annexation

Site Locations: 1903 S. 37th Street

Parcel ID: 2417-331-0001-000-0

Parcel Area: **0.63** acres

Current Future Land Use: Commercial (COM)

Current Zoning: Commercial, Neighborhood (CN)

Proposed Future Land Use: General Commercial (GC)

Proposed Zoning: General Commercial (G-3)

Utilities: FPUA

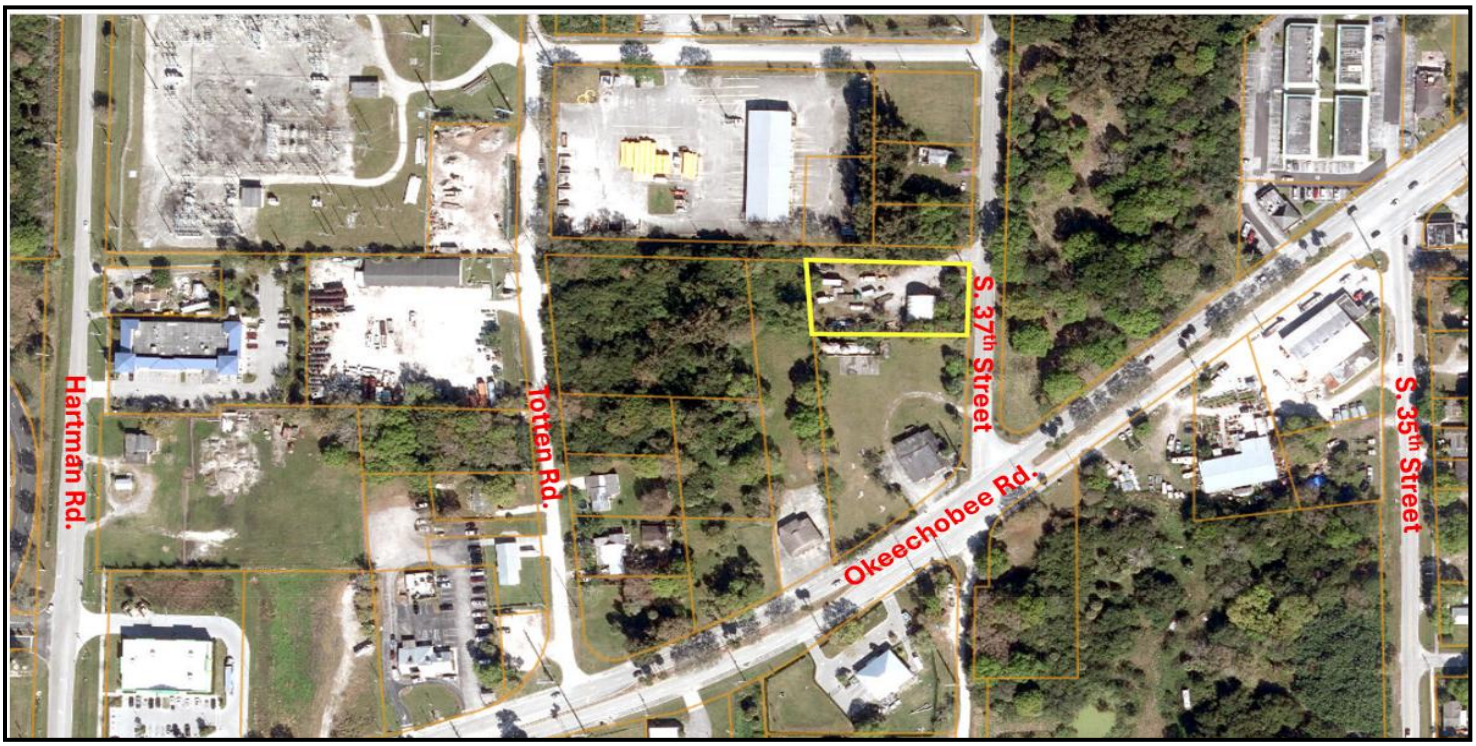
	North	East	South	West
Surrounding FLU:	COM	GC	GC	GC
Surrounding Zoning:	CN	C-3	C-3	C-3

Staff Analysis:

Request

This is a voluntary annexation on parcel ID: 2417-331-0001-000-0 Address: 1903 S. 37th St.

INSERT LOCATION MAP



The subject property has a St. Lucie County Future Land Use Designation Commercial (COM) and a zoning classification of Commercial General (CG). To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed City Future Land Use designation for the parcels will be changed to General Commercial (GC) and the Zoning classification of General Commercial (C-3).

Pursuant to Comprehensive Plan policy 1.11.5 "properties annexed shall receive a land use designation compatible with the County land use designation, unless otherwise approved by the City Commission." Staff has confirmed that the property is located within unincorporated St. Lucie County and are contiguous to the Fort Pierce City municipal boundary and within the FPUA service area.

The current taxable value of the property is $34,991. Should the Application for Annexation be approved, it could create a new source of ad-valorem tax revenue annually to the City of Fort Pierce, depending on the millage rate per year, which currently is 6.9000. Currently the property has a dwelling structure.

Comprehensive Plan
Staff has reviewed the Comprehensive Plan and find the proposed annexation is consistent with the following Objectives and Policies:

Objective 1.11 of the Comprehensive Plan: "Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City."

The property is within the FPUA service boundary. Policy, 1.11.1 of the City Comprehensive Plan: "The City shall evaluate proposed annexation within the urban service boundary based upon the following criteria:

1. The ability of the City to provide public services at a level equal to or better than that available from the current service providers;
2. The ability of the City to provide public services at the City's adopted levels of service;
3. Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island; and
4. Whether the annexation would eliminate an irregularity or irregularities in the City's boundaries, thereby improving service delivery."

The subject property is in an area that consists of properties that are within both the St. Lucie County and the City of Fort Pierce jurisdictions. The parcel abuts properties that are within the City limits. The annexation of the property would assist in the City's effort to eliminate jurisdictional irregularities along the City's boundary and provide more efficient public services. Furthermore, pursuant to Chapter 171.046(1), F.S., whereas the Legislature recognizes that enclaves can create significant problems in planning, growth management, and service delivery, and therefore declares that it is the policy of the state to eliminate enclaves.

Staff is requesting that the City of Fort Pierce Future Land Use and Zoning be modified to General Commercial (GC) and General Commercial (C-3), respectively, and the City's Comprehensive Plan. Therefore, the requested Future Land Use and Zoning Classifications of GC and C-3, respectively, would be consistent with Policy 1.11.5 and the City's Comprehensive Plan. Pursuant to the Future Land Use Element of the Comprehensive Plan, annexations are reviewed for fiscal impacts, the effect upon adopted level of service standards for public facilities, and the elimination of the municipal boundary irregularities to improve service delivery.

Public Notification

In accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department provided notice of the annexation by mail to the St. Lucie County Administrator's and Attorney's office on July 15, 2025, no fewer than thirty (30) days prior to the first reading of these annexations by the City Commission. Notice by newspaper was submitted for Sunday's August 3rd and 17th, 2025 publication.

Technical Review Committee

All affected Departments have reviewed the submittals and have no objections regarding the proposed voluntary annexation applications based on compliance with the requirements of the City Code and Comprehensive Plan.

Planning Board

The City of Fort Pierce Planning Board, at their July 14, 2025, meeting, voted 5 to 5 to recommend Approval of the annexation.

Staff Recommendation

As proposed, the annexation meets the standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Therefore, the Planning Staff recommends approval of the proposed voluntary annexation, along with the associated Future Land Use designation of GC and the Zoning classification of C-3.

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5422408 OR BOOK 5248 PAGE 676, Recorded 12/19/2024 08:02:59 AM Doc Tax: $6300.00

THIS INSTRUMENT PREPARED BY AND RETURN TO:
H. Randolph Klein, Esq.
Klein & Klein, LLC
40 SE 11th Avenue
Ocala, Florida 34471
Our File No.: **R2024262**
Property Appraisers Parcel Identification (Folio) Numbers: **2417-331-0010-000-6 and 2417-331-0001-000-0**
Florida Documentary Stamps in the amount of **$6,300.00** have been paid hereon.

SPACE ABOVE THIS LINE FOR RECORDING DATA

WARRANTY DEED

THIS WARRANTY DEED, made the 17th day of **December, 2024** by **TWELVE 28 LLC, a Florida limited liability company**, whose post office address is **5500 Orange Avenue, Fort Pierce, FL 34947,** herein called the Grantor, to **TROIL SOUTH, LLC, a Delaware limited liability company** whose post office address is **P.O. Box 419, Kingston, NJ 08528**, hereinafter called the Grantee:
(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

W I T N E S S E T H: That the Grantor, for and in consideration of the sum of TEN AND 00/100'S ($10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in **ST. LUCIE** County, State of Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Subject to easements, restrictions and reservations of record, which are not intended to be reimposed hereby, and to taxes for the year 2025 and thereafter.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

x _____
Witness #1 Signature

x Frank. H. Fee III
Witness #1 Printed Name

x 426 Avenue A
Witness #1 Post Office Address

x Fort Pierce FL 34950
Witness #1 Post Office Address continued

x _____
Witness #2 Signature

x Lisa L. Bolton
Witness #2 Printed Name

x 426 Avenue A
Witness #2 Post Office Address

x Fort Pierce, FL 34950
Witness #2 Post Office Address continued

TWELVE 28 LLC, a Florida limited liability company

By:x _____
George Douglas Miller, its Manager

STATE OF FLORIDA

COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me by means of physical presence this 17th day of December, 2024 by George Douglas Miller, the Manager of TWELVE 28 LLC, a Florida limited liability company, on behalf of the company. He is X personally known to me OR ____ produced personally known as identification.

SEALx

x _____
Notary Signature

x Lisa L. Bolton
Printed Notary Signature

My Commission Expires:**x**

LISA L. BOLTON
Commission # HH 592422
Expires November 3, 2028

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

BEGINNING at a point 25 feet West of the Northeast corner of the Southwest 1/4 of the Southwest 1/4 of Section 17, Township 35 South, Range 40 East; run thence West 233.23 feet to a concrete monument; thence Southerly parallel to Totten's Road, 523.5 feet, more or less, to the North right-of-way line of Okeechobee Road; thence Northeasterly along said right-of-way to a point 25 feet West of the East line of the said Southwest 1/4 of the Southwest 1/4; thence along a line parallel to and 25 feet West of the East line of the said Southwest 1/4 of the Southwest 1/4, 375.7 feet, more or less, to the POINT OF BEGINNING;

EXCEPTING THEREFROM THE FOLLOWING:

1. The North 100 feet thereof;
2. The South 20 feet of the North 120 feet thereof;
3. Tract described as: From the Northeast corner of the SW 1/4 of the SW 1/4 of Section 17, Township 35 South, Range 40 East, run West on the North line of SW 1/4 of the SW 1/4, 256.97 feet to the point of beginning; thence run Southerly parallel with Totten's Road 523.5 feet to the North boundary line of Okeechobee Road; thence run Southwesterly along said road 100 feet to a stake or pipe; thence run Northerly parallel to Totten's Road 585 feet to the North line of said SW 1/4 of the SW 1/4; thence run East 83.8 feet to the Point of Beginning.
4. Parcels thereof conveyed by Harry J. Kicliter and Ethel P. Kicliter to State of Florida for rights-of-way as described in Deed Book 236, page 398 and 399, Public Records of St. Lucie County, Florida.

PARCEL 2:

The North 120 feet of the following described property:

Beginning at the Northeast corner of the SW 1/4 of the SW 1/4 of Section 17, Township 35 South, Range 40 East, run West 256.97 feet more or less to a stake; thence Southerly parallel to Totten's Road 523.5 feet to the North line of the Okeechobee Road right of way; thence Northeasterly along said right of way to the East line of said SW 1/4 or SW 1/4; thence North along said East line 375.7 feet, more or less, to the point of beginning.

Except right of way now used for public roads.

BOUNDARY SURVEY

LEGAL DESCRIPTION:

THE NORTH 120 FEET OF THE FOLLOWING DESCRIBED PROPERTY: BEGINNING AT THE NORTHEAST CORNER OF THE SW 1/4 OF THE SW 1/4 OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST, RUN WEST 256.97 FEET MORE OR LESS TO A STAKE; THENCE SOUTHERLY PARALLEL TO TOTTEN'S ROAD 523.5 FEET TO THE NORTH LINE OF THE OKEECHOBEE ROAD RIGHT OF WAY; THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY TO THE EAST LINE OF SAID SW 1/4 OR SW 1/4; THENCE NORTH ALONG SAID EAST LINE 375.7 FEET, MORE OR LESS, TO THE POINT OF BEGINNING: EXCEPT RIGHT OF WAY NOW USED FOR PUBLIC ROADS. SUBJECT TO RESTRICTIONS, RESERVATIONS, LIMITATIONS, AND EASEMENTS OF RECORD, IF ANY; THIS REFERENCE TO SAID RESTRICTIONS SHALL NOT OPERATE TO REIMPOSE THE SAME, AND TAXES FOR THE CURRENT AND SUBSEQUENT YEARS. GRANTOR COVENANTS WITH GRANTEE THAT THE ABOVE DESCRIBED PROPERTY IS COMMERCIAL REAL PROPERTY AND IS NOT NOW, NOR HAS IT EVER BEEN, THE HOMESTEAD OF GRANTOR OR THE SPOUSE OF GRANTOR WHO LIVE ELSEWHERE IN ST. LUCIE COUNTY, FLORIDA.

BEGINNING AT A POINT 25 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST; RUN THENCE WEST 233.23 FEET TO A CONCRETE MONUMENT; THENCE SOUTHERLY PARALLEL TO TOTTEN'S ROAD, 523.5 FEET, MORE OR LESS, TO THE NORTH RIGHT-OF-WAY LINE OF OKEECHOBEE ROAD; THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY TO A POINT 25 FEET WEST OF THE EAST LINE OF THE SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE ALONG A LINE PARALLEL TO AND 25 FEET WEST OF THE EAST LINE OF THE SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, 375.7 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THE FOLLOWING: 1. THE NORTH 100 FEET THEREOF; 2. THE SOUTH 20 FEET OF THE NORTH 120 FEET THEREOF; 3. TRACT DESCRIBED AS: FROM THE NORTHEAST CORNER OF THE SW 1/4 OF THE SW 1/4 OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST, RUN WEST ON THE NORTH LINE OF SW 1/4 OF THE SW 1/4, 256.97 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTHERLY PARALLEL WITH TOTTEN'S ROAD 523.5 FEET TO THE NORTH BOUNDARY LINE OF OKEECHOBEE ROAD; THENCE RUN SOUTHWESTERLY ALONG SAID ROAD 100 FEET TO A STAKE OR PIPE; THENCE RUN NORTHERLY PARALLEL TO TOTTEN'S ROAD 585 FEET TO THE NORTH LINE OF SAID SW 1/4 OF THE SW1/4; THENCE RUN EAST 83.8 FEET TO THE POINT OF BEGINNING. 4. PARCELS THEREOF CONVEYED BY HARRY J. KICLITER AND ETHEL P. KICLITER TO STATE OF FLORIDA FOR RIGHTS-OF-WAY AS DESCRIBED IN DEED BOOK 236, PAGE 398 AND 399, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

COMMUNITY NUMBER: 120285
PANEL: 0186
SUFFIX: J
F.I.R.M. DATE:
FLOOD ZONE: X
FIELD WORK: 11/15/2024

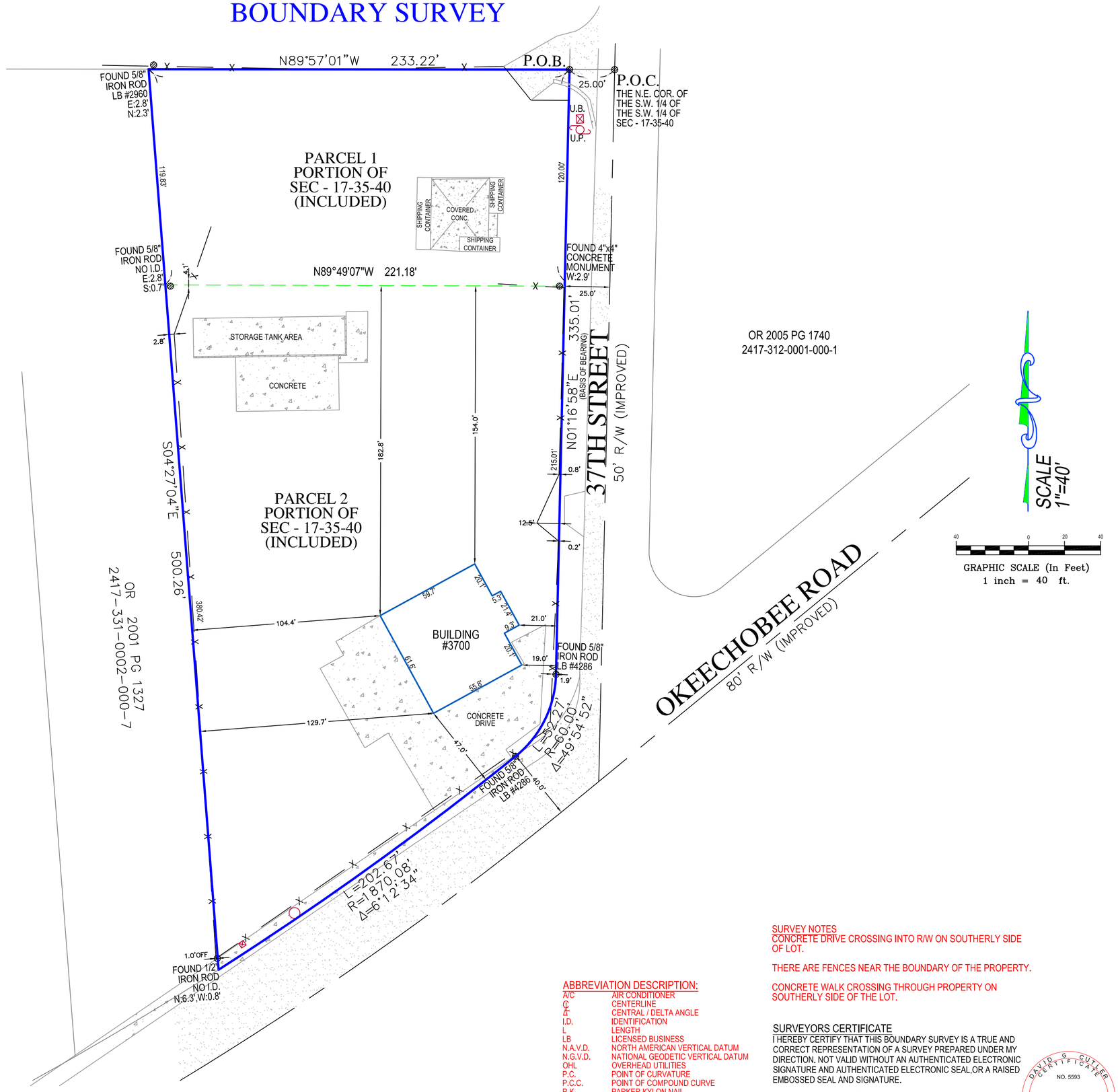
CERTIFIED TO:
TROIL SOUTH, LLC; CALIBER CONTRACTING, INC.

PROPERTY ADDRESS:
3700 OKEECHOBEE ROAD
FORT PIERCE, FL 34947

SURVEY NUMBER: 662054

SYMBOL DESCRIPTIONS:

= CATCH BASIN
= CENTERLINE ROAD
= COVERED AREA
= EXISTING ELEVATION
= HYDRANT
= MANHOLE
= METAL FENCE
= MISC. FENCE
= PROPERTY CORNER
= UTILITY BOX
= UTILITY POLE
= WATER METER
= WELL
= WOOD FENCE



REVISIONS:
1) LEGAL DESCRIPTION REVISED. . . 11-20-2024

ABBREVIATION DESCRIPTION:

A/C	AIR CONDITIONER
℄	CENTERLINE
Δ	CENTRAL / DELTA ANGLE
I.D.	IDENTIFICATION
L	LENGTH
LB	LICENSED BUSINESS
N.A.V.D.	NORTH AMERICAN VERTICAL DATUM
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
OHL	OVERHEAD UTILITIES
P.C.	POINT OF CURVATURE
P.C.C.	POINT OF COMPOUND CURVE
P-K	PARKER KYLON NAIL
P.R.C.	POINT OF REVERSE CURVE
PSM	PROFESSIONAL SURVEYOR MAPPER
P.T.	POINT OF TANGENCY
R	RADIAL / RADIUS
R/W	RIGHT OF WAY

SURVEY NOTES
CONCRETE DRIVE CROSSING INTO R/W ON SOUTHERLY SIDE OF LOT.

THERE ARE FENCES NEAR THE BOUNDARY OF THE PROPERTY.

CONCRETE WALK CROSSING THROUGH PROPERTY ON SOUTHERLY SIDE OF THE LOT.

SURVEYORS CERTIFICATE
I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION. NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL,OR A RAISED EMBOSSED SEAL AND SIGNATURE.

(SIGNED) _____
DAVID G CUTLER
PROFESSIONAL SURVEYOR AND MAPPER #5593

DAVID G CUTLER CERTIFICATE NO. 5593 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

GENERAL NOTES:
1) LEGAL DESCRIPTION PROVIDED BY OTHERS
2) THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS OR OTHER RECORDED ENCUMBRANCES NOT SHOWN ON THE PLAT.
3) UNDERGROUND PORTIONS OF FOOTINGS, FOUNDATIONS OR OTHER IMPROVEMENTS WERE NOT LOCATED.
4) WALL TIES ARE TO THE FACE OF THE WALL AND ARE NOT TO BE USED TO RECONSTRUCT BOUNDARY LINES.
5) ONLY VISIBLE ENCROACHMENTS LOCATED.
6) DIMENSIONS SHOWN ARE PLAT AND MEASURED UNLESS OTHERWISE SHOWN.
7) FENCE OWNERSHIP NOT DETERMINED.
8) ELEVATIONS INDICATED HEREON ARE IN FEET AND DECIMALS REFRENCED TO N.A.V.D. 1988
9) THIS SURVEY HAS BEEN COMPLETED FOR A MORTGAGE TRANSACTION. ITS SCOPE IS LIMITED TO THE DETERMINATION OF TITLE DEFICIENCIES. NO DESIGN OR CONSTRUCTION SHALL BE BASED UPON THIS SURVEY WITHOUT APPROVAL FROM TARGET SURVEYING FIRM. TO THE EXTENT PERMITTED BY LAW, TARGET SURVEYING SHALL HAVE NO LIABILITIES FOR ERRORS RESULTING FROM FAILURE TO ADHERE TO THIS CLAUSE.
10) IN SOME INSTANCES, GRAPHIC REPRESENTATIONS HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE RELATIONSHIPS BETWEEN PHYSICAL IMPROVEMENTS AND/OR LOT LINES. IN ALL CASES, DIMENSIONS SHALL CONTROL THE LOCATION OF THE IMPROVEMENTS OVER SCALED POSITIONS.

LB #7893
SERVING FLORIDA
6250 N. MILITARY TRAIL, SUITE 102
WEST PALM BEACH, FL 33407
PHONE (561) 640-4800
STATEWIDE PHONE (800) 226-4807
STATEWIDE FACSIMILE (800) 741-0576
WEBSITE: http://targetsurveying.net

TARGET SURVEYING, LLC

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

Jarrod Stern
Giangrande Engineering & Planning
710 SE Ocean Blvd.
Stuart, FL 34994

Subject: Annexation (PZANN2025-00002)
1903 S. 37th Street
Technical Review Committee comments **for June 26, 2025, TRC Meeting**

City of Fort Pierce Planning Department

1. The Planning Department has no objections to the annexation as the approval of the annexation will reduce the existing enclave.

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

To : Kerry Driver – Senior Planner

From : Selena Griffett, P.E.

Thru : Mark Zrallack, P.E. – City Engineer

Re : Annexation
1903 S 37th Street Parcel 2417-331-0001-000-0
PZANN2025-00002

Date : June 16, 2025

This is to advise you that we have completed the review of the following documents as received by this office on June 5, 2025:

- ☐ Development Permit Compliance Review
- ☐ Site Plan
- ☐ Conditional Use
- ☐ Permits
- ☐ Construction Drawings
- ☐ Test Reports & Related Documents
- ☐ Record Drawings
- ☒ Other Annexation

Based on our reviews and appropriate site final inspection, we

- ☒ Recommend
- ☐ Do Not Recommend
- ☐ Site Plan Approval
- ☐ DPCR Approval
- ☒ Annexation

Developer, Owner, Engineer, Contractor, and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

☐ See attached for comments

Z:\Shared\4400 Engineering\ENGINEERING\Site Development Projects\Addresses\1001 - 2000\1903 S 37 - PZANN2025-00002\Annexation 06162025\Annex 06162025.docx

PZANN2025-00002

JA

Jesse Almand<jalmand@slcfd.org>

Reply Reply all Forward

To: Kerry Driver

Mon 6/16/2025 2:44 PM

SECURITY WARNING: This email has been generated from external sources and is not affiliated with the City of Fort Pierce systems. Exercise caution while clicking on links or opening attachments. If you have any questions or concerns, please reach out to the IT department promptly.

SLCFD has no comments for this review.

Respectfully,

Jesse Almand 736
Lieutenant, Development/Site Planning Review
Saint Lucie County Fire District
Community Risk Reduction
(772) 621-3385

THE SUNRISE CITY
FORT PIERCE
POLICE DEPARTMENT
"In Honor We Serve"
Florida

Technical Review Committee meeting

June 26, 2025

Case #: PZANN2025-00002

Planner: City of Ft. Pierce Planning Department.

Annexation.

1903 South 37th St, Ft. Pierce.

Comments:

No comments at this time.

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

BUSINESS IMPACT ESTIMATE

SUBMITTED BY:

SUBJECT:

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1. Summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the municipality.

2. Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

   a. Estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted.

   b. Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.

   c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

4. Any additional information the Commission may find useful.

FLU COMPARISON -

FUTURE LAND USE COMPARISON

	ACRES	SQ.FT
SITE AREA	0.63	27,442.8

		RESIDENTIAL		COMMERCIAL	
	FLU	MAX DENSITY	MAX UNITS	FAR	MAX FLOORSPACE
EXISTING	SLC - COMMERCIAL (COM)	0	0	2.5	68,607.0 SQ.FT
PROPOSED	GENERAL COMMERCIAL (GC)	15	9	1.0	27,442.8 SQ.FT
	INCREASE / (DECREASE)		9		(41,164.2) SQ.FT

Note: SLC FAR Estimated based on lot coverage and building height restrictions

D R A F T

CITY OF FORT PIERCE

PLANNING BOARD

Planning Board Minutes

OF THE REGULAR MEETING OF THE FORT PIERCE CITY PLANNING BOARD HELD ON MONDAY, JULY 14, 2025, IN FORT PIERCE CITY HALL, COMMISSION CHAMBERS, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present:	Clayton Johnson; Justine Carter; Alexander Edwards; Ryan Collins; Nichelle Clemons, Chair
Absent:	Christopher Widing; Anton Kreisl
Staff Present:	Kev Freeman, Planning Director Vennis Gilmore, Senior Planner Kerry Driver, Senior Planner Alicia Rosenthal, Planning and Development Organizer

4. CONSIDERATION OF ABSENCES

Mr. Kreisl and Mr. Widing were excused.

5. APPROVAL OF MINUTES

a. Minutes from the June 9, 2025 meeting

Motion was made by Ryan Collins, and seconded by Alexander Edwards to approve the minutes from the June 9, 2025 meeting.

AYE: Alexander Edwards, Ryan Collins, Justine Carter, Chair Nichelle Clemons, Clayton Johnson

Passed

6. NEW BUSINESS

a. **PZANN2025-00002**
Annexation
1903 S. 37th Street

Ms. Driver gave an overview of the application. She said the site area is approximately 63 acres and the taxable value of the property is $34,991. Ms. Driver stated the existing county Future Land Use is Commercial and the proposed Future Land Use is General Commercial. The existing county zoning is Commercial Neighborhood and the proposed zoning is General Commercial. Ms. Driver showed the Future Land Use comparison chart.

No one spoke for or against the application.

Motion was made by Justine Carter, and seconded by Alexander Edwards to forward a recommendation of approval of the proposed annexation to the City Commission.

AYE: Ryan Collins, Clayton Johnson, Justine Carter, Alexander Edwards, Chair Nichelle Clemons

Passed

b. **PZSITE2025-00027**
Major Site Plan Amendment
Kings Landing
Generally located at or near 322 North 2nd Street

Mr. Freeman gave an overview of the application. He said the application proposes a major amendment to a previously approved site plan of eight (8) parcels in respect of the Kings Landing development. Mr. Freeman noted that on February 7, 2022, the City replaced the site plan with an amended site plan through Ordinance 22-003. Mr. Freeman explained there have been changes to the development agreement and the potential developers of the property. He said the application is under time constraints through a development agreement. He noted the Historic Preservation Board and City Commission hearings have to take place before September 2025. Mr. Freeman stated the existing zoning is PD - Planned Development and the existing Future Land Use is CBD - Central Business District. He showed the original site plan and the amended site plan. Mr. Freeman said the revision to the site plan was formulated through a meeting with the applicant, developer, and a number of city departments. One of the main points of the staff was how to be efficient in the layout and how additional parking could be created on the property in excess of what was already being proposed. He said the amended site plan has one single spine through route from Indian River Drive to N. 2nd Street and the site became more efficient and allowed for the development of a larger capacity parking garage within the property.

Mr. Freeman showed the Kings Landing site data comparison. He explained that the townhomes have been removed and are being constructed individually. The site has been bifurcated into two. The changes to the site plan include a downsized restaurant, the hotel has gone from 140 to potentially 148 rooms, retail space has been upsized, parking has increased to 516 parking spaces, and a fitness area and meeting rooms have been added. Mr. Freeman said the landscape plan centers on creating a pedestrian-friendly welcoming through street and lots of landscaping around the property. Mr. Freeman highlighted that it is important that this part of the development complies with the latest development agreement and all the dates in the proposal line up with the

agreement. The phasing schedule has been lined up to meet the timeline. Mr. Freeman showed the architectural drawings. He noted there are outstanding comments from the Engineering department that the applicant is working on and will need to be resolved before the presentation to the City Commission. Mr. Freeman said the Historic Preservation Board will be looking more at the architecture. He is hoping the City Commission hearing will be in September 2025 with all the Engineering comments complied with.

Ms. Carter asked if there had been discussions about making it a better plan with pervious pavement. Mr. Freeman said the applicant is proposing large tracts of pervious stormwater treatment.

Mr. Collins asked if the hotel parking was on site or in the city's parking garage.

Chair Clemons asked for clarification on the parking garage being completed in phase 2 and the hotel being completed in phase 1.

Dave Baggett, applicant representative from Haley Ward, answered questions from the Board. He stated eco-friendly items are actively being incorporated into the project. Mr. Baggett said they are working with the Ferguson company, which uses a lot of innovative stormwater technology. He said the site never had a permanent stormwater management system when it was the FPUA power plant. He said they are landscaping wherever they can. More details will be available at the site work permit when the construction plans are approved and the Engineering comments are addressed.

Bill Ware from Live Oak Holdings, answered the question about phasing. He stated they have three (3) phases and the third phase is the lot on the west side of 2nd Street. In an ideal world, Mr. Ware said he would like to start phase two before phase one is completed, which means the parking garage and everything to the south has to be commenced shortly thereafter. In the meantime, they would have to use the lot on the west side of 2nd Street for any parking needs and construction activity if the hotel is completed before the garage is done.

Ms. Carter asked if the lot has enough space if the hotel was at full capacity.

Mr. Collins asked if the plan was for the hotel to use the parking on site. Mr. Ware said the top floor of the hotel will be dedicated to the hotel. Mr. Collins asked about the brand of the hotel. Mr. Ware stated the hotel will be a Marriot Tribute. Mr. Collins asked if there was a restaurant on site. Mr. Ware said there is a restaurant in the hotel and on the first floor of the building adjacent to the hotel will also be a restaurant space.

Perry Lloyd, resident, said palm trees don't help with shade. He said there are no real trees in the drawing and Moore's creek could be smelly.

Ms. Carter asked about the impact of the drainage going into Moore's Creek and if there is room for improvement in adding trees. Mr. Baggett stated the stormwater system will provide for treatment and attenuation and a permit is required by South Florida Water Management. He said the rendering is an architectural concept and the landscape plan outlines the species of trees.

Mr. Johnson noted the development has more landscaping than most projects. There are 54 trees and 225 palm trees, and they have been asked to remove some of the landscaping.

Motion was made by Justine Carter, and seconded by Clayton Johnson to approve Kings Landing Major Amendment to the Site Plan with the following being met prior to presentation to the City Commission:
A. All requirements of the City's Engineering Department have been met. TOGETHER with the following Conditions added to the Ordinance

1. The Kings Villas element of the site plan is not incorporated within this approved site plan reference 25-114 HD KING - WARE R11.DWG.
2. The Timetable of Development shall comply with the Third Amendment to the Amended and Restated Agreement for Development of King's Landing, such;
   - Phase 1 to be completed no later than July 11, 2028.
   - Phase 2 building permits or DPCR approval for must be complete by February 24, 2027. Construction commencement for Phase 2 no later than May 19, 2027, and completion of Phase 2 no later than May 29, 2029
   - Phase 3 building permit or DPCR approval for construction of Phase 3 no later than August 23, 2028, and construction commencement of Phase 3 no later than November 15, 2028. Construction completion of Phase 3 no later than November 13, 2029.
3. All required Roadway improvements (including sidewalks) shall be completed and approved in compliance with the Development Agreement.
4. A Plat shall be required prior to the application for building permits in respect of vertical construction.

AYE: Justine Carter, Alexander Edwards, Clayton Johnson, Chair Nichelle Clemons
NAY: Ryan Collins
Passed

c. **PZCON2025-00006**
Conditional Use with No New Construction
House of Peace Group Living Facility
2021 Sunrise Boulevard

Mr. Gilmore gave an overview of the application. He said the request is to operate a licensed Agency for Persons with Disabilities (APD) provider group home. Mr. Gilmore stated the site is approximately 19 acres with an existing Future Land Use of Office-Professional and Business Services (OP) and the zoning of Office Commercial (C-1). The property is a 1,650 square-foot, single-family, one-story, 1954 home with 4-bedrooms and 2-bathrooms. The home is primarily surrounded by residential uses; all single-family homes and three (3) commercial parcels. Mr. Gilmore said the site currently has a driveway that does not have the minimum required driveway width. He said the group home will accommodate a maximum of five (5) residents, ranging from 21 to 65 years old. The home is co-ed, housing both male and female residents. Mr. Gilmore said the House of Peace will employ four (4) full-time rotating staff members. Staff will work in rotating shifts to ensure 24/7 supervision and support. He stated transportation will be provided by the facility, including a dedicated transport van used to take residents to and from medical appointments, community activities, and other services. Mr. Gilmore said staff recommend approval with two (2) conditions.

LaShonda Roberts, applicant and owner, stated the group home is a great opportunity to help, and she is looking forward to providing the service.

Chair Clemons asked if the driveway extension had been completed. Ms. Roberts said she will complete the driveway once the application has been approved.

Perry Lloyd, a resident, said there are lots of group homes in the neighborhood and state law

requires a specific distance between them.

Lisa Kauffman, property owner to the north of the home, said she doesn't know who will be at the group home. She also noted the group home is close to an elementary school and the group home provides no advantages to the neighborhood. Ms. Kauffman said the future sale of her home might not be a possibility.

William Faitella, resident, said he lives in the house next door. He said there is an elementary school, an at-risk school and a middle school nearby. Mr. Faitella said he is not sure if the group home will be a house of recovery.

Ms. Roberts, applicant, said the facility is for persons with mental disabilities. The residents will not be able to drive and will only be escorted by staff. She also noted that the residents have no place to go, and they do not communicate with their families. Ms. Roberts said she works for the school district, and she would not put any students in jeopardy.

Mr. Collins asked if there is a precedent for this type of change for the city. Mr. Gilmore said the state preempted jurisdiction to allow for six (6) individuals in residential zoning districts. He explained the group home is in a commercial zoning district, which requires Conditional Use approval. Mr. Gilmore said if there is another group home in the alloted area, the state would not issue a license.

Motion was made by Alexander Edwards, and seconded by Justine Carter to forward a recommendation of approval to the City Commission with the following two (2) conditions:

1. Per City Code Section 125-316. – Access Control: Residential driveways shall be a minimum of 12 feet wide with a maximum of 26 feet wide. The driveway width must be extended to a minimum width of 12 feet.
2. Limit the number of vehicles parked to no more than two (2) vehicles at a time.

AYE: Alexander Edwards, Clayton Johnson, Justine Carter, Chair Nichelle Clemons
NAY: Ryan Collins
Passed

d. **PZCON2025-00003**
Conditional Use with No New Construction
Aspatria Institute College
1404 South 28th Street

Ms. Driver gave an overview of the application. The parcel is approximately 68 acres with a Future Land Use of General Commercial (GC) and zoning of General Commercial (C-3). Ms. Driver said the college is for students 17 to 55 years old and the college offers diploma programs and associate of science degrees. Ms. Driver provided the operation details for the college, and she said three (3) new trees are shown on the landscape plan.

Chair Clemons asked if there was an irrigation system.

Dr. Jose Garcia, President of Aspatria College, said they have been approved by the state for college classes. He said the main campus is in Jacksonville, Florida and the Fort Pierce location will be a satellite campus. Dr. Garcia said normally, on site, there will be six (6) to ten (10) students and a staff of about four (4). Most of the classes are online. He stated some of the students would use the lab on the campus and the clinical rotations would be through the affiliated clinics. Dr. Garcia said the associate degrees are also done online, and they will

visit the campus only to register. He concluded that the flow of individuals going to the site will be very limited.

Perry Lloyed, resident, stated the parking at the building is insufficient.

Mr. Johnson asked if there would be an issue with the residential neighborhood with the classes being held till 10:00 PM.

Ms. Carter asked for the maximum number of students on the campus at one time.

Mr. Collins asked if the parking was adequte.

Motion was made by Ryan Collins, and seconded by Clayton Johnson to forward a recommendation of approval to the City Commission with the two (2) conditions:

1. Sign permits should be applied for prior to the issuance of Certificate of Occupancy
2. A notarized Landscape Maintenance Agreement is due prior to the issuance of CO

AYE: Ryan Collins, Clayton Johnson, Justine Carter, Alexander Edwards, Chair Nichelle Clemons

Passed

e. **PZANN2025-00003**
Proposed Annexation Agreement Discussion - Ashley Capital
Several parcels, including 2314-801-0006-000-1
North of Pruitt Research Road and West of Kings Highway

Mr. Freeman said this is an annexation agreement with Ashley Capital, who is designing a development off of South Kings Highway in the county. The agreement is to bring it in to the city at a later time and essentially underwrite that it is acceptable among both parties, including the county. The development will be processed, planned and approved in the county and subsequently be brought into the city.

Lee Dobbins, attorney from the Dean Mead Law Firm, stated that in 2022, St. Lucie County put out an RFP to purchase part of the county's undeveloped land in the TCERDA business park. They were looking for an experienced developer that could come in to provide good-paying jobs. He said Ashley Capital has a good proven track record in order to be able to deliver on the county's goals of providing economic development and good-paying jobs. Mr. Dobbins provided the history of Ashley Capital. They are looking to develop a large commercial/industrial facility that is different from large warehouse facilities. Mr. Dobbins noted that Ashley Capital owns and operates their facilities. He said research showed St. Lucie County has a strong need for smaller bays that would be available for up-and-coming businesses. Mr. Dobbins stated that in October 2024, Ashley Capital and St. Lucie County entered into an option agreement. He said Ashley Capital has to do a Future Land Use Amendment, zoning change and get site plan approval. Mr. Dobbins explained that once Ashley Capital gets all the land development approvals, they will close on the property and move forward with developing it. He highlighted that there is a reverter clause in the option agreement that says if Ashley Capital does not meet timeframes in terms of build out, the county can call the property back. Mr Dobbins stated there was an interlocal agreement between the city, FPUA, St. Lucie county and TCERDA relating to annexations of properties on Kings Highway in 2010. He noted that in January 2025 the agreement was further amended. The annexation agreement provides the timeframe for the TCERDA properties on Kings Highway being annexed into the city. Mr. Dobbins said the property Ashley Capital is buying from the county is a part of that land and Ashley Capital has another

60 acres they already own that they bought from the school district, which is also part of this development. He said Ashley Capital wants to avoid delays in the development of the property. They are concerned that if the property or parts of the property get annexed mainstream that could create problems with them getting their approvals. Mr. Dobbins said they approached city staff to see if they could enter into an annexation agreement that would allow Ashley Capital to annex in phases. City staff were supportive of it and an agreement was drafted to accomplish that.

Chair Clemons asked why they do not want to annex and build into the city. Mr. Dobbins said this is a county deal and the county wants to control it. The county wants to make sure they are not going to close the property until they know they are getting what was promised. The option agreement provides that Ashley Capital has to go through the entire process with the county before they close. They are going forward with a Planned Non-Residential Development (PNRD) which is similar to the city's Planned Development, which would include conditions of approval, conditional uses, allowed uses, and site plan. The county wants something that fits within TCERDA.

Ms. Carter asked if the city had to annex the property after it was built and Mr. Collins asked why they wanted the property annexed into the city.

Mr. Freeman said the city would like to see it annexed because of jobs and tax revenue for the city. The infrastructure and bureaucratic work would have been completed by the county.

Mr. Dobbins said the interlocal agreement between the city and county provides that properties within this area could be annexed within the next two years.

Ms. Carter asked if that is a normal timeline for properties being annexed into the city. Ms. Carter asked if there were concerns at all about the different codes between the county and the city.

Mr. Freeman said properties in the county that hook up to city services, water and sewer become subject to an agreement where, if they ever become contiguous with the city, the city would annex the property. Mr. Freeman stated it was taken to the Technical Review Committee to ensure that, in the design process, the applicant and review teams would be cognizant of what the city would be looking for. Mr. Freeman noted it is a very important piece of the Kings Highway area in terms of job creation and setting out a design template and also encouraging this sort of development in this location.

Ms. Carter asked what size of businesses would be in the buildings.

Jill Marasa, Ashley Capital Director of Development for the Treasure Coast, and Ryan Bloss, Ashley Capital Director of Leasing, signed in. Ms. Marasa said the goal is to have a mid-size project from 4,000 square feet up to 200,000 square feet. Ms. Marasa said they are looking for high-quality jobs focusing on manufacturing, aviation, synergy with the airport, trade in the region and what IRSC is doing at the Eastman Workforce Center. She noted this would be the first "Class A" commerce park in unincorporated St. Lucie County and probably the first one in Fort Pierce. Ms. Marasa highlighted that Ashley Capital has high standards, and they build for the long term because they will be here for the long term, and it also allows them to attract the highest and best businesses.

Mr. Freeman said staff will be reporting on the comments from the Planning Board to the City Commission.

Mr. Collins said he thinks this is a good deal and Chair Clemons said this is a win-win for the city.

7. COMMENTS FROM THE PUBLIC

There were no comments from the public.

8. DIRECTOR'S REPORT

Mr. Freeman stated the city is moving forward with the review of the comprehensive plan. As part of that, there will be two comprehensive plan workshops on August 6, 2025, and October 9, 2025, between 5 and 7 PM, that will be hosted by the Treasure Coast Regional Planning Council. He said the Treasure Coast Regional Planning Council has been appointed to look at the update of the comprehensive plan, which is required by state statute. He said the Treasure Coast Regional Planning Council will be giving a presentation at the Planning Board meeting and the City Commission day meeting on September 8, 2025. Mr. Freeman said there will be a questionnaire on the city's website that people can respond to. He noted there will be an opportunity for city citizens and representatives to put forward their issues and recommendations.

Mr. Freeman said at the budget workshop on July 14, 2025, there was large discussion looking at potential cuts in departments to get funding for the police and public works as far as staffing and salaries. He said the budget situation will be rationalized this week, and it will be presented to the City Commission on July 21, 2025.

Mr. Freeman said the Causeway Cove application is going on behind the scenes. He stated he had a conference call last week to talk about the methodology the development would need to be used for the traffic impact statement. Mr. Freeman said the call was with FDOT, St. Luice County, TPO and the reviewing consultant. Mr. Freeman noted staff and external agencies will be ensuring the traffic impact statement meets the criteria. He said once that is agreed upon, the applicant will form an analysis, and it will go through the county to their consultant for their review. The city will see the results and decide whether it will be acceptable or what measures will be needed for whatever traffic and transportation concerns arise.

9. BOARD COMMENTS

There were no comments from the Board.

10. ADJOURNMENT

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Annexation – Address: 1903 S. 37th Street - Parcel ID: 2417-331-0001-000-0

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: August 3, 2025
August 17, 2025

NOTICE TO COUNTY: July 21, 2025

NOTICE BY MAIL: N / A

NOTICE BY SIGNS: N/A

VERIFIED BY: Kerry C. Driver **TITLE:** Senior Planner

SIGNATURE: **DATE:** July 22, 2025

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO:	KERRY DRIVER, PLANNER, PLANNING DEPARTMENT
FROM:	SARA HEDGES, CITY ATTORNEY *SH*
RE:	ANNEXATION - 1903 S. 37TH STREET - PARCEL ID: 2417-331-0001-000-0
CAO RLS FILE:	RLS 25-194
DATE:	JULY 18, 2025

I have reviewed the above Request for Legal Services (RLS) related to an Annexation Ordinance for 1903 S. 37th Street. I have made suggested changes to the document as follows:

1. The effective date of the tax roll has been changed to January 1, 2026 instead of the July 1, 2025 date that was included. Per the Property Appraiser's Office, properties annexed by June 1 of a year go on the current year's tax rolls effective January 1 of the current year. Properties annexed after June 1, must go on the next year's tax rolls, effective January 1 of the next year. This information has been correct before and provided to the Planning Department. Please ensure this is corrected moving forward in all Ordinances submitted for review. I have also attached the email from the Property Appraiser's Office explaining this breakdown. If there are any questions, please let me know.
2. I have corrected the title block to explain the zoning classification and future land use designation being established are a City of Fort Pierce classification and designation.
3. I have changed zoning classification to zoning designation in the title block from consistency with how that is titled throughout the rest of the Ordinance and its Exhibits.
4. I have included in Section 3 that the word "zoned".
5. I have capitalized "Ordinance" in Section 4.
6. I have removed the February and March advertisement dates that were included. If this Ordinance was advertised then, it must be readvertised due to the changes in the title block. The advertisement dates will need to be included prior to presentation to the City Commission.

Please note, the Exhibits do not include the Parcel ID on the maps that are included. In reviewing the prior Annexation Ordinances, this is done in all of the most recent Ordinances I reviewed. It is recommended this be reviewed with the Planning Director and changed, if he believes it should be.

The Annexation Ordinance has been uploaded to Agenda Quick in a Track Changes and Clean Copy format with suggested changes 1-6, above, incorporated. The Clean Copy is approved as to form and correctness. If the Parcel ID number is added to the Exhibits, that **does not** need to be resubmitted for further review, unless you wish this Office to do so.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.
SH

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Linda Cox
Accounts Payable Dept
City Of Fort Pierce Legals
Po Box 1480
Fort Pierce FL 34954-1480

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of , was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

08/03/2025, 08/17/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 08/17/2025

Legal Clerk

Notary, State of WI, County of Brown

6/30/2029
My commission expires

Publication Cost:	$846.80	
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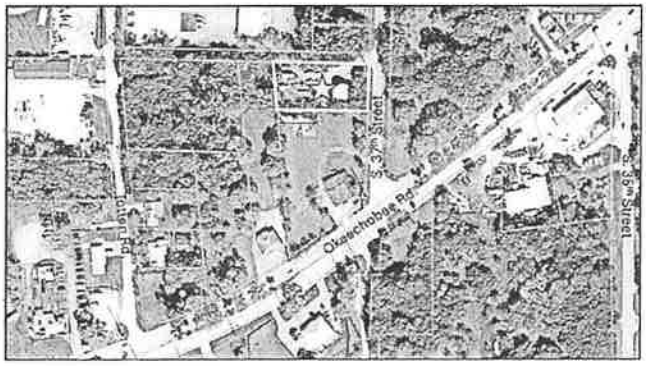
AMY KOKOTT
Notary Public
State of Wisconsin

CITY OF FORT PIERCE
NOTICE OF PROPOSED ANNEXATION

The City Commission of the City of Fort Pierce, Florida, pursuant to Chapter 171 of Florida State Statutes, and of the Code of Ordinances of the City of Fort Pierce, will on Monday, August 18, 2025 and Tuesday, September 2, 2025 hold Public Hearings on the enactment of the following proposed annexation ordinance on first and second readings, respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, at their meetings which begin at 5:05 p.m., to consider review and approval of the following ordinance entitled:

AN **ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) PARCEL AT 1903 S. 37th STREET AND SHOWN ON EXHIBIT A**; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2026; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE FORT PIERCE ZONING DESIGNATION; ESTABLISHING THE FORT PIERCE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFILICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.



All interested parties may appear at the Public Hearings and be heard with respect to the proposed annexation. Said proposed ordinance and application will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises you that if you or another person decide to appeal any decision made by the City Commission with respect to any matter considered at its meeting or hearing, that you or said person will need a record of the proceedings, and that for such purpose, affected persons may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3065 at least 48 hours prior to the meeting.

/s/ Linda W. Cox, City Clerk
Publish: 08/03/25 and 08/17/25

City Commission Regular Meeting - 5:05 PM **12. B.**

Meeting Date: 09/02/2025

Re: Proposed Ordinance 25-024, Mandatory Structural Inspections

Submitted For: Paul Thomas, Building Official, Building

SUBJECT:

PULLED AT STAFF'S REQUEST. Legislative Hearing - Ordinance 25-024 Creating Chapter 103, Article XII Mandatory Structural Inspections for Condominium and Cooperative Buildings. SECOND READING

SUMMARY:

The Florida Legislature enacted mandatory structural inspections for condominium and cooperative buildings to ensure such buildings are safe for continued use. The proposed Ordinance adopts a timeframe to schedule or commence repairs following the receipt of a Phase Two Milestone Inspection Report, as required by Section 553.899(11), Florida Statutes.

RECOMMENDATION:

Staff recommends approval of proposed Ordinance 25-024 Creating Chapter 103, Article XII "MANDATORY STRUCTURAL INSPECTIONS FOR CONDOMINIUM AND COOPERATIVE BUILDINGS".

ALTERNATIVES:

Do not approve at this time.

RESPONSIBLE STAFF:

Paul Thomas, CBO, CFM, Director of Building
Shaun Coss, CFM, Asst. Director of Building

COORDINATED WITH:

Sara Heges, City Attorney

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2025
Account:	N/A
Amount:	N/A

OTHER INFORMATION:

NA

Attachments

City Attorney Memo
Ordinance 25-024

Form Review

Inbox	Reviewed By	Date
Building	Paul Thomas	08/06/2025 03:30 PM
City Manager	Richard Chess	08/07/2025 11:19 AM

Form Started By: Shaun Coss Started On: 08/06/2025 02:58 PM
Final Approval Date: 08/19/2025

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: Shaun Coss, Assistant Director of Building, Building, Building Admin

FROM: Felicia Holloman, Assistant City Attorney FH

THROUGH: Sara Hedges, City Attorney *SH*

RE: Ord. 25-XXX MANDATORY STRUCTURAL INSPECTIONS FOR CONDOMINIUM AND COOPERATIVE BUILDINGS

CAO RLS FILE: 25-221

DATE: July 31, 2025

I have reviewed the above request for legal services related to the Ordinance concerning mandatory structural inspections for condominium and cooperative buildings. A redlined and clean copy of the Ordinance has been uploaded, and the clean copy is approved as to form and correctness.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.

ORDINANCE NO. 25-024

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; **CREATING CHAPTER 103 – BUILDINGS AND BUILDING REGULATIONS, ARTICLE XII – MANDATORY STRUCTURAL INSPECTIONS FOR CONDOMINIUM AND COOPERATIVE BUILDINGS, SECTIONS 103-425 – 103-449**; **PROVIDING FOR A TITLE IN SECTION 103-425**; **PROVIDING FOR APPLICABILITY IN SECTION 103-426**; **PROVIDING FOR DEFINITIONS IN SECTION 103-427**; **PROVIDING FOR A TIMEFRAME TO SCHEDULE OR COMMENCE REPAIRS FOLLOWING RECEIPT OF A PHASE TWO INSPECTION REPORT IN SECTION 103-428**; **PROVIDING FOR ENFORCEMENT IN SECTION 103-429**; **PROVIDING FOR RESERVATION OF SECTIONS 103-430 – 103-449**; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature enacted mandatory structural inspections for condominium and cooperative buildings to ensure such buildings are safe for continued use; and

WHEREAS, section 553.899(11)(2025), Florida Statutes, requires municipalities to adopt an ordinance requiring that a condominium or cooperative association and any other owner subject to section 553.899, Florida Statutes schedule or commence repairs for substantial structural deterioration within a specified timeframe.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida:

SECTION 1. Chapter 103 – Buildings and Building Regulations, Article XII – Mandatory Structural Inspections for Condominium and Cooperative Buildings, Section 103-425 - Title of the Code of Ordinances of the City of Fort Pierce, is hereby created and adopted as follows:

Article XII. – MANDATORY STRUCTURAL INSPECTIONS FOR CONDOMINIUM AND COOPERATIVE BUILDINGS

Sec. 103-425. – Title.

This article shall be known as “Mandatory Structural Inspections for Condominium and Cooperative Buildings”.

Sec. 103-426. – Applicability.

The provisions of section 553.899, Florida Statutes and Chapter 1 of the Florida Building Code shall be applicable as a standard in the City. Every condominium and cooperative building subject to the provisions of section 553.899, Florida Statutes and Chapter 1 of the Florida Building Code shall comply with the provisions set forth herein.

Sec. 103-427. – Definitions.

Words, terms and phrases, when used in this article, shall have the meanings ascribed to them in section 553.899, Florida Statutes and chapter 1 of the Florida Building Code, except where the context clearly indicates a different meaning

Sec. 103-428. – Timeframe.

A condominium or cooperative association and any other owner that is subject to this section shall schedule or commence repairs for substantial structural deterioration within 365 days after the city receives a phase two inspection report. If an owner of the building fails to submit proof to the city that repairs have been scheduled or have

commenced for substantial structural deterioration identified in a phase two inspection report within such timeframe, the city must review and determine if the building is unsafe for human occupancy.

Sec. 103-429. – Enforcement.

This article shall be enforceable in the same manner as any other ordinances or laws of the city, as provided elsewhere in this Code, or as otherwise provided by law.

Secs. 103-430 – 103-449. – Reserved.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 3. This ordinance is and the same shall become effective immediately upon final passage hereof.

SECTION 4. If any provision of this Ordinance is held to be invalid, unconstitutional, or unenforceable for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining portions of this article, which shall be deemed separate, distinct and independent provisions to the fullest extent possible.

APPROVED AS TO FORM
AND CORRECTNESS:

_____
Sara K. Hedges
City Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 25-024 was duly advertised by title only in the St. Lucie News Tribune on XXXX; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on Monday, August 18, 2025; and was duly introduced, read by title only, and passed on second and final reading on Tuesday, September 2, 2025, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida.

_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

City Commission Regular Meeting - 5:05 PM **12. C.**

Meeting Date: 09/02/2025

Re: Kings Landing PD - Amendment to Final Site Plan

Submitted For: Kev Freeman, Planning Director, Planning Department

SUBJECT:

Quasi-Judicial Hearing - Ordinance No. 25-025. An Ordinance amending the King's Landing Planned Development in respect of (8) eight parcels and representing approximately 7.50 acres of land generally located at or near 322 North 2nd Street, as established by Ordinance 20-012 and amended by Ordinance 22-003 and the associated conceptual site plan(s) thereto; approving a final site plan; approving a planned development zoning agreement; providing for a severability clause; providing for repeal of ordinances or parts thereof in conflict herewith and providing for an effective date. FIRST READING

SUMMARY:

Pursuant to Code Sections 125-157 (2), 125-212, 125-313 and 125-314, the applicant is seeking approval for a major amendment to the PD and Site Plan (Development and Design Review) to construct a mixed-use development project, known as Kings Landing, on 7.824 acres generally located at 322 North 2nd Street.
On February 7, 2022, the City amended and restated Ordinance 20-012 to replace the previously approved conceptual master plan with a final site plan for the Subject Property located at or near 322 North 2nd Street, through Ordinance 22-003. The amended final site plan will replace the previously approved final site plan (Ord 22-003).
The subject parcels have a Future Land Use designation of Central Business District (CBD) with a compatible overlying Zoning classification of PD. The land is currently cleared, and part of the original Kings Landing development is undergoing town-home construction. The site subject to this application remains undeveloped. Parcel ID(s): 2410-503-0041-020-4, 2410-503-0043-000-2, 2410-503-0020-000-5, 2410-503-0019-010-8, 2410-503-0019-000-5, 2410-503-0034-000-6, 2410-503-0036-010-3, and 2410-503-0030-000-8.

The proposed amendments include:
·Re-arrangement of the building footprints.
·Re-arrangement of the roadway connections within the site.
·Increase in on-site parking spaces.
·Greater variety of uses.
·Building height distribution.

RECOMMENDATION:

Staff recommend **Approval** of the amendment to the Kings Landing PD site plan subject to the six (6) attached conditions:
1. The Kings Villas element of the site plan is not incorporated within this approved site plan reference 25-114 HD KING - WARE R11.DWG.
2. The Timetable of Development shall comply with the Third Amendment to the Amended and Restated Agreement for Development of King's Landing, such;
·Phase 1 to be completed no later than July 11, 2028.
·Phase 2 building permits or DPCR approval for must be complete by February 24, 2027. Construction commencement for Phase 2 no later than May 19, 2027, and completion of Phase 2 no later than May 29, 2029.
·Phase 3 building permit or DPCR approval for construction of Phase 3 no later than August 23, 2028, and construction commencement of Phase 3 no later than November 15, 2028. Construction completion of Phase 3 no later than November 13, 2029.
3. All required roadway improvements (including sidewalks) shall be completed and approved in compliance with the Development Agreement.
4. A Plat shall be required prior to the application for building permits in respect of vertical construction.
5. A Street Lighting Plan shall be submitted and approved prior to first certificate of occupancy in respect of a vertical construction building permit within each phase.
6. A Landscape maintenance agreement shall be submitted and approved prior to first certificate of occupancy in respect of a vertical construction building permit within each phase.

ALTERNATIVES:

Approval with additional/alternative conditions.
or
Denial.

RESPONSIBLE STAFF:

Kev Freeman, Planning Director

COORDINATED WITH:

Technical Review Committee
Planning Board
Historic Preservation Committee
City Attorney's Office

Fiscal Impact

Budgeted Y/N: N

OTHER INFORMATION:

N/A

Attachments

Staff Report
Staff Presentation
Ordinance 25-025
CA memo

Narrative
Design Narrative
Deed
Agent Authorization
Property Appraiser Cards
Capacity Analysis
Amended PD Site Plan for Signature
PD Phasing Plan
Architectural Details
Survey - TOPO
Landscape Plan
Environmental Assessment
Traffic Impact Report
Phasing Plan
Site Photos - Existing
Neighboring Property Photos - Existing
Previously Approved Site Plan - 2022
PD Development Agreement
HPB Approval
Public Notification Certification
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Richard Chess	08/22/2025 04:50 PM

Form Started By: Kev Freeman
Started On: 08/06/2025 01:25 PM
Final Approval Date: 08/22/2025

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO:	Richard Chess, City Manager City Commission
FROM:	Kev Freeman, Planning Director
RE:	**PZSITE2025-00007, KINGS LANDING PD MAJOR SITE PLAN AMENDMENT**
COMMISSION DATE:	September 2, 2025

STAFF REPORT

Agent (on behalf of the Owner): HALEY WARD,

Owner: Audubon Development, LLC

Location: 322 N 2nd Street.

Request
Pursuant to Code Sections 125-157 (2), 125-212, and 125-313.; 125-314, the applicant is seeking approval for a major amendment to the PD and Site Plan (Development and Design Review) to construct a mixed-use development project on 7.824 acres generally located at 322 North 2nd Street.

Parcel ID(s)

2410-503-0041-020-4,
2410-503-0043-000-2,
2410-503-0020-000-5,
2410-503-0019-010-8,
2410-503-0019-000-5,
2410-503-0034-000-6,
2410-503-0036-010-3,
2410-503-0030-000-8

Historic Status

This is a vacant property located in the Downtown Historic District.



Background

In 2002, Downtown Fort Pierce was designated as a historic district due to the architectural significance in the Mediterranean Revival, Mission, Art Modern, Bungalow, Classical Revival, Colonial Revival, Frame Vernacular and Masonry Vernacular styles. The Downtown Historic District is the foundation for the City's commercial, political, and social history.

On August 17, 2020, the City of Fort Pierce (the "City") and the Fort Pierce Redevelopment Agency (the "FPRA") as owners of said property rezoned the Subject Property located at or near 322 North 2nd Street from Central Commercial, C-4 (2 properties) & Light industrial, I-1 (8 properties) to Planned Development, PD, with an underlying zoning of Central Commercial, C- 4, and approved a conceptual site plan, through Ordinance 20-012; (the "King's Landing Planned Development"). Ordinance 20-011 amended the Future Land Use from Industrial to Central Business District.

On May 24, 2021, the Historic Preservation Board (HPB) approved a Certificate of Appropriateness (COA) for the King's Landing project, the site of the former H.D. King Plant site, circa 1911, located in the heart of the City's downtown. On October 25, 2021, following the HPB approval, an application for an amendment to the Planned Development (PD) and Site Plan was recommended for approval by the Planning Board (PB).

On February 7, 2022, the City amended and restated Ordinance 20-012 to replace the previously approved conceptual master plan with a site plan for the Subject Property located at or near 322 North 2nd Street, through Ordinance 22-003.

The City, the FPRA, and Audubon Development, Inc. ("Audubon") entered into a Development agreement dated December 2, 2019, which was subsequently amended through a third amendment, dated April 8, 2025. Said Development Agreement shall serve as the Planned Development Zoning Agreement required under the Code for the Subject Property.

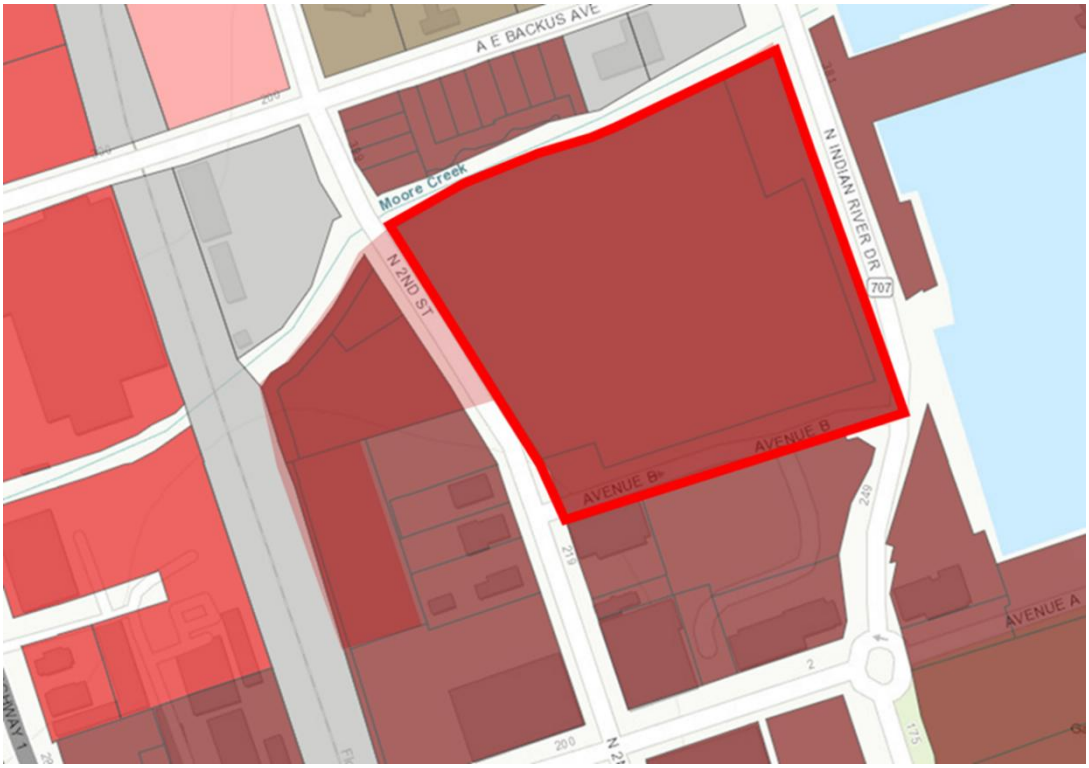
On January 6, 2025, the City passed Resolution No. 25-R05, approving the sale of a portion (0.76 Acres) of the King's Landing Planned Development along A.E. Backus Avenue to be developed as residential villas (the "Villas Plat Property"). The Villas Plat Property obtained Final Plat approval for ten (10) single-family lots on September 5, 2023.

The subject parcels have a Future Land Use designation of Central Business District (CBD) with a compatible overlying Zoning classification of PD. The land is currently cleared, and part of the original Kings Landing development is undergoing town-home construction. The site subject of this application remains undeveloped.



Location

Zoning & Future Land Use (Planned Development Zoning & Central Business District (FLU)



Downtown Business and Entertainment District Overlay

The property of this application is located within the Downtown Business and Entertainment District Overlay (downtown overlay)

City Code that delineates downtown and defines desirable characteristics of this area. The purpose of this overlay is to recognize:

- The unique urban character of the downtown;
- The unique orientation to the waterfront;
- Its historic urban design typified by its pedestrian-oriented design and its humanscale development to further the downtown's desirability as a place to work, play and live through encouraging a broad variety of urbanscale uses.

Pursuant to Code Section Sec. 125-157(2)3.(i) and (ii), all parcels within the district are exempt from off-street parking and landscaping requirements.

Amendment to the adopted PD

The purpose of the PD District is to provide a process for the evaluation of individually planned developments which may not otherwise be permitted in the zoning districts. The PD District is to be a voluntary process commenced by an applicant for such zoning designation. The standards and procedures of this district are intended to promote flexibility of design and permit planned diversification and integration of uses and structures, while at the same time granting the city commission the absolute authority to establish such limitations and regulations as it deems necessary to protect the public health, safety and general welfare.

The PD district is designed to allow an applicant to submit a proposal for consideration, for any use or any mixture of uses. Changes to approved PD site plans are either major modifications or minor modifications. A major modification requires the approval of the city commission, while a minor modification may be done administratively by the planning director. Generally, additions, deletions, changes in the use, density, sequence of development or other specifications of an approved PD plan are to be viewed as a major modification.

The subject site plan will replace the previously approved site plan (Ord 22-003) in respect of the Subject Property. The amendments include:

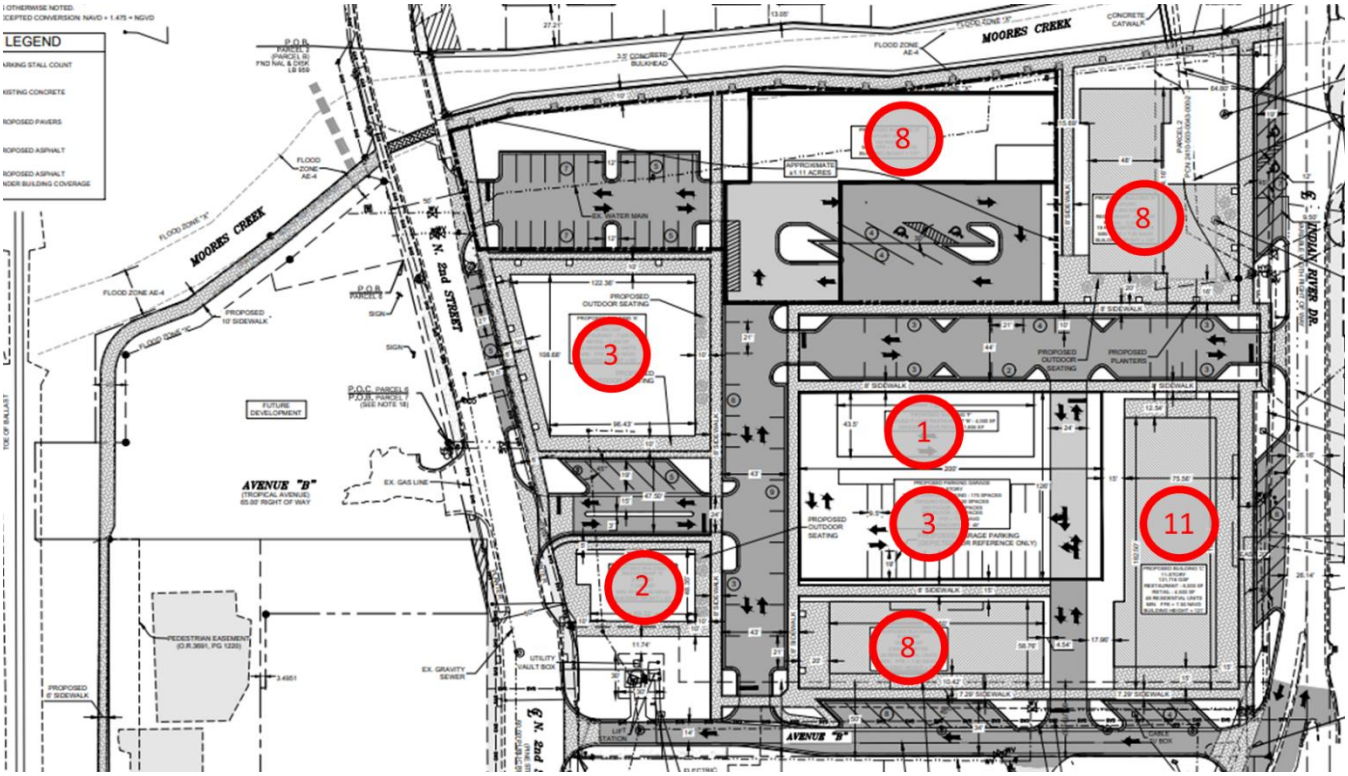
- Re-arrangement of the building footprints.

- Re-arrangement of the roadway connections within the site.
- Increase in on-site parking spaces.
- Variety of uses.
- Building height distribution.

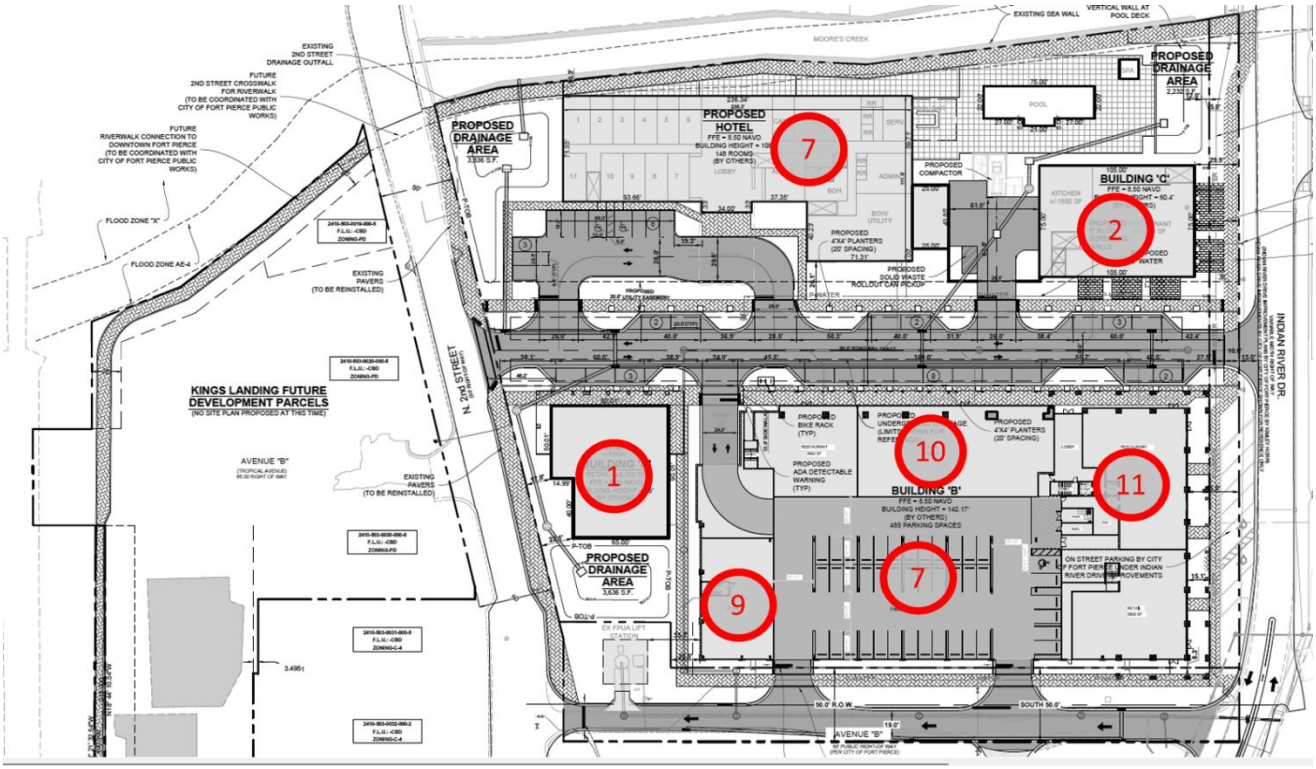
ORIGINAL SITE PLAN	
RESIDENTIAL	106 CONDOS
	8 TOWNHOMES
RESTAURANT	38,085 Sq.Ft.
HOTEL	140 ROOMS
RETAIL	17,290 Sq.Ft.
PARKING - SURFACE	129
PARKING - GARAGE	299
PARKING - TOTAL	428

AMENDED SITE PLAN	
RESIDENTIAL	106 CONDOS
REMOVED FROM PLAN	TOWNHOMES
RESTAURANT	12,900
HOTEL	148 ROOMS
RETAIL	19,900 Sq.Ft.
PARKING - SURFACE	31
PARKING - GARAGE	485
PARKING - TOTAL	516
FITNESS	3,500 Sq.Ft.
MEETING ROOMS	3,000 Sq.Ft.

Existing Approved Site Plan (Building Heights Indicated)



Proposed Amended Site Plan (Building Heights Indicated)



Site Plan (Development and Design Review) Criteria

All development requiring site plan approval are subject to the City's design review process. In addition, the City's Planning Board functions as the design review board being responsible for such design review, which is completed as part of the development review process. Design review related to any changes to historic structures, or any new construction on an historic site or in an historic district shall also be reviewed by the Historic Preservation Board in accordance with Chapter 111.

The quality and compatibility of any proposed development in the City is of public concern for all building and site improvements. The City's architectural design review standards suggest approaches to design situations that will contribute to the existing and developing character of the City.

The intent of the City's design review process is not to stifle innovative architecture but rather to ensure respect for and reduce incompatible and adverse impacts on the visual experience throughout the City. The City Code seeks to accomplish appropriate design through respectful interpretation of vernacular building typologies and styles in proposed development. The City Code encourages proposed designs to take cues from traditional styles characteristic of the City’s architecture, including but not limited to wood and

masonry vernacular buildings characterized by a blend of Cracker, Classical Revival, Victorian, Mediterranean, including Mission and Spanish Eclectic, Streamlined Art Deco, Mid-Century Modern, Colonial, Prairie and Craftsman styles.

The proposal provides its own interpretation of these styles and vernacular palette, influenced by local and regional architectural patterns. The site design, building layout, and architectural design are considered to be compatible with the scale and character of the City's mix of existing buildings and land uses.

Comprehensive Plan

1.1.6 Policy: B.

Central Business District (CBD):

The CBD designation provides for mixed-use development that may include office commercial/retail, and residential. The CBD is intended to provide for higher density mixed-use development within downtown Fort Pierce. Uses within the CBD shall include residential (condominiums, apartments, single family, attached and detached); office including, but not limited to, including artist work and sales space; retail including, but not limited to, boutiques, cafes, and restaurants; fuel sales; hotels/motels; parks and recreation; governmental facilities; complementary parks and parking facilities. This land use designation allows a maximum density of 30 dwelling units per acre and a maximum FAR of 3.0. Key characteristics of CBD shall include:

- Compact and intensive development pattern on a pedestrian scale;
- Buildings oriented to the street and define the streetscape and civic spaces;
- Development design that encourages pedestrian-oriented activities with
- plazas, cafes, bookstores, and restaurants that draw a variety of people;
- Vertical and horizontal integration of residential and non-residential uses;
- Good connection to transit and pedestrian facilities;
- Public parks and open space areas within walking distance of development;
- Parking that is integrated into street design and buildings or placed in separate structures; and
- Wide sidewalks with appropriate pedestrian amenities.

Residential uses shall comprise a minimum of 25 percent of the total floor area of the Central Business District future land use designation. Single family uses

shall only be permitted as a part of an overall mixed-use development which includes office, commercial, artisan, or retail.

The proposed amendment to the site plan complies with the Comprehensive Plan in general and specifically with Comprehensive Plan Policy 1.1.6. B.

Public Health, Safety and General Welfare

The proposal will not have an adverse effect on the ability of the city to satisfy land and water use needs and to meet transportation demands and provide community facilities and services, and will promote and protect the public health, safety and general welfare as required by Section 125-136 of the City's Code of Ordinances;

Technical Review Committee (TRC)

All affected city and county departments have reviewed the proposed major amendment to the approved PD Development and Site Plan (Development and Design) Review applications.

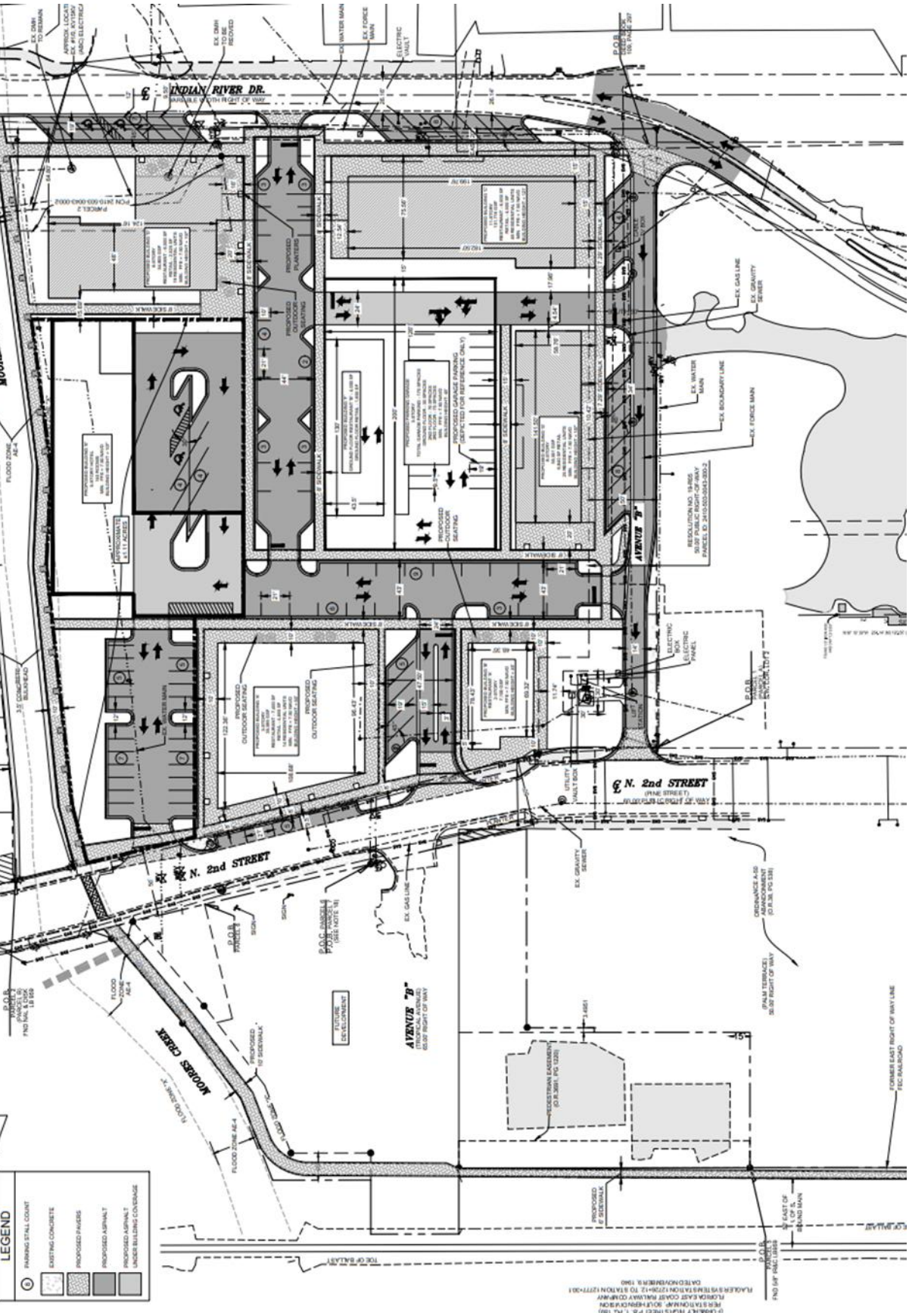
Planning Board

The City of Fort Pierce Planning Board, at their July 14, 2025, meeting, voted 4 to 1 to recommend approval of the major amendment to the Planned Development Zoning and the Final Site Plan.

Historic Preservation Board

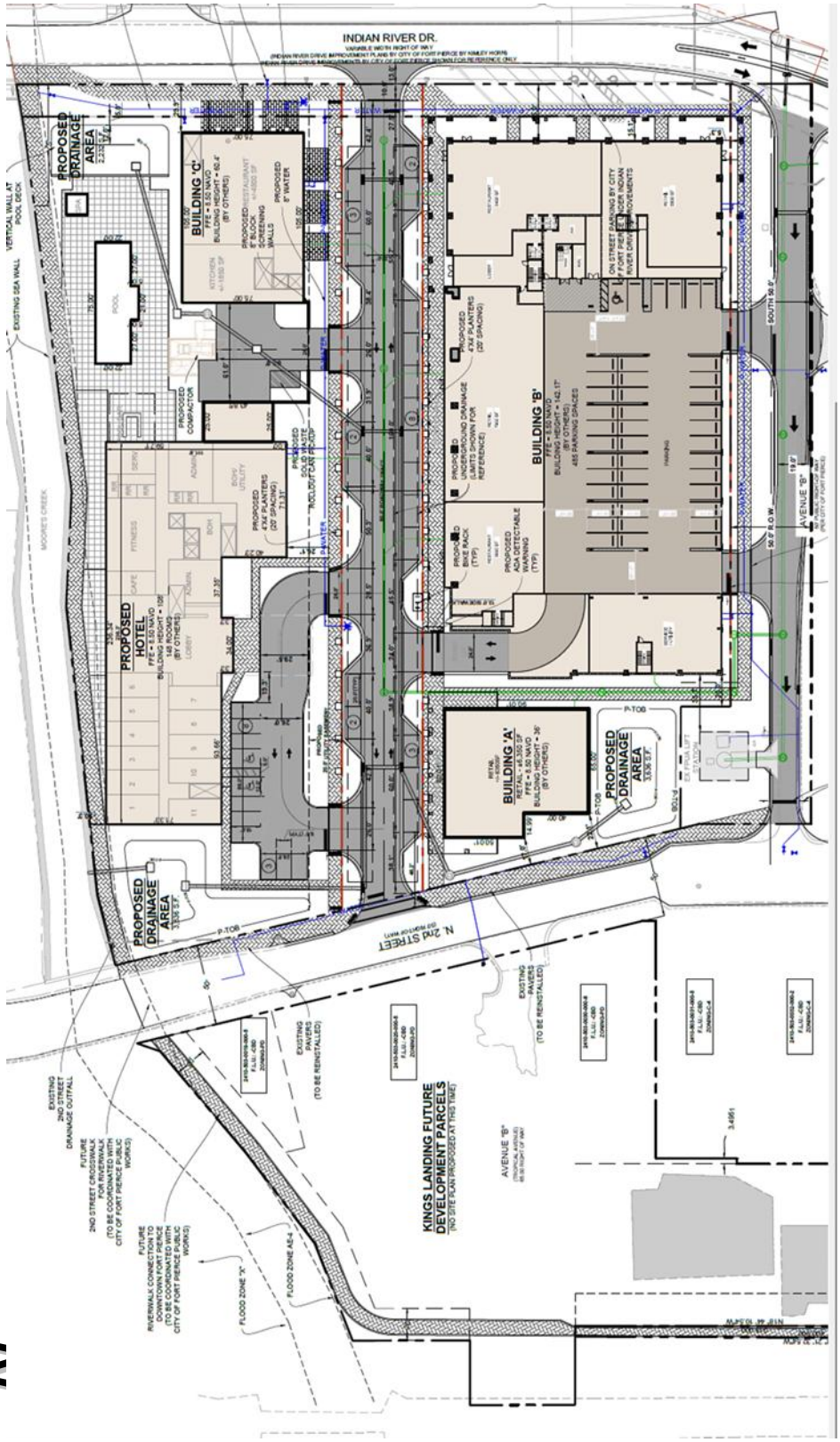
The City of Fort Pierce Historic Preservation Board, at their July 28, 2025 meeting, voted 5 to 0 to approve the request for a Certificate of Appropriateness for the major amendment to the Planned Development Zoning and the Final Site Plan.

EXISTING APPROVED SITE PLAN



PROPOSED SITE PLAN

The amended site plan includes an interior parking structure and adjustments to the layout, streets and parking configurations, among other refinements.



PROPOSED SITE PLAN





Architectural Design Concepts and Architectural Language:

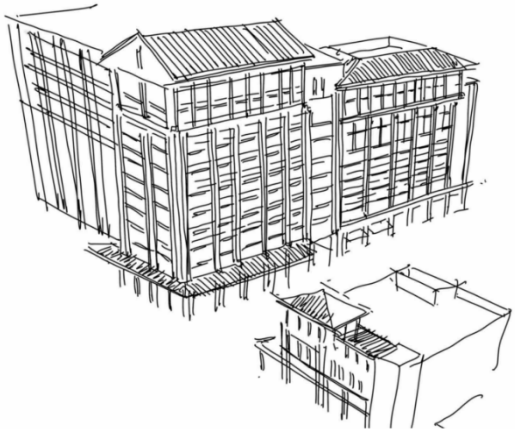
The following elevations shown on the subsequent pages demonstrate the architectural style of the proposed King's Landing mixed use development. Although the design is described as contemporary, featured elements include historical elements of the Mediterranean Revival, Mission, Bungalow, and Masonry Vernacular styles.

- The massing of the development steps down from the east to west, ending at 2-3 stories along the eastern edge adjacent to the lower scale of the existing development.
- Active Urban Street, laid out as a central boulevard spine.
- Active Restaurant and Retail at street level.
- Active uses lining the parking garage to the street.
- Development comprises a mixture of contemporary structures, in general keeping with the south Florida stye.
- Architectural detail such as standing seam roofs, exposed rafter tail detailing and overhangs.
- Terraces and street level colonnades.
- Mixture of gable and hip roof profiles to create variety and roof articulation.
- Painted stucco, horizontal slat and veneer stone cladding at accent areas.
- Varied pattern of window openings and proportion.
- Horizonal articulation throughout.
- Louvered panels and sun grills.

Conclusion:

Positioned at a prominent downtown location, overlooking the Indian River waterfront and city marina. The architectural style is contemporary but features design elements that blend with the existing surroundings and urban marina setting and scenic beauty. The proposed development maintains human scale and pedestrian orientation through dedicated walkways, shaded arcades, and expansive storefronts.

Provided Concept Sketch:



ELEVATIONS



APPROVED INTERNAL WEST ELEVATION — FEBRUARY 2022



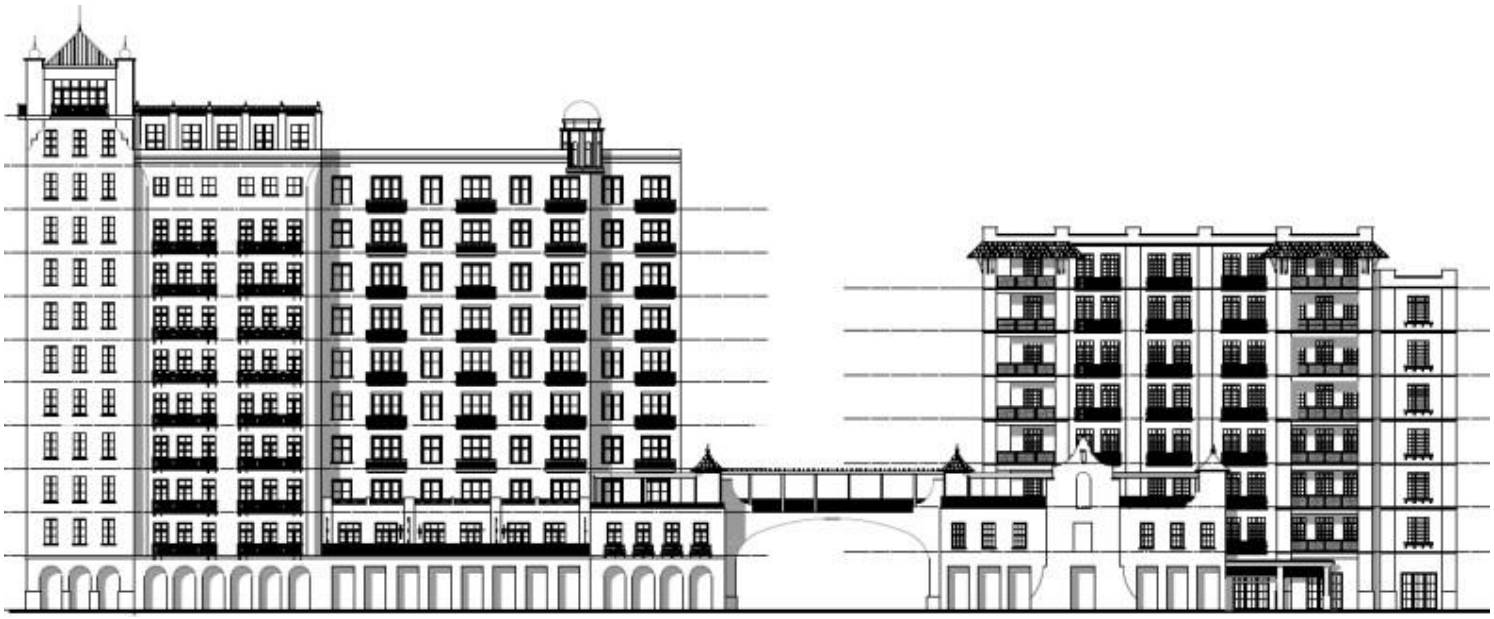
PROPOSED SE INTERIOR ELEVATION



APPROVED INTERNAL NORTH ELEVATION — FEBRUARY 2022



PROPOSED INTERNAL NE ELEVATION



APPROVED EAST ELEVATION — FEBRUARY 2022



PROPOSED EAST ELEVATION



APPROVED SOUTH ELEVATION — FEBRUARY 2022



PROPOSED SOUTH ELEVATION

RECOMMENDATION

Staff recommend **Approval** of the amendment to the Kings Landing PD site plan subject to the six (6) attached conditions:

1. The Kings Villas element of the site plan is not incorporated within this approved site plan reference 25-114 HD KING - WARE R11.DWG.

2. The Timetable of Development shall comply with the Third Amendment to the Amended and Restated Agreement for Development of King's Landing, such;

·Phase 1 to be completed no later than July 11, 2028.

·Phase 2 building permits or DPCR approval for must be complete by February 24, 2027. Construction commencement for Phase 2 no later than May 19, 2027, and completion of Phase 2 no later than May 29, 2029.

·Phase 3 building permit or DPCR approval for construction of Phase 3 no later than August 23, 2028, and construction commencement of Phase 3 no later than November 15, 2028. Construction completion of Phase 3 no later than November 13, 2029.

3. All required roadway improvements (including sidewalks) shall be completed and approved in compliance with the Development Agreement.

4. A Plat shall be required prior to the application for building permits in respect of vertical construction.

5. A Street Lighting Plan shall be submitted and approved prior to first certificate of occupancy in respect of a vertical construction building permit within each phase.

6. A Landscape maintenance agreement shall be submitted and approved prior to first certificate of occupancy in respect of a vertical construction building permit within each phase.

Alternative Actions:

- Approve the proposed revised Site Plan Amendment. with conditions or recommendations
- Deny the proposed revised Site Plan Amendment.

CITY OF FORT PIERCE

CITY COMMISSION
SEPTEMBER 2, 2025

KINGS LANDING PLANNED DEVELOPMENT
MAJOR AMENDMENT TO PD FINAL SITE PLAN
PD2025-00027

APPLICATION
PD2025-00027

AGENT: HALEY WARD

APPLICANT: Audubon Development Inc

ADDRESS: 322 N 2ND ST

PARCEL ID(s) #: 2410-503-0041-020-4, 2410-503-0043-000-2, 2410-503-0020-000-5, 2410-503-0019-010-8, 2410-503-0019-000-5, 2410-503-0034-000-6, 2410-503-0036-010-3, and 2410-503-0030-000-8

SUMMARY

The application proposes a major amendment to a previously approved site plan in respect of the Kings Landing development.

On February 7, 2022, the City replaced the site plan with an amended site plan for the subject properties, through Ordinance 22-003.

This proposal incorporates an amended final site plan and revised architectural design and building layout.

BACKGROUND

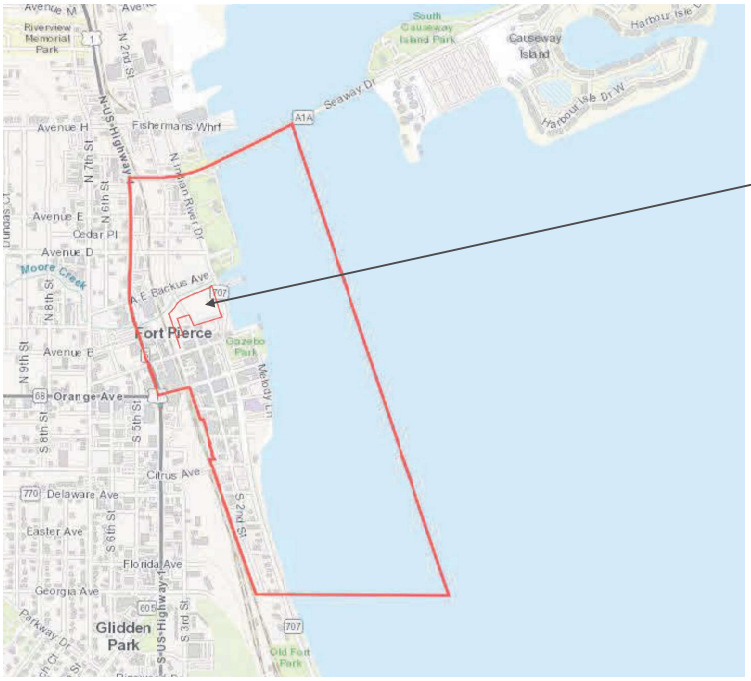
On May 24, 2021, the Historic Preservation Board (HPB) approved a Certificate of Appropriateness (COA) for the King's Landing project, the site of the former H.D. King Plant site, circa 1911, located in the heart of the City's downtown. On October 25, 2021, following the HPB approval, an application for an amendment to the Planned Development (PD) and Site Plan was recommended for approval by the Planning Board (PB). The application was further amended and approved by the HPB and thereafter approved by the City Commission at its February 7, 2022, meeting. This application includes design elements presented and approved by the PB at its July 14, 2025, meeting. The changes include additional parking and redesigned building footprints, and site layout.

The subject properties consist of approximately 7.824 acres and are located west of Indian River Drive and south of A.E. Backus Avenue. The subject parcels have a Future Land Use designation of Central Business District (CBD) with a compatible overlying Zoning classification of PD. The land is currently cleared, and part of the original Kings Landing development is undergoing town-home construction. The area subject to this application remains undeveloped.

SITE LOCATION



DOWNTOWN BUSINESS AND ENTERTAINMENT DISTRICT OVERLAY



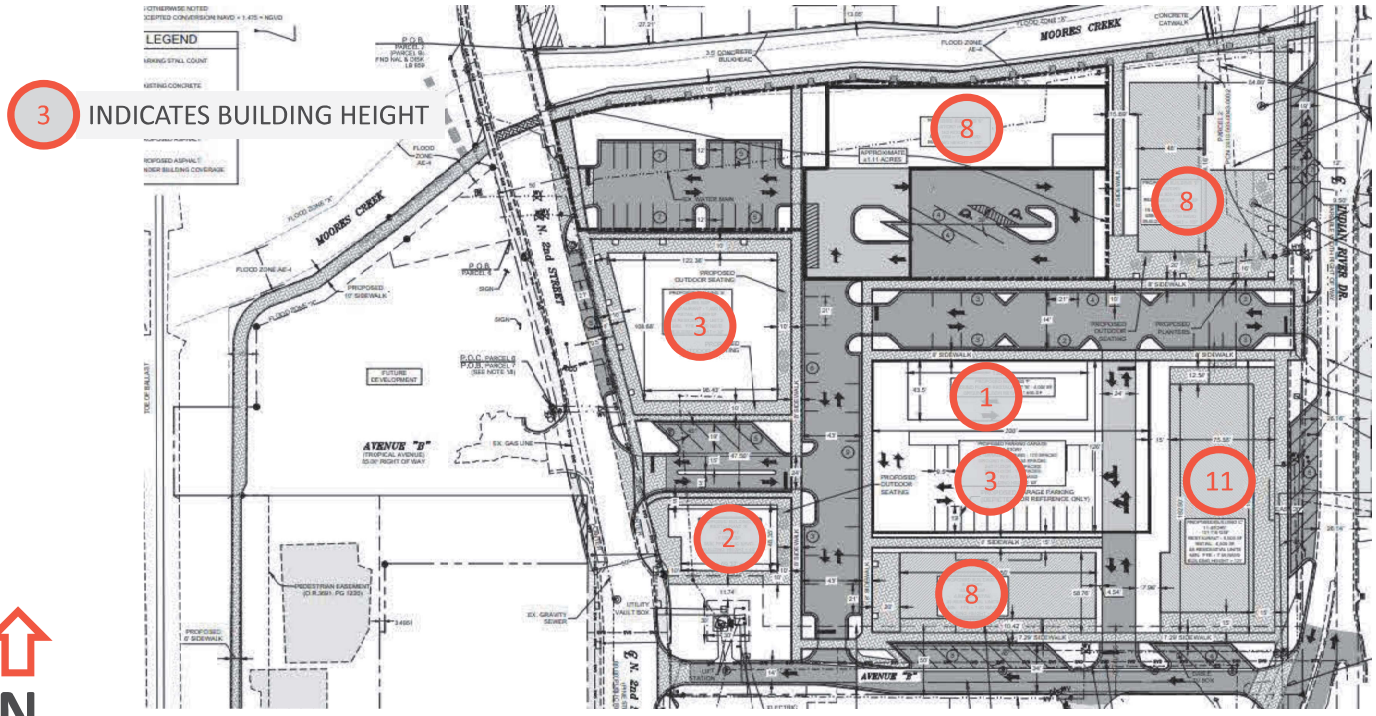
N

EXISTING ZONING: PD & FLU: CBD

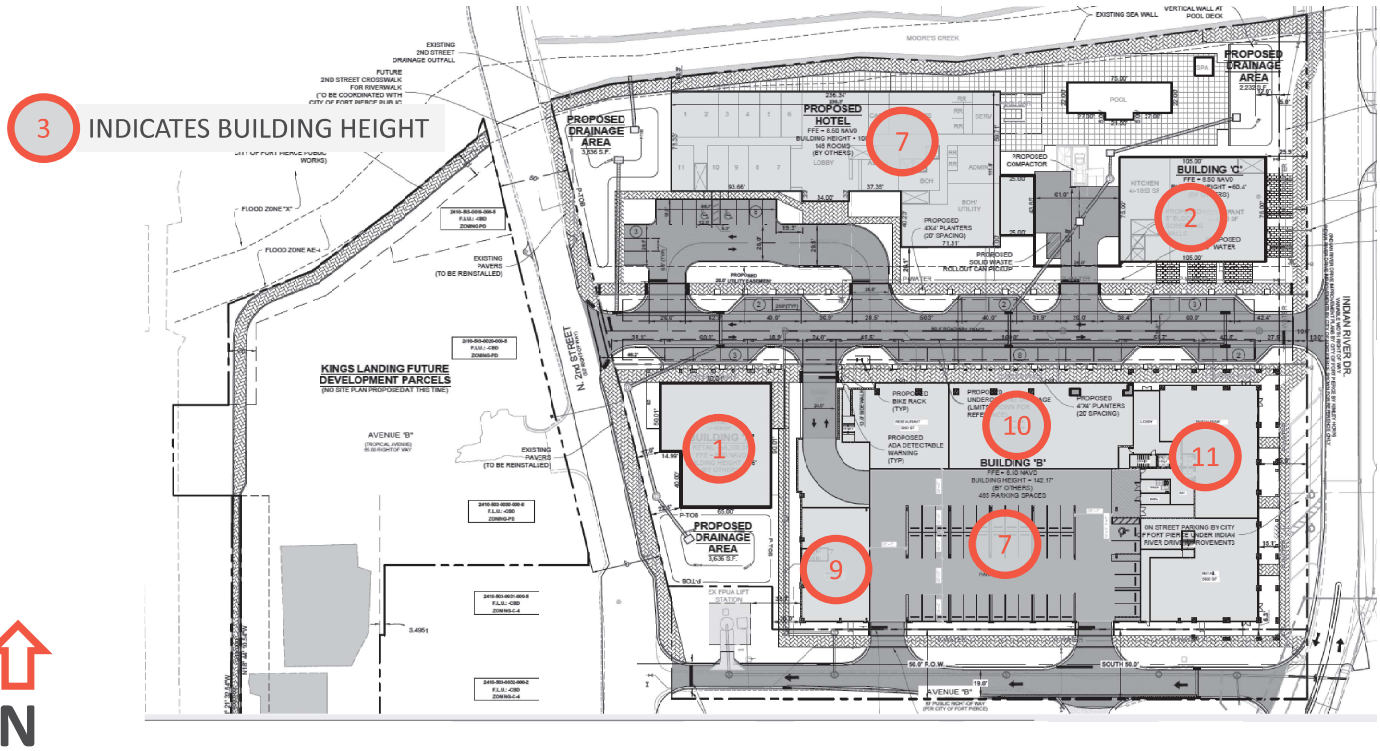


N

KINGS LANDING – EXISTING SITE PLAN – APPROVED FEBRUARY 7, 2022



KINGS LANDING – PROPOSED AMENDED SITE PLAN

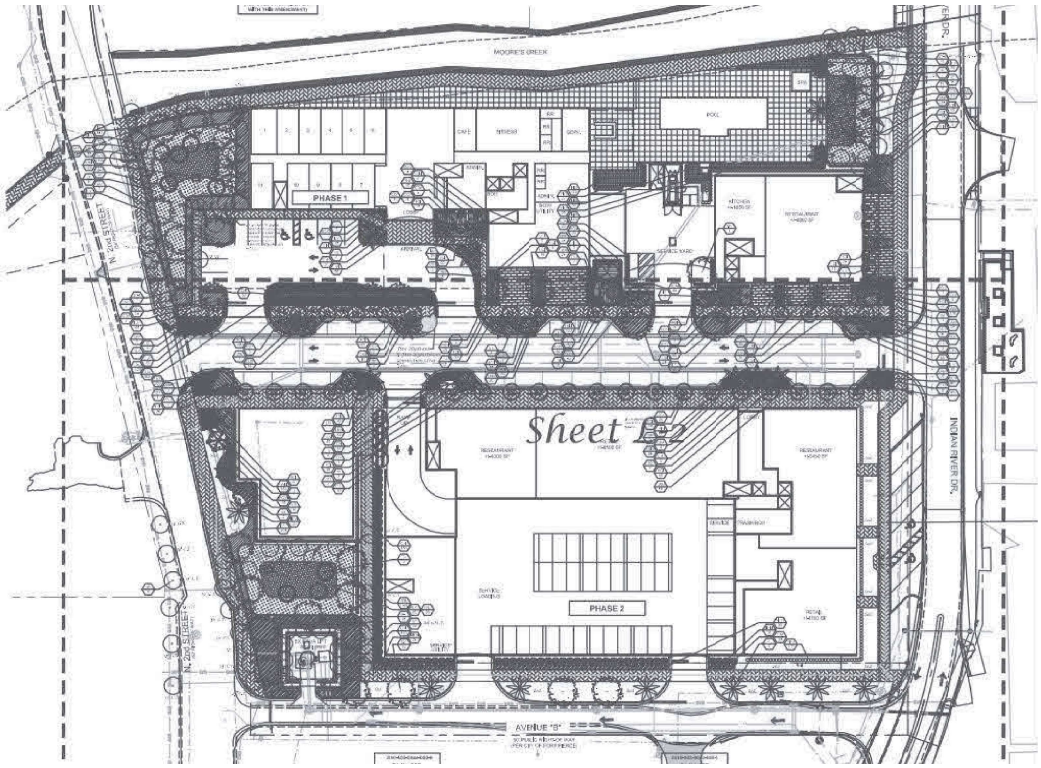


KINGS LANDING SITE DATA COMPARISON

ORIGINAL SITE PLAN	
RESIDENTIAL	106 CONDOS
	TOWNHOMES
RESTAURANT	38,085 sq.ft.
HOTEL	140 ROOMS
RETAIL	17,290 sq.ft.
PARKING - SURFACE	129
PARKING - GARAGE	299
PARKING - TOTAL	428

AMENDED SITE PLAN	
RESIDENTIAL	106 CONDOS
NOW SEPARATED	TOWNHOMES
RESTAURANT	12,900 sq.ft.
HOTEL	148 ROOMS
RETAIL	19,900 sq.ft.
PARKING - SURFACE	31
PARKING - GARAGE	485
PARKING - TOTAL	516
FITNESS	3,500 sq.ft.
MEETING ROOMS	3,000 sq.ft.

KINGS LANDING – LANDSCAPE PLAN



N

KINGS LANDING – PHASING (DEVELOPMENT AGREEMENT)

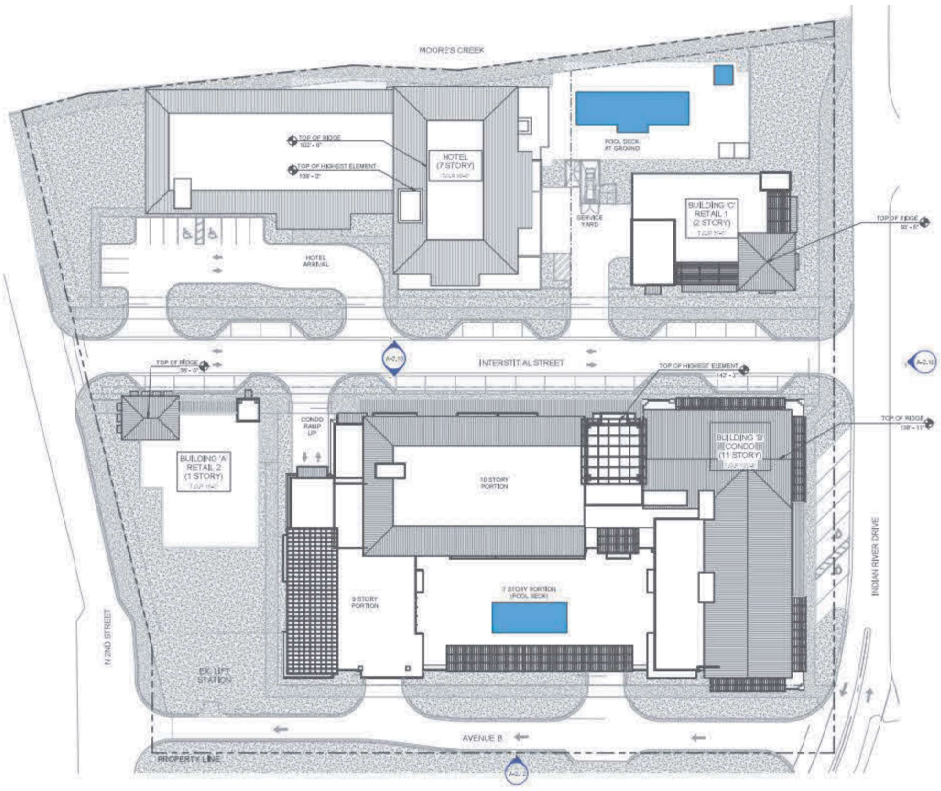
Phase 1 to be completed no later than July 11, 2028.
Phase 2 building permits or DPCR approval for must be complete by February 24, 2027.
Construction commencement for Phase 2 no later than May 19, 2027, and completion of Phase 2 no later than May 29, 2029.
Phase 3 building permit or DPCR approval for construction of Phase 3 no later than August 23, 2028, and construction commencement of Phase 3 no later than November 15, 2028.
Construction completion of Phase 3 no later than November 13, 2029.

Phase 1: 148 Room Hotel, Proposed Building C (Retail 6,250 SF w/ rooftop amenity), the east / west spline road and supporting core infrastructure for Kings Landing.
Phase 2: Proposed Building A & Building B with parking garage and supporting infrastructure.
Phase 3: Parcels west of 2nd Street are proposed as “future development” until such time a formal site plan and uses can be developed.

KINGS LANDING ARCHITECTURAL



KINGS LANDING ARCHITECTURAL



KINGS LANDING ARCHITECTURAL



KINGS LANDING ARCHITECTURAL



KINGS LANDING ARCHITECTURAL



KINGS LANDING ARCHITECTURAL



RECOMMENDATION

Staff recommend **Approval** subject to the six (6) attached conditions:

1. The Kings Villas element of the site plan is not incorporated within this approved site plan reference 25-114 HD KING - WARE R11.DWG.
2. The Timetable of Development shall comply with the Third Amendment to the Amended and Restated Agreement for Development of King's Landing, such;

- Phase 1 to be completed no later than July 11, 2028.
- Phase 2 building permits or DPCR approval for must be complete by February 24, 2027. Construction commencement for Phase 2 no later than May 19, 2027, and completion of Phase 2 no later than May 29, 2029.

CONDITIONS TO BE ATTACHED TO THE APPROVAL

(condition 2 continued)

- Phase 3 building permit or DPCR approval for construction of Phase 3 no later than August 23, 2028, and construction commencement of Phase 3 no later than November 15, 2028. Construction completion of Phase 3 no later than November 13, 2029.

3. All required roadway improvements (including sidewalks) shall be completed and approved in compliance with the Development Agreement.
4. A Plat shall be required prior to the application for building permits in respect of vertical construction.

CONDITIONS TO BE ATTACHED TO THE APPROVAL

(conditions continued)

5. A Street Lighting Plan shall be submitted and approved prior to first certificate of occupancy in respect of a vertical construction building permit within each phase.
6. A Landscape maintenance agreement shall be submitted and approved prior to first certificate of occupancy in respect of a vertical construction building permit within each phase.

ALTERNATIVE RECOMMENDATIONS

APPROVAL WITH ADDITIONAL/ALTERNATIVE CONDITIONS

OR

DENIAL

ORDINANCE NO. 25-025

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **AMENDING THE KING'S LANDING PLANNED DEVELOPMENT IN RESPECT OF EIGHT (8) PARCELS AND REPRESENTING APPROXIMATELY 7.50 ACRES OF LAND GENERALLY LOCATED AT OR NEAR 322 NORTH 2ND STREET AS ESTABLISHED BY ORDINANCE NO. 20-012 AND AMENDED BY ORDINANCE 22-003 AND THE ASSOCIATED CONCEPTUAL SITE PLAN(S) THERETO; APPROVING A FINAL SITE PLAN**; **APPROVING A PLANNED DEVELOPMENT ZONING AGREEMENT;** PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the property is located at or near 322 North 2nd Street within the City of Fort Pierce, Florida, consisting of eight (8) parcels and representing approximately 7.50 acres of land and excludes the Villas Plat Property of King's Landing (the "Subject Property"), as depicted in Exhibit "A"; and

WHEREAS, on August 17, 2020, the City of Fort Pierce (the "City") and the Fort Pierce Redevelopment Agency (the "FPRA") as owners of said property rezoned the Subject Property located at or near 322 North 2nd Street from Central Commercial, C-4 (2 properties) & Light industrial, I-1 (8 properties) to Planned Development, PD, with an underlying zoning of Central Commercial, C- 4, and approved a conceptual site plan, through Ordinance 20-012; (the "King's Landing Planned Development"); and

WHEREAS, on February 7, 2022, the City amended and restated Ordinance 20-012 to replace the previously approved conceptual master plan with a site plan for the Subject Property located at or near 322 North 2nd Street, through Ordinance 22-003; and

WHEREAS, the Applicant seeks a major amendment to the existing Planned Development Zoning to incorporate the approval of the Final Site Plan to the King's Landing Planned Development for the Subject Property, as depicted on the Final Site Plan attached hereto as Exhibit "B"; and

WHEREAS, the City, the FPRA, and Audubon Development, Inc. ("Audubon") entered into an agreement dated December 2, 2019 and recorded in Official Records Book 4353, Page 1200, as amended by that certain First Amendment to Agreement for Development of King's Landing, dated February 3, 2020 and recorded in Official Records Book 4382, Page 118, both of the Public Records of St. Lucie County Florida (collectively, the "Original Agreement for Development"); and

WHEREAS, the City, the FPRA, and Audubon entered into an Amended and Restated Agreement for Development of King's Landing dated February 8, 2022, and recorded in Official Records Book 4775, Page 2707, of the Public Records of St. Lucie County which superseded the Original Agreement for Development; and

WHEREAS, Audubon, the City, and the FPRA entered into a First Amendment to the Amended and Restated Agreement, dated November 21, 2022, and recorded in Official Records Book 4919, Page 632, of the Public Records of St. Lucie County (the "First Amendment"); and

WHEREAS, Audubon, the City, and the FPRA entered into a Second Amendment to the Amended and Restated Agreement, dated August 13, 2024, and recorded in Official Records Book 5192, Page 666,

of the Public Records of St. Lucie County (the "Second Amendment")

WHEREAS, Audubon, the City, and the FPRA entered into a Third Amendment to the Amended and Restated Agreement, dated April 8, 2025, and recorded in Official Records Book 5296, Page 2970, of the Public Records of St. Lucie County (the “Third Amendment”) (the entire agreement as amended by the First, Second, and Third Amendments is collectively referred to hereinafter as the "Amended and Restated Agreement"); and

WHEREAS, on January 6, 2025, the City passed Resolution No. 25-R05, approving the sale of a portion of the King’s Landing Planned Development along A.E. Backus Avenue to be developed as residential villas (the “Villas Plat Property”) from Audubon to Kings Landing Ft Pierce, LLC (the “Villas Plat Owner”); and

WHEREAS, Audubon and the Villas Plat Owner executed a Partial Assignment and Assumption of Development Agreement dated January 17, 2025, and recorded in Official Records Book 5259, Page 2961, of the Public Records of St. Lucie County, assigning and assuming all rights duties and obligations of Audubon under the Amended and Restated Agreement as to the Villas Plat Property to the Villas Plat Owner; and

WHEREAS, the 0.76 acres Villas Plat Property of the King’s Landing Planned Development obtained Final Plat approval for ten (10) single-family lots on September 5, 2023; and

WHEREAS, no portion of this Ordinance is to apply to, change, repeal, or amend the Villas Plat Property of the King’s Landing Planned Development’s site plan approval(s) whether approved through ordinance or otherwise; and

WHEREAS, this Ordinance is consistent with the comprehensive plan, will not have an adverse effect on the ability of the city to satisfy land and water use needs and to meet transportation demands and provide community facilities and services, and will promote and protect the public health, safety and general welfare as required by Section 125-136 of the City’s Code of Ordinances; and

WHEREAS, the City of Fort Pierce Planning Board, at their July 14, 2025, meeting, voted 4 to 1 to recommend approval of the major amendment to the Planned Development Zoning and the Final Site Plan; and

WHEREAS, the City of Fort Pierce Historic Preservation Board, at their July 28, 2025 meeting, voted 5 to 0 to approve the request for a Certificate of Appropriateness for the major amendment to the Planned Development Zoning and the Final Site Plan; and

WHEREAS, pursuant to Section 125-212 of the City’s Code of Ordinances, enacted after conceptual site plan approval for the King’s Landing Planned Development, this Planned Development is now permitted in the City subject to a Planned Development Zoning Agreement; and

WHEREAS, the Amended and Restated Agreement and any subsequent amendments thereto shall serve as the Planned Development Zoning Agreement required under the Code for the Subject Property.

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. From and after the effective date hereof, this Ordinance approving a major amendment to the Planned Development Zoning is approved with respect to the following eight (8) parcels, totaling 7.06 acres:

Parcel IDs 2410-503-0041-020-4, 2410-503-0043-000-2, 2410-503-0020-000-5, 2410-503-0019-010-8, 2410-503-0019-000-5, 2410-503-0034-000-6, 2410-503-0036-010-3, 2410-503-0030-000-8

From and after the effective date hereof, the following properties legally described as: PARCEL A:

BEING A PARCEL OF LAND LYING IN BLOCK “A”, ACCORDING TO AARON LEE'S MAP OF FORT PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 189 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 8, BLOCK F, OF SAID AARON LEE'S MAP OF FORT PIERCE, PROCEED NORTH 18°44'11” WEST ALONG THE WEST LINE OF BLOCK F AND THE EAST RIGHT-OF-WAY LINE OF NORTH 2ND STREET (FORMERLY KNOWN AS PINE STREET, AS SHOWN ON SAID AARON LEE'S MAP OF FORT PIERCE AND BEING A 60.00-FOOT-WIDE PUBLIC RIGHT-OF-WAY), A DISTANCE OF 254.00 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF SAID MAP OF FORT PIERCE, SAID CORNER BEING THE POINT OF BEGINNING; THENCE NORTH 18°44'11" WEST, ALONG THE WEST LINE OF LOTS 2 AND 1 AND EAST RIGHT-OF-WAY LINE OF SAID 2ND STREET A DISTANCE OF 69.41 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF- WAY LINE OF THE ADJUSTED NORTH 2ND STREET; THENCE NORTH 32°17'09" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 371.24 FEET TO A POINT ON THE 3.50-FOOT-WIDE CONCRETE BULKHEAD BOUNDING MOORES CREEK; THENCE ALONG SAID BULKHEAD THE FOLLOWING (5) COURSES AND DISTANCES: NORTH 56°42'22" EAST, A DISTANCE OF 44.68 FEET; THENCE NORTH 65°10'23" EAST, A DISTANCE OF 179.28 FEET; THENCE NORTH 74°04'13" EAST, A DISTANCE OF 71.16 FEET; THENCE NORTH 63°51'02" EAST, A DISTANCE OF 224.31 FEET; THENCE NORTH 61°33'56" EAST, A DISTANCE OF 29.63 FEET TO A POINT ON THE WESTERLY RIGHT-OF- WAY LINE OF INDIAN RIVER DRIVE (A VARIABLE-WIDTH RIGHT-OF-WAY), AS SHOWN ON THE STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 94500, LAST REVISED OCTOBER 5, 1960; THENCE SOUTH 18°43'54" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 491.42 FEET TO A POINT ON THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT 2, AND LOT 3, SAID BLOCK F; THENCE SOUTH 71°18'49" WEST, ALONG SAID EASTERLY PROLONGATION, AND THE SOUTH LINE OF SAID LOT 3, AND 2, A DISTANCE OF 457.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.266 ACRES (229,381.98 SQUARE FEET), MORE OR LESS.

TOGETHER WITH PARCEL B (NORTH):

BEING A PARCEL OF LAND LYING IN BLOCK “A” AND A PORTION OF LOT 1, BLOCK “B”, ACCORDING TO AARON LEE'S MAP OF FORT PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 189 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 8, BLOCK F, OF SAID AARON LEE'S MAP OF FORT PIERCE, PROCEED NORTH 18°44'11” WEST ALONG THE WEST LINE OF BLOCK F AND THE EAST RIGHT-OF-WAY LINE OF NORTH 2ND STREET (FORMERLY KNOWN AS PINE STREET, AS SHOWN ON SAID AARON LEE'S MAP OF FORT PIERCE AND BEING A 60.00-FOOT-WIDE PUBLIC RIGHT-OF-WAY), A DISTANCE OF 323.41 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF THE ADJUSTED NORTH 2ND/ STREET; THENCE NORTH 32°17'09" WEST, ALONG SAID EAST RIGHT-OF- WAY LINE, A DISTANCE OF 371.24 FEET TO A POINT ON THE 3.50-FOOT-WIDE CONCRETE BULKHEAD BOUNDING MOORES CREEK; THENCE CONTINUE NORTH 32°17'09” WEST, A DISTANCE OF 44.51 FEET TO A POINT ON THE NORTHERLY 3.50- FOOT-WIDE CONCRETE BULKHEAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 32°17'09" WEST, DEPARTING SAID CREEK, AND ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 53.76 FEET TO A POINT ON THE WEST LINE OF LOT 1, BLOCK “B”; THENCE NORTH 18°44'11" WEST, A DISTANCE OF 67.04

FEET TO THE NORTHWEST CORNER OF SAID LOT 1, AND A POINT ON THE SOUTH RIGHT-OF -WAY LINE OF AVENUE C (FORMERLY KNOWN AS SEMINOLE AVENUE AS SHOWN ON SAID AARON LEE'S MAP OF FORT PIERCE); THENCE NORTH 71°02'48" EAST, DEPARTING SAID NORTHWEST CORNER AND ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 304.27 FEET TO THE WEST LINE OF THE EAST 92.7 FEET OF LOT 1 OF BLOCK “A” OF SAID AARON LEE'S MAP OF FORT PIERCE; THENCE SOUTH 18°43'54" EAST, A DISTANCE OF 103.40 FEET TO A POINT ON THE NORTHERLY 3.50-FOOT-WIDE CONCRETE BULKHEAD BOUNDING MOORES CREEK; THENCE ALONG SAID CONCRETE BULKHEAD THE FOLLOWING (4) COURSES AND DISTANCES: SOUTH 74°39'15" WEST, A DISTANCE OF 51.85 FEET; THENCE SOUTH 65°37'46" WEST, A DISTANCE OF 181.91 FEET; THENCE SOUTH 70°48'08" WEST, A DISTANCE OF 53.29 FEET; THENCE SOUTH 53°00'56" WEST, A DISTANCE OF 5.89 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.759 ACRES (33,042.66 SQUARE FEET), MORE OR LESS.

TOGETHER WITH PARCEL C (WEST):

A PARCEL OF LAND BEING LOTS 5 AND 6 OF BLOCK “E”, PORTIONS OF LOTS 7 AND 8 OF BLOCK “E”, A PORTION OF AVENUE “B” AS SHOWN ON AARON LEE'S MAP OF FORT PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 189 TOGETHER WITH LOT 1 AND THE WEST 3.50 FEET OF LOT 2 OF THE NEW SUBDIVISION BLOCK E OF AARON LEE'S MAP OF FORT PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 192, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 8, BLOCK F, OF SAID AARON LEE'S MAP OF FORT PIERCE, PROCEED SOUTH 71°18'49” WEST, ALONG THE EASTERLY PROLONGATION OF THE SOUTH LINE OF BLOCK “E” AND ALONG SAID SOUTH LINE, A DISTANCE OF 310.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH BLOCK LINE SOUTH 71°25'01" WEST, A DISTANCE OF 8.93 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILROAD AS SHOWN ON THE STATION MAP, SOUTHERN DIVISION, FLORIDA EAST COAST RAILWAY COMPANY FLAGLER SYSTEM STATION 12741+93.7 TO STATION 12796+90.0, DATED SEPTEMBER 5, 1944; THENCE NORTH 18°21'33" WEST, ALONG SAID EASTERLY RIGHT- OF-WAY LINE, A DISTANCE OF 400.00 FEET A POINT ON THE NORTH LINE OF LOT 7, SAID BLOCK “E”, SAID NORTH LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF AVENUE “B”, BEING FORMERLY KNOWN AS TROPICAL AVENUE AS SHOWN ON AFOREMENTIONED AARON LEE'S MAP OF FORT PIERCE (A 65.00-FOOT-WIDE RIGHT- OF-WAY); THENCE SOUTH 71°18'49" WEST, A DISTANCE OF 42.46 FEET; THENCE NORTH 18°49'01" WEST, A DISTANCE OF 65.00 FEET; THENCE NORTH 71°18'49" EAST, A DISTANCE OF 40.00 FEET;THENCE NORTH 18°49'01" WEST, A DISTANCE OF 72.51 FEET TO A POINT ON THE SOUTH TOP OF BANK OF MOORES CREEK; THENCE ALONG SAID SOUTH TOP OF BANK THE FOLLOWING (4) COURSES AND DISTANCES: NORTH 49°57'34" EAST, A DISTANCE OF 64.50 FEET; THENCE NORTH 33°59'38" EAST, A DISTANCE OF 70.44 FEET; THENCE NORTH 31°08'29" EAST, A DISTANCE OF 82.06 FEET; THENCE NORTH 0°15'54" EAST, A DISTANCE OF 14.97 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE ADJUSTED 2ND STREET (A 60.00-FOOT-WIDE PUBLIC RIGHT-OF-WAY); THENCE SOUTH 32°17'09" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 320.88 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 2ND STREET AS SHOWN ON AFOREMENTIONED AARON LEE'S MAP OF FORT PIERCE; THENCE SOUTH 18°44'11" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 8.92 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 1, SAID BLOCK “E”; THENCE SOUTH 71°18'49" WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 146.50 FEET TO A POINT OF INTERSECTION WITH A LINE LYING AND BEING 3.50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF LOT 2, SAID BLOCK “E”; THENCE SOUTH 18°44'11" EAST, A DISTANCE OF 50.00 FEET TO THE SOUTH LINE OF SAID LOT 2, SAID LINE ALSO BEING THE NORTH LINE OF LOT 3, SAID BLOCK “E”; THENCE SOUTH 71°18'49" WEST, ALONG SAID NORTH LOT LINE, A DISTANCE OF 3.50 FEET TO THE WEST LINE OF SAID LOT 3; THENCE SOUTH 18°44'11" EAST, ALONG THE WEST LINE OF LOTS 3 AND 4 AND THE SOUTHERLY PROLONGATION THEREOF, A DISTANCE OF 115.00 FEET TO A POINT ON A LINE LYING AND BEING 15.00 FEET SOUTH OF AND PARALLEL WITH THE NORTHERLY RIGHT-OF-WAY LINE OF CHURCH STREET, FORMERLY KNOWN AS PALM TERRACE ON THE AFOREMENTIONED AARON LEE'S MAP OF FORT PIERCE

(A 50.00-FOOT-WIDE RIGHT-OF-WAY; THENCE SOUTH 71°18'49" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 100.00 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE WEST LINE OF LOT 9, SAID BLOCK “E”; THENCE SOUTH 18°44'11" EAST, ALONG SAID PROLONGATED LINE AND WEST LINE OF LOT 9 A DISTANCE OF 185.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1.799 ACRES (78,361.87 SQUARE FEET), MORE OR LESS.

Said properties being generally located at or near 322 North 2nd Street in Fort Pierce, Florida as depicted on Exhibit “A”, attached hereto and incorporated herein.

SECTION 2. The Final Site Plan depicted and incorporated at Exhibit “B” is hereby approved with this Ordinance.

SECTION 3. The Conditions of Development depicted and incorporated at Exhibit “C” are hereby approved with this Ordinance.

SECTION 4. The Amended and Restated Development Agreement, attached at Exhibit “D” and fully incorporated herein by refence, and any subsequent amendments thereto is hereby approved as the Planned Development Zoning Agreement.

SECTION 5. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 6. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 6. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO
FORM & CORRECTNESS:

_____
Sara Hedges
City Attorney

STATE OF FLORIDA COUNTY
OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 25-000 was duly advertised by title only in the St. Lucie News Tribune on Monday, _____; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on _____and was duly introduced, read by title only, and passed on second and final reading _____, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this _____ day of _____.

Linda Hudson
Mayor Commissioner

_____

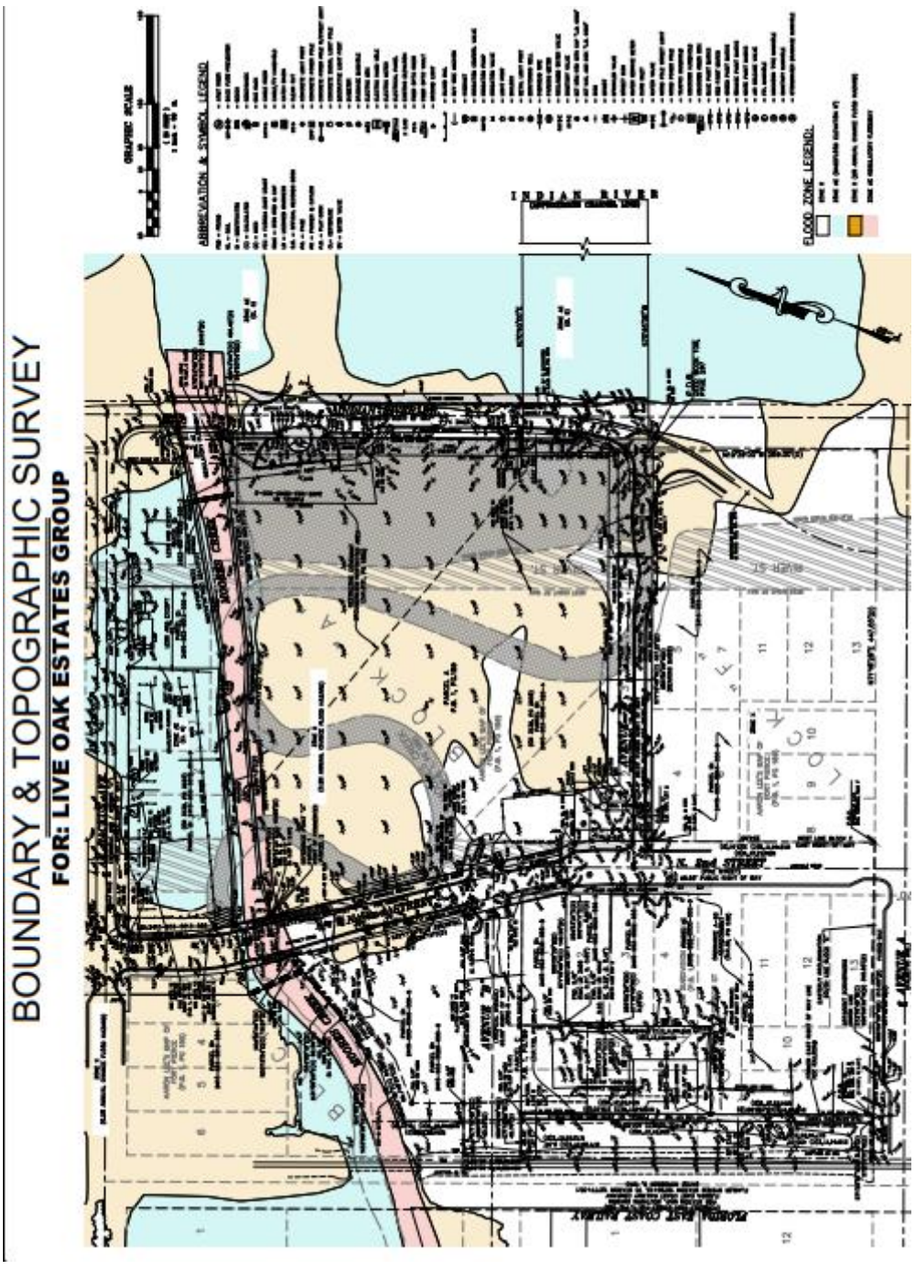
ATTEST:

_____

Linda W. Cox City
Clerk

(CITY SEAL)

Exhibit A
Sketch



Parcel IDs: 2410-503-0041-020-4, 2410-503-0043-000-2, 2410-503-0020-000-5, 2410-503-0019-010-8, 2410-503-0019-000-5, 2410-503-0034-000-6, 2410-503-0036-010-3, and 2410-503-0030-000-8

Exhibit B
Final Site Plan

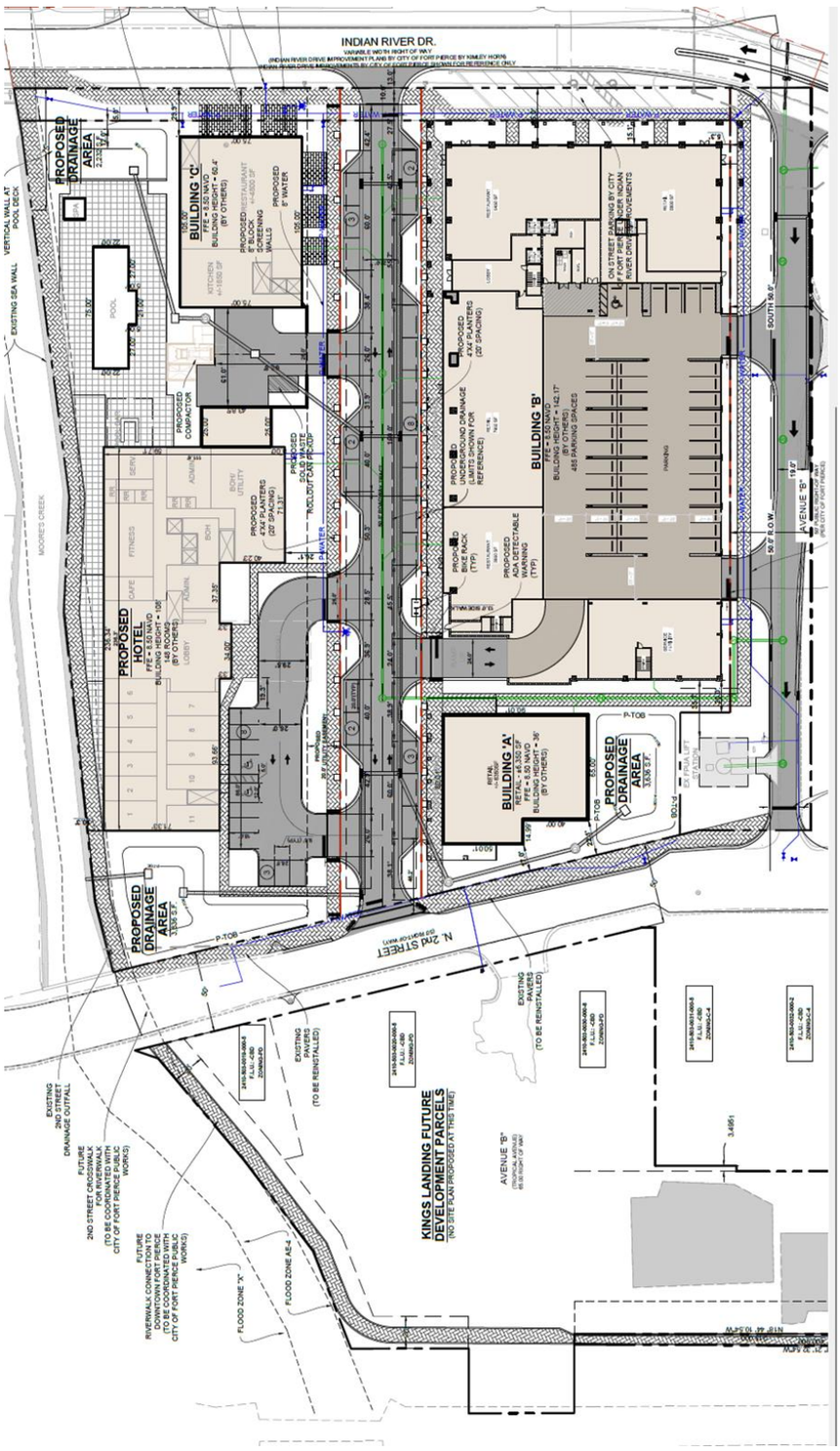


Exhibit C
Conditions of Development

1. The Kings Villas element of the site plan is not incorporated within the site plan approved herein, reference 25-114 HD KING - WARE R11.DWG.
2. The Timetable of Development shall comply with the Third Amendment to the Amended and Restated Agreement for Development of King's Landing, such;
    - Phase 1 to be completed no later than July 11, 2028.
    - Phase 2 building permits or DPCR approval for must be complete by February 24, 2027. Construction commencement for Phase 2 no later than May 19, 2027, and completion of Phase 2 no later than May 29, 2029.
    - Phase 3 building permit or DPCR approval for construction of Phase 3 no later than August 23, 2028, and construction commencement of Phase 3 no later than November 15, 2028. Construction completion of Phase 3 no later than November 13, 2029.
3. All required Roadway improvements (including sidewalks) shall be completed and approved in compliance with the Development Agreement.
4. A Final Plat shall be required prior to the application for building permits in respect of vertical construction.

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: KEV FREEMAN, PLANNING DIRECTOR

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: PZSITE2025-00027 - KINGS LANDING - MAJOR SITE PLAN

CAO RLS FILE: RLS 25-207

DATE: AUGUST 4, 2025

I have reviewed the above Request for Legal Services (RLS) related to the Site Plan for King's Landing. Per our discussion, this is the Final Site Plan approval for the main King's Landing project. Additionally, due to the new Code of Ordinance Requirements, a Planned Development Agreement is required for this property. You have indicated you are comfortable with the existing Development Agreement and Amendments thereto and any subsequent Amendments acting as the Planned Development Agreement for this PD. I have made suggested changes based on these understandings. There are blanks in the Ordinance where you will need to fill in the book and page number for the Villas Property Amendment (presuming it is approved; if not, that Whereas clause will need to be deleted) and the date the Villas Final Site Plan was approved. With all blanks filled in and the suggested changes included, the Ordinance is approved as to form and correctness. I have uploaded the Ordinance in Track Changes and Clean Copy formats for your utilization.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.
SH

HALEY WARD

PROJECT NARRATIVE & COVER LETTER

Kings Landing

Site Plan Amendment

May 27, 2025

REQUEST

On behalf of the petitioner, Haley Ward, Inc. is requesting approval of a site plan amendment to the previously approved Kings Landing development. The parcel is located east of N. 2nd Street and south of Moore's Creek in Fort Pierce, Florida. The subject parcels total approximately 7.06 acres.

SITE CHARACTERISTICS & PROJECT HISTORY

The subject properties are located in the City of Fort Pierce. Below is a list of the parcels associated with this request:

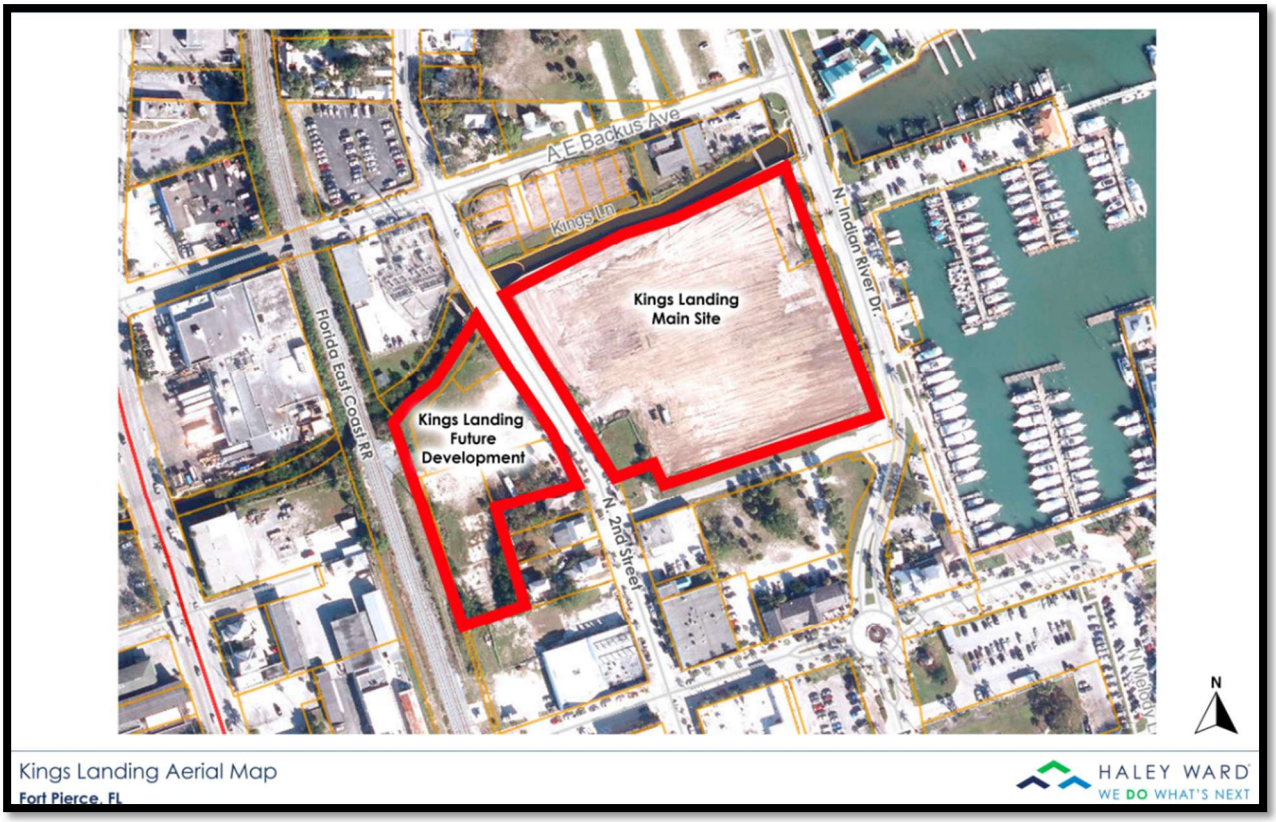
Parcel ID	Jurisdiction	FLU	Zoning
2410-503-0041-020-4	Fort Pierce	CBD	PD
2410-503-0043-000-2	Fort Pierce	CBD	PD
2410-503-0020-000-5	Fort Pierce	CBD	PD
2410-503-0019-010-8	Fort Pierce	CBD	PD
2410-503-0019-000-5	Fort Pierce	CBD	PD
2410-503-0034-000-6	Fort Pierce	CBD	PD
2410-503-0036-010-3	Fort Pierce	CBD	PD
2410-503-0030-000-8	Fort Pierce	CBD	PD
TOTAL ACREAGE:	**7.06 Acres**		

The subject parcels are located in the City of Fort Pierce and have a Future Land Use designation of Central Business District (CBD) and an underlying Zoning designation of Planned Development (PD). The Major Site Plan for Kings Landing was approved on February 10, 2022. A minor site plan amendment was approved by the City of Fort Pierce Planning Department on July 21, 2023 for changes to the Villas site layout and residential unit type on the north side of Moore's Creek. A site plan extension was granted as allowed under Senate Bill 250 which extended the expiration of this site plan to July 20, 2028. The applicant is proposing revisions to the plan which includes a reconfiguration of the buildings / uses proposed in this mixed-use development. The proposed

10250 SW VILLAGE PARKWAY, SUITE 201, PORT ST. LUCIE, FL 34987 772.462.2455 | HALEYWARD.COM

development maintains the general character, scope of uses, arrangement of building elevations (rising to the east direction) as the originally approved site plan. Please see architectural package contained in the submitted Design Review for further building details.

Aerial Map



North of the parcels lies Moore's Creek followed by a residential development known as Villas at Kings Landing. The Villas at Kings Landing are no longer associated with this amendment. Those parcels have a Future Land Use designation of Central Business District (CBD) and an underlying Zoning designation of Planned Development (PD).

South of the subject parcel lies the right of way of Avenue "B" followed by a commercial parcel to the southwest and an undeveloped parcel to the southeast which have a Future Land Use designation of Central Business District (CBD). The southwest parcel has a Zoning designation of Central Commercial

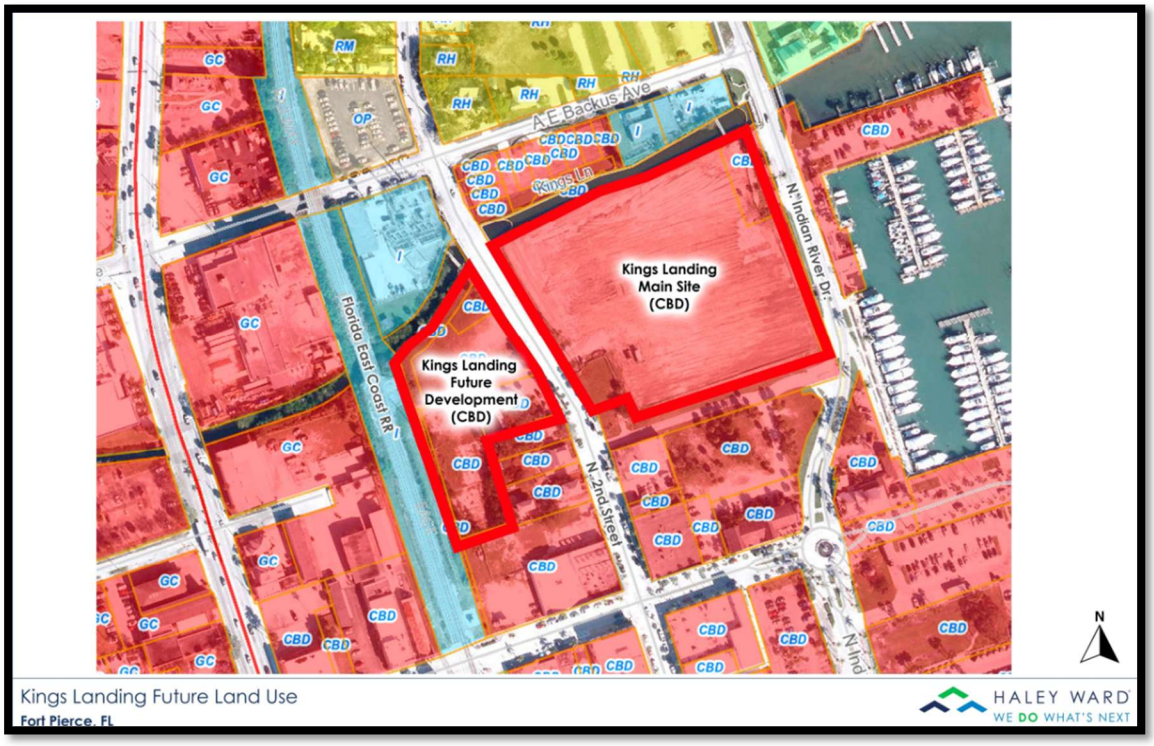
Zone (C-4) and the parcel to the southeast has a Zoning designation of Planned Development (PD).

East of the subject parcel lies the right of way of North Indian River Drive followed by the Fort Pierce Marina. The Marina has a Future Land Use designation of Central Business District (CBD) and an underlying Zoning designation of Planned Unit Redevelopment (PUR).

West of the main Kings Landing parcels lies the right-of-way of N. Second Street. West of the right-of-way lies parcels owned by the petitioner and slated for future development.

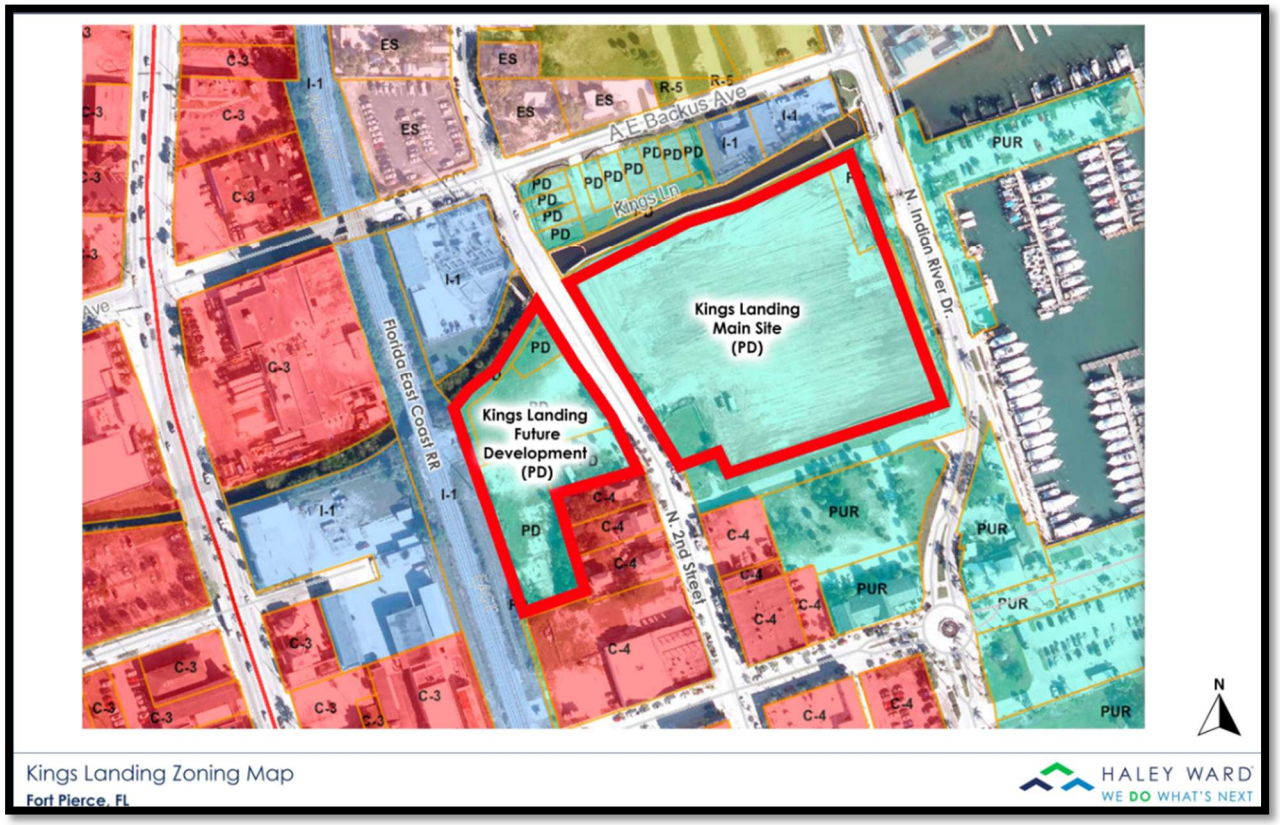
West of the future development parcels (as noted in the above noted aerial map) lies the Florida East Coast Railroad. This parcel has a Future Land Use designation of Industrial (I) and an underlying Zoning designation of Light Industrial (I-1). West of the railroad lies developed commercial parcels. These parcels have a Future Land Use designation of Central Business District (CBD) and an underlying Zoning designation of General Commercial (C-3).

Future Land Use Map



(Continue to next page)

Zoning Map



DEVELOPMENT REVIEW REQUIREMENTS

Section 125-313(a)(3) of the City of Fort Pierce Code of Ordinances identifies the requirements for Major and Minor Site Plan Applications. The attached materials meet all of the requirements of Section 125-313.

1) **The legal description for the proposed development is as follows:**

PARCEL A:
BEING A PARCEL OF LAND LYING IN BLOCK "A", ACCORDING TO AARON LEE'S MAP OF FORT PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 189 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 8, BLOCK F, OF SAID AARON LEE'S MAP OF FORT PIERCE, PROCEED NORTH 18°44'11" WEST ALONG THE WEST LINE OF BLOCK F AND THE EAST RIGHT-OF-WAY LINE OF NORTH 2ND/ STREET (FORMERLY KNOWN AS PINE STREET, AS SHOWN ON SAID AARON LEE'S MAP OF FORT PIERCE AND BEING A 60.00-FOOT-WIDE PUBLIC RIGHT-OF-WAY), A DISTANCE OF 254.00 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF SAID MAP OF FORT PIERCE, SAID CORNER BEING THE POINT OF BEGINNING; THENCE NORTH 18°44'11" WEST, ALONG THE WEST LINE OF LOTS 2 AND 1 AND EAST RIGHT-OF-WAY LINE OF SAID 2ND/ STREET A DISTANCE OF 69.41 FEET TO A POINT OF INTERSECTION WITH

THE EAST RIGHT-OF-WAY LINE OF THE ADJUSTED NORTH 2ND/ STREET; THENCE NORTH 32°17'09" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 371.24 FEET TO A POINT ON THE 3.50-FOOT-WIDE CONCRETE BULKHEAD BOUNDING MOORES CREEK; THENCE ALONG SAID BULKHEAD THE FOLLOWING (5) COURSES AND DISTANCES: NORTH 56°42'22" EAST, A DISTANCE OF 44.68 FEET; THENCE NORTH 65°10'23" EAST, A DISTANCE OF 179.28 FEET; THENCE NORTH 74°04'13" EAST, A DISTANCE OF 71.16 FEET; THENCE NORTH 63°51'02" EAST, A DISTANCE OF 224.31 FEET; THENCE NORTH 61°33'56" EAST, A DISTANCE OF 29.63 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF INDIAN RIVER DRIVE (A VARIABLE-WIDTH RIGHT-OF-WAY), AS SHOWN ON THE STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 94500, LAST REVISED OCTOBER 5, 1960; THENCE SOUTH 18°43'54" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 491.42 FEET TO A POINT ON THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT 2, AND LOT 3, SAID BLOCK F; THENCE SOUTH 71°18'49" WEST, ALONG SAID EASTERLY PROLONGATION, AND THE SOUTH LINE OF SAID LOT 3, AND 2, A DISTANCE OF 457.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.266 ACRES (229,381.98 SQUARE FEET), MORE OR LESS.

TOGETHER WITH PARCEL C (WEST):

A PARCEL OF LAND BEING LOTS 5 AND 6 OF BLOCK "E", PORTIONS OF LOTS 7 AND 8 OF BLOCK "E", A PORTION OF AVENUE "B" AS SHOWN ON AARON LEE'S MAP OF FORT PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 189 TOGETHER WITH LOT 1 AND THE WEST 3.50 FEET OF LOT 2 OF THE NEW SUBDIVISION BLOCK E OF AARON LEE'S MAP OF FORT PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 192, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 8, BLOCK F, OF SAID AARON LEE'S MAP OF FORT PIERCE, PROCEED SOUTH 71°18'49" WEST, ALONG THE EASTERLY PROLONGATION OF THE SOUTH LINE OF BLOCK "E" AND ALONG SAID SOUTH LINE, A DISTANCE OF 310.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH BLOCK LINE SOUTH 71°25'01" WEST, A DISTANCE OF 8.93 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILROAD AS SHOWN ON THE STATION MAP, SOUTHERN DIVISION, FLORIDA EAST COAST RAILWAY COMPANY FLAGLER SYSTEM STATION 12741+93.7 TO STATION 12796+90.0, DATED SEPTEMBER 5, 1944; THENCE NORTH 18°21'33" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 400.00 FEET A POINT ON THE NORTH LINE OF LOT 7, SAID BLOCK "E", SAID NORTH LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF AVENUE "B", BEING FORMERLY KNOWN AS TROPICAL AVENUE AS SHOWN ON AFOREMENTIONED AARON LEE'S MAP OF FORT PIERCE (A 65.00-FOOT-WIDE RIGHT-OF-WAY); THENCE SOUTH 71°18'49" WEST, A DISTANCE OF 42.46 FEET; THENCE NORTH 18°49'01" WEST, A DISTANCE OF 65.00 FEET; THENCE NORTH 71°18'49" EAST, A DISTANCE OF 40.00 FEET;THENCE NORTH 18°49'01" WEST, A DISTANCE OF 72.51 FEET TO A POINT ON THE SOUTH TOP OF BANK OF MOORES CREEK; THENCE ALONG SAID SOUTH TOP OF BANK THE

FOLLOWING (4) COURSES AND DISTANCES: NORTH 49°57'34" EAST, A DISTANCE OF 64.50 FEET; THENCE NORTH 33°59'38" EAST, A DISTANCE OF 70.44 FEET; THENCE NORTH 31°08'29" EAST, A DISTANCE OF 82.06 FEET; THENCE NORTH 0°15'54" EAST, A DISTANCE OF 14.97 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE ADJUSTED 2ND/ STREET (A 60.00-FOOT-WIDE PUBLIC RIGHT-OF-WAY); THENCE SOUTH 32°17'09" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 320.88 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 2ND/ STREET AS SHOWN ON AFOREMENTIONED AARON LEE'S MAP OF FORT PIERCE; THENCE SOUTH 18°44'11" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 8.92 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 1, SAID BLOCK "E"; THENCE SOUTH 71°18'49" WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 146.50 FEET TO A POINT OF INTERSECTION WITH A LINE LYING AND BEING 3.50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF LOT 2, SAID BLOCK "E"; THENCE SOUTH 18°44'11" EAST, A DISTANCE OF 50.00 FEET TO THE SOUTH LINE OF SAID LOT 2, SAID LINE ALSO BEING THE NORTH LINE OF LOT 3, SAID BLOCK "E"; THENCE SOUTH 71°18'49" WEST, ALONG SAID NORTH LOT LINE, A DISTANCE OF 3.50 FEET TO THE WEST LINE OF SAID LOT 3; THENCE SOUTH 18°44'11" EAST, ALONG THE WEST LINE OF LOTS 3 AND 4 AND THE SOUTHERLY PROLONGATION THEREOF, A DISTANCE OF 115.00 FEET TO A POINT ON A LINE LYING AND BEING 15.00 FEET SOUTH OF AND PARALLEL WITH THE NORTHERLY RIGHT-OF-WAY LINE OF CHURCH STREET, FORMERLY KNOWN AS PALM TERRACE ON THE AFOREMENTIONED AARON LEE'S MAP OF FORT PIERCE (A 50.00-FOOT-WIDE RIGHT-OF-WAY; THENCE SOUTH 71°18'49" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 100.00 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE WEST LINE OF LOT 9, SAID BLOCK "E"; THENCE SOUTH 18°44'11" EAST, ALONG SAID PROLONGATED LINE AND WEST LINE OF LOT 9 A DISTANCE OF 185.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.799 ACRES (78,361.87 SQUARE FEET), MORE OR LESS.

2) Name of ownership

Audubon Development, Inc.
184 Sunset Ave, # 38
Palm Beach, FL 33480

3) Development timeline

As outlined in the Third Amendment to Amended and Restated Agreement for Development of Kings Landing dated April 8, 2025, please see below development times:

- Phase 1 to be completed no later than July 11, 2028.
- Phase 2 building permits or DPCR approval for must be complete by February 24, 2027. Construction commencement for Phase 2 no

later than May 19, 2027 and completion of Phase 2 no later than May 29, 2029.

- Phase 3 building permit or DPCR approval for construction of Phase 3 no later than August 23, 2028 and construction commencement of Phase 3 no later than November 15, 2028. Construction completion of Phase 3 no later than November 13, 2029.

4) Phasing

Though the Third Amendment to Amended and Restated Agreement for Development of Kings Landing reflects three (3) phases, the developer intends to complete construction in two (2) phases.

- Phase 1: 148 Room Hotel, Proposed Building C (Retail 6,250 SF w/ rooftop amenity), the east / west spile road and supporting core infrastructure for Kings Landing.
- Phase 2: Proposed Building A & Building B with parking garage and supporting infrastructure.
- Phase 3: Parcels west of 2nd Street are proposed as "future development" until such time a formal site plan and uses can be developed.

Based on the above and attached information, the applicant respectfully requests review and approval of the requested site plan amendment for Kings Landing.

Z:\EDC-2025\25-114 - Kings Landing Main Site - Bill Ware\ENGINEERING\Documents\Submittal Documents\Justification Statement\2025-05-22_Kings_Landing_SPA_Justification_Statement_25-114.docx

garcia stromberg

memo

date: 5-16-2025
re: King’s Landing Design Narrative

King’s Landing is a mixed-use waterfront project with a unique sense of place and an aesthetic that will create a lasting memory through architecture and art. A destination that resonates in the mind. Architecture is at one with the community, the site, and the vernacular of a historic location.

King's Landing is an urban infill project that incorporates 106 residential units, 148 key hotel, mixed retail, function spaces, and restaurants in the heart of the city. King's Landing enhances the waterfront experience of this destination marina through vibrant walkable streets, bringing local residents, marina guests, and hotel guests together in an active gathering space. Above the restaurant spaces along the waterfront is a rooftop multi-use function space to hold small events and gatherings. The residential component incorporates luxury waterfront living with large exterior living room spaces creating a seamless indoor/outdoor experience, and rooftop amenities and pool area along the Southwest side of the building. Ample parking for the hotel and residences is provided in a multi-level garage screened behind retail and residential units.

The overall character of King’s Landing respects the surrounding community not only inherent in the architectural style, colors, and details, but in the overall massing that steps down from the East to the West, ending up at 2-3 stories along the Eastern edge adjacent to the lower scale of the existing residences. Drawing inspiration from the South Florida Style, the various buildings in the development provide different interpretations to create a rich contemporary collection of structures that form a cohesive whole. Standing seam roofs, exposed rafter tail detailing, large overhangs, deep terraces, and street level colonnades are implemented throughout. A mix of gable and hip roof profiles created additional variety in the forms. Wall finishes consisting of a mix of painted stucco,

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WEST PALM BEACH, FL 33411
GARCIASTROMBERG.COM
561.478.5855

horizontal slat, and veneer shell stone cladding at accent areas are also in keeping with the South Florida Style. The façade design creates a horizontal articulation of base, mid-zone, & roof level from heavy to light. The condominium/mixed use building brings a level of contemporary flare to the style with large glass window openings and glass railings. Louvered panels and sun grills create a final consistent language of detailing.

King's Landing, a project for the evolving City of Ft. Pierce.

2365 VISTA PKWY, SUITE 16
WEST PALM BEACH, FL 33411
GARCIASTROMBERG.COM
561.478.5855

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5021374 OR BOOK 4804 PAGE 2930, Recorded 04/07/2022 03:20:18 PM Doc Tax: $0.70

This Instrument Prepared by:

Tanya Earley, City Attorney
City of Fort Pierce
100 N. U.S. 1
Fort Pierce, FL 34950

Tax Parcel Identification No.:
2410-503-0041-020/4
2410-503-0043-000/2
2410-503-0012-010/9
2410-503-0013-000/3
2410-503-0020-000/5
2410-503-0019-000/5
2410-503-0019-010/8
2410-503-0030-000/8
2410-503-0034-000/6
2410-503-0036-010/3
Portion of Avenue B

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the 8th day of March, 2022, by the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 ("**Grantor**"), to AUDUBON DEVELOPMENT, INC., a Florida corporation, whose address is P.O. Box 981, Palm Beach, Florida, 33480 ("**Grantee**").

(Whenever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, personal representatives and assigns of individuals and the successors and assigns of corporations, limited liability companies, partnerships, governmental and quasi-governmental entities.)

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by these presents does grant, bargain, sell, alienate, remise, release, convey and confirm unto Grantee, all those certain parcels of real property (the "**Land**") situate in St. Lucie County, Florida and more particularly described in **Exhibit "A"**, attached hereto and made a part hereof.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the Land in fee simple; that Grantor has good right and lawful authority to sell and convey Grantor's interest in and to the Land and hereby warrants the title to the Land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise. This conveyance is subject to taxes accruing subsequent to December 31, 2023, and to easements, restrictions, agreements, conditions, limitations, reservations and other matters of record, if any, but this reference to the foregoing shall not operate to reimpose the same.

PROVIDED THAT in the event that Grantee defaults on its obligations set forth in that certain Agreement for Development of King's Landing, by and between The City of Fort Pierce, the Fort Pierce Redevelopment Agency and Grantee, dated February 8, 2022, and recorded in Official Records Book 4775, Page 2707, of the Public Records of St. Lucie County, Florida, then Grantor shall have the right to re-enter and retake possession of the Land, and fee simple title to such land shall revert to the Grantor.

IN WITNESS WHEREOF, the party referred to above as Grantor has caused this instrument to be executed and delivered in its name and has intended the same to be and become effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

FORT PIERCE REDEVELOPMENT AGENCY,
a community redevelopment agency established
pursuant to Florida Statutes Chapter 163

Print Name: Brittany Meredith

By: Linda Hudson
Print Name: Linda Hudson
Title: Chair

Print Name: LaToya Ransom

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of (check one) ☒ physical presence or ☐ online notarization this 8th day of March, 2022, by Linda Hudson as _____ of the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163. Said person did not take an oath and (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

Linda W. Cox
Notary Public, State of Florida
Print Name: _____
Commission #: _____
My Commission Expires: _____

LINDA W. COX
Notary Public
State of Florida
Comm# HH167003
Expires 9/9/2025

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL A:

Being a parcel of land lying in Block "A", according to AARON LEE'S MAP OF FORT PIERCE, as recorded in Plat Book 1, Page 189 of the Public Records of St. Lucie County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of Lot 8, Block F, of said AARON LEE'S MAP OF FORT PIERCE, proceed North 18°44'11" West along the West line of Block F and the East Right-of-Way line of North 2nd Street (formerly known as Pine Street, as shown on said AARON LEE'S MAP OF FORT PIERCE and being a 50.00-foot-wide Public Right-of-Way), a distance of 254.00 feet to the Southwest corner of Lot 2 of said Map of Fort Pierce, said corner being the POINT OF BEGINNING; thence North 18°44'11" West, along the West line of Lots 2 and 1 and East Right-of-Way line of said 2nd Street a distance of 69.41 feet to a point of intersection with the East Right-of-Way line of the adjusted North 2nd Street; thence North 32°17'09" West, along said East Right-of-Way line, a distance of 371.24 feet to a point on the 3.50-foot-wide concrete bulkhead bounding Moore's Creek; thence along said bulkhead the following (5) courses and distances: North 56°42'22" East, a distance of 44.68 feet; thence North 65° 10'23" East, a distance of 179.28 feet; thence North 74 04'13" East, a distance of 71.16 feet; thence North 63 51'02" East, a distance of 224.31 feet; thence North 61 33'56 East, a distance of 29.63 feet to a point on the Westerly Right-of-Way line of Indian River Drive (s variable width Right-of-Way), as shown on the State of Florida State Road Department Right-of-Way Map Section 94500, last revised October 5, 1960; thence South 18 43'54" East, along said Westerly Right-of-Way line, a distance of 491.42 feet to a point on the Easterly prolongation of the Southerly line of said Lot 2, and Lot 3, said Block F; thence South 71 18'49" West, along said Easterly prolongation, and the South line of Lot 3, and 2, a distance of 457.21 feet to the POINT OF BEGINNING.

TOGETHER WITH PARCEL B (NORTH):

Being a parcel of land lying in Block "A" and a portion of Lot 1, Block "B", according to AARON LEE'S MAP OF FORT PIERCE, as recorded in Plat Book 1, Page 189, of the Public Records of St. Lucie County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of Lot 8, Block F, of said AARON LEE'S MAP OF FORT PIERCE, proceed North 18°44'11" West along the West line of Block F and the East Right-of-Way line of North 2nd Street (formerly known as Pine Street, as shown on said and being a 60.00-foot-wide Public Right-of-Way), a distance of 323.41 feet to a point of intersection with the East Right-of-Way line of the adjusted North 2nd Street; thence North 32°17'09" West, along said East Right-of-Way line, a distance of 371.24 feet to a point on the 3.50-foot-wide concrete bulkhead bounding Moore's Creek; thence continue North 32°17'09" West, a distance of 44.51 feet to a point on the Northerly 3.50-foot-wide concrete bulkhead, said point being the POINT OF BEGINNING; thence North 32°17'09" West, departing said Creek, and along said East Right-of-Way line , a distance of 53.76 feet to a point on the West line of Lot 1, Block "B"; thence North 18°44'11" West, a distance of 67.04 feet to the Northwest corner of said Lot 1, and a point on the South Right-of-Way line of Avenue C (formerly known as Seminole Avenue as shown on said AARON LEE'S MAP OF FORT PIERCE); thence North 71°02'48" East, departing said Northwest corner and along said South Right-of-Way line, a distance of 304.27 feet to the West line of the East 92.7 feet of Lot 1 of Block "A" of said AARON LEE'S MAP OF FORT PIERCE; thence South 18°43'54" East, a distance of 103.40 feet to a point on the Northerly 3.50-foot-wide concrete bulkhead bounding Moore's Creek; thence along said concrete bulkhead the following (4) courses and distances: South 74°39'15" West, a distance of 51.85 feet; thence South 65°37'46" West, a distance of 181.91 feet; thence South 70°48'08" West, a distance of 53.29 feet; thence South 53°00'56" West, a distance of 5.89 feet to the POINT OF BEGINNING.

TOGETHER WITH PARCEL C (WEST):

A parcel of land being Lots 5 and 6 of Block "E", portions of Lots 7 and 8 of Block "E", a portion of Avenue "B: as shown on AARON LEE'S MAP OF FORT PIERCE, as recorded in Plat Book 1, Page 189, together with Lot 1 and the West 3.50 feet of Lot 2 of the New Subdivision Block E of AARON LEE'S MAP OF FORT PIERCE, as recorded in Plat Book 1, Page 192 of the Public Records of St.

Lucie County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of Lot 8, Block F, of said AARON LEE'S MAP OF FORT PIERCE, proceed South 71°18'49" West, along the Easterly prolongation of the South line of Block "E" and along said South line, a distance of 310.00 feet to the POINT OF BEGINNING: thence continue along said South Block line South 71°25'01" West, a distance of 8.93 feet to a point on the East Right-of-Way line of the Florida East Coast Railroad as shown on the Station Map, Southern Division, Florida East Coast Railway Company Flagler System Station 12741+93.7 to Station 12796+90.0, dated September 5, 1944; thence North 18°21'33" West, along said Easterly Right-of-Way line, a distance of 400.00 feet (to) a point on the North line of Lot 7, said Block "E", said North line also being the South Right-of-Way line of Avenue "B", being formerly known as Tropical Avenue as shown on aforementioned AARON LEE'S MAP OF FORT PIERCE (a 65.00-foot-wide Right-of-Way); thence South 71°18'49" West, a distance of 42.46 feet; thence North 18°49'01" West, a distance of 65.00 feet; thence North 71°18'49"East, a distance of 40.00 feet; thence North 18°49'01" West, a distance of 72.51 feet to a point on the South Top of Bank of Moore's Creek; thence along said South Top of Bank the following (4) courses and distances; North 49°57'34" East, a distance of 64.50 feet; thence North 33°59'38" East , a distance of 70.44 feet; thence North 31°08'29" East, a distance of 82.06 feet; thence North 0°15'54" East, a distance of 14.97 feet to a point on the Westerly Right-of-Way line of the adjusted 2nd Street (a 60.00 -foot-wide Public Right-of-Way); thence South 32°17'09" East, along said Westerly Right-of-Way line, a distance of 320.88 feet to a point on the Westerly Right-of-Way line of 2nd Street as shown on aforementioned AARON LEE'S MAP OF FORT PIERCE; thence South 18°44'11" East, along said Westerly Right-of-Way line, a distance of 8.92 feet to a point on the Southerly line of Lot 1, said Block "E"; thence South 71°18'49" West, along said Southerly line, a distance of 146.50 feet to a point of intersection with a line lying and being 3.50 feet East of and parallel with the West line of Lot 2, said Block "E"; thence South 18°44'11" East, a distance of 50.00 feet to the South line of said Lot 2, said line also being the North line of Lot 3, said Block "E"; thence South 71°18'49" West, along said North Lot line, a distance of 3.50 feet to the West line of said Lot 3; thence South 18°44'11" East, along the West line of Lots 3 and 4 and the Southerly prolongation thereof, a distance of 115.00 feet to a point on a line lying and being 15.00 feet South of and parallel with the Northerly Right-of-Way line of Church Street, formerly know as Palm Terrace on the aforementioned AARON LEE'S MAP OF FORT PIERCE (a 50.00-foot-wide Right-of-Way); thence South 71°18'49" West, along said parallel line, a distance of 100.00 feet to a point of intersection with the Northerly prolongation of the West line of Lot 9, said Block "E"; thence South 18°44'11" East, along said prolongated line and West line of Lot 9 a distance of 185.00 feet to the POINT OF BEGINNING.

Audubon Development Inc.
PO Box 981
Palm Beach, FL 33480

AGENT CONSENT FORM

Project Name: Kings Landing

Parcel ID: 2410-503-0041-020-4, 2410-503-0012-010-9, 2410-503-0043-000-2, 2410-503-0020-000-5, 2410-503-0034-000-6, 2410-503-0019-000-5 and 2410-503-0030-000-8

BEFORE ME THIS DAY PERSONALLY APPEARED Dale Matteson , WHO BEING DULY SWORN, DEPOSES AND SAYS THE FOLLOWING:

I hereby give CONSENT to Engineering Design & Construction, Inc. to act on my behalf, to submit or have submitted applications and all required material and documents pertaining all City, County and State permits for completion of the project indicated above. Furthermore, I hereby give consent to the party designated above to agree to all terms and conditions which may arise as part of the approval of this application for the proposed use of a commercial development.

FURTHER AFFIANT SAYETH NOT.

The foregoing instrument was acknowledged before me this 15th day of August, 2022 by Dale Matteson (Name of Person Acknowledging) who is personally known to me or who has produced _____ (type of identification) as identification and who did (did not) take an oath.

Patricia M. Sesta
Notary Signature

Patricia M Sesta
Printed Name of Notary

(Notary Seal)

8-11-2024
My commission expires

Notary Public State of Florida
Patricia M Sesta
My Commission HH 006694
Expires 08/11/2024

Dale J. Matteson
Owner's Signature

DALE MATTESON
Owner's Name

PO Box 981
Street Address

Palm Beach, FL 33480
City, State, Zip

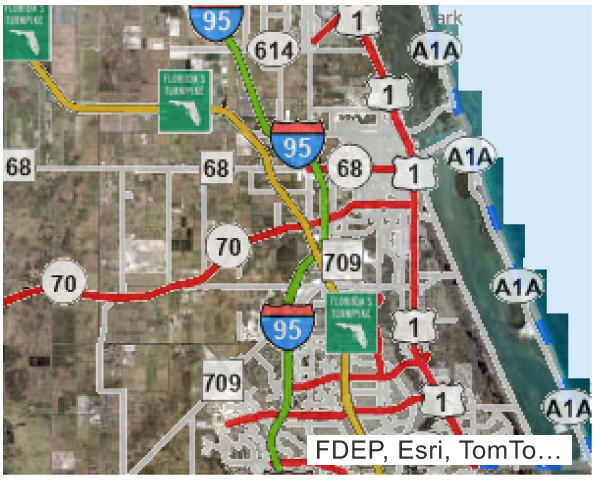
702-592-4200
Telephone / Email

Saint Lucie County Property Appraiser
Michelle Franklin CFA

Report generated: Thursday, May 15, 2025

The report is loading

Parcel Report



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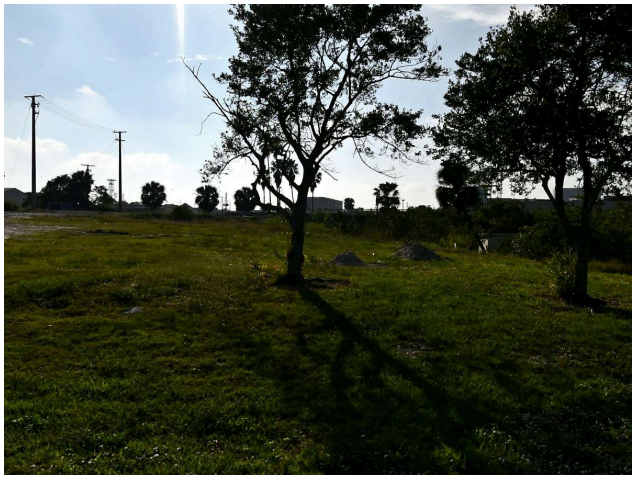

Parcel

Parcel ID: 2410-503-0019-000-5

Property ID: 23037

Owner 1: Audubon Development Inc

Site Address: N 2ND ST

Owner

Owner 1: Audubon Development Inc

Owner 2:

Owner 3:

Mailing Address: PO Box 981 Palm Beach, FL 33480-0981

Overview

Primary Land Use: 8000 - VAC GOVT

District Group: 9122 - Fort Pierce

Subdivision: Aaron Lee's Map of Fort Pierce

Just/Market Value: $63,200

Finished Area:

Acres: 0.1

Total Area: 4,356

Legal Description

Legal Description: AARON LEE`S MAP OF FORT PIERCE BLK B FROM INT OF N RD R/W LI OF AV B AND W RD R/W LI OF N 2 ST,TH RUN NLY 126.3 FT M/L TO POB;TH WLY 87 FT M/L,TH AT RT ANGLE RUN NLY TO MOORE`S CREEK,TH MEANDER ALG CREEK TO W RD R/W LI OF N 2 ST,TH SLY ALG R/W TO POB-LESS NLY 20 FT- (MAP 24/10D) (0.10 AC) (OR 3136-2650)

Value History

Year	Just/Market Value	Building Value	Land Value	SFYI Value	Assessed Value	Exemption Amount	County Taxable	Save Our Home OR 10% Cap Differential	Ag Credit
2024	$63,200	$0	$63,200	$0	$63,200	$0	$63,200	$0	$0
2023	$63,200	$0	$63,200	$0	$63,200	$0	$63,200	$0	$0
2022	$63,200	$0	$63,200	$0	$63,200	$63,200	$0	$0	$0
2021	$63,200	$0	$63,200	$0	$63,200	$63,200	$0	$0	$0

Tax Links

SLC Tax Collector’s Office taxes for this parcel

Download TRIM notice for this parcel

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Saint Lucie County Property Appraiser
Michelle Franklin CFA

Report generated: Thursday, May 15, 2025

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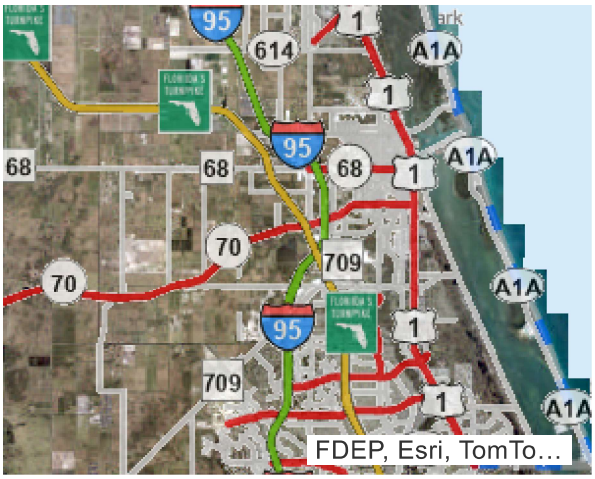
Parcel Report



Unable to find these features on the map.



Parcel

Parcel ID: 2410-503-0019-010-8

Property ID: 175188

Owner 1: Audubon Development Inc

Site Address: N 2ND ST

Owner

Owner 1: Audubon Development Inc

Owner 2:

Owner 3:

Mailing Address: PO Box 981 Palm Beach, FL 33480-0981

Overview

Primary Land Use: 8000 - VAC GOVT

District Group: 9122 - Fort Pierce

Subdivision: Aaron Lee's Map of Fort Pierce

Just/Market Value: $45,500

Finished Area:

Acres: 0.144

Total Area: 6,273

Legal Description

Legal Description: AARON LEE`S MAP OF FORT PIERCE BLK B NLY AND WLY 20 FT OF FOL DESC PARCEL: BEG INT OF N RD R/W LI OF AV B AND W RD R/W LI OF N 2 ST, TH RUN NLY TO MOORES CREEK, TH MEANDER ALG CREEK WLY TO R/W LI OF FEC RR, TH SLY ALG R/W LI TO N LI OF AV B, TH ELY TO POB AND THAT PART OF N 1/2 OF VAC AVE B ADJ ON S (0.144 AC - 6,273 SF)

Value History

Year	Just/Market Value	Building Value	Land Value	SFYI Value	Assessed Value	Exemption Amount	County Taxable	Save Our Home OR 10% Cap Differential	Ag Credit
2024	$45,500	$0	$45,500	$0	$45,500	$0	$45,500	$0	$0
2023	$45,500	$0	$45,500	$0	$45,500	$0	$45,500	$0	$0
2022	$45,500	$0	$45,500	$0	$45,500	$45,500	$0	$0	$0
2021	$45,500	$0	$45,500	$0	$45,500	$45,500	$0	$0	$0

Tax Links

SLC Tax Collector's Office taxes for this parcel

Download TRIM notice for this parcel

Special Assessments

Description	Start Year	Units	Amount
Fort Pierce Stormwater Charge	2019	0.3	0

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Michelle Franklin CFA

Report generated: Thursday, May 15, 2025

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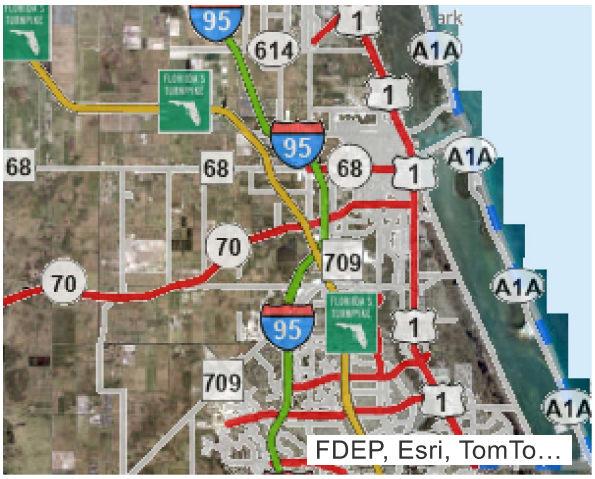
Parcel Report



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Parcel

Parcel ID: 2410-503-0020-000-5

Property ID: 23038

Owner 1: Audubon Development Inc

Site Address: 299 N 2ND ST

Owner

Owner 1: Audubon Development Inc

Owner 2:

Owner 3:

Mailing Address: PO Box 981 Palm Beach, FL 33480-0981

Overview

Primary Land Use: 8000 - VAC GOVT

District Group: 9122 - Fort Pierce

Subdivision: Aaron Lee's Map of Fort Pierce

Just/Market Value: $361,900

Finished Area:

Acres: 0.573

Total Area: 24,960

Legal Description

Legal Description: AARON LEE`S MAP OF FORT PIERCE BLK B BEG INT OF N RD R/W LI OF AV B AND W RD R/W LI OF N 2 ST,TH RUN NLY 126.3 FT M/L,TH WLY 87 FT M/L,TH NLY TO MOORES CREEK,TH MEANDER ALG CREEK WLY TO R/W LI OF FEC RR,TH SLY ALG R/W LI TO N LI OF AV B,TH ELY TO POB-LESS NLY AND WLY 20 FT- AND THAT PART OF N 1/2 OF VAC AVE B ADJ ON S (MAP 24/10D) (0.573 AC - 24,960 SF) (OR 3136-2650)

Value History

Year	Just/Market Value	Building Value	Land Value	SFYI Value	Assessed Value	Exemption Amount	County Taxable	Save Our Home OR 10% Cap Differential	Ag Credit
2024	$361,900	$0	$361,900	$0	$361,900	$0	$361,900	$0	$0
2023	$361,900	$0	$361,900	$0	$361,900	$0	$361,900	$0	$0
2022	$361,900	$0	$361,900	$0	$361,900	$361,900	$0	$0	$0
2021	$361,900	$0	$361,900	$0	$361,900	$361,900	$0	$0	$0

Tax Links

SLC Tax Collector's Office taxes for this parcel

Download TRIM notice for this parcel

Special Assessments

Description	Start Year	Units	Amount
Fort Pierce Stormwater Charge	2010	1.1	75.9

Improvements

Building Sequence: 1

Bedrooms: 0

Bathrooms: 0

Building Type: -

Story Height:

No of Living Units:

Total Finished Area: 0

Gross Sketched Area: 0

Year Built:

Effective Year:

Primary Roof Cover:

Primary Roof Structure:

Primary Wall:

A/C %: 0

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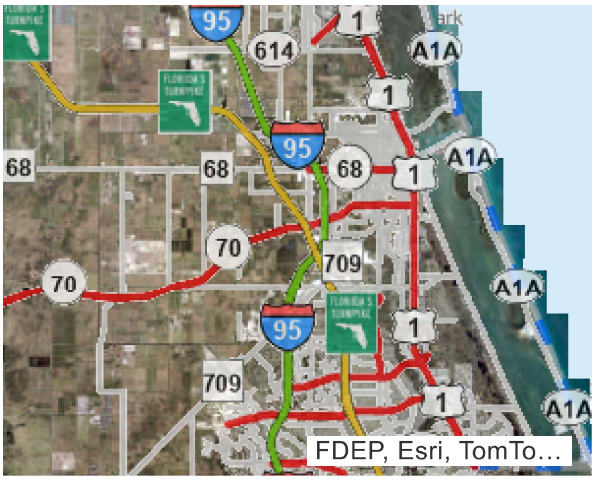
Saint Lucie County Property Appraiser
Michelle Franklin CFA

Report generated: Thursday, May 15, 2025

Parcel Report



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Parcel

Parcel ID: 2410-503-0030-000-8

Property ID: 23043

Owner 1: Audubon Development Inc

Site Address: N 2ND ST

Owner

Owner 1: Audubon Development Inc

Owner 2:

Owner 3:

Mailing Address: PO Box 981 Palm Beach, FL 33480-0981

Overview

Primary Land Use: 8000 - VAC GOVT

District Group: 9122 - Fort Pierce

Subdivision: Aaron Lee's Map of Fort Pierce

Just/Market Value: $171,200

Finished Area:

Acres: 0.271

Total Area: 11,805

Legal Description

Legal Description: AARON LEE`S MAP OF FORT PIERCE BLK E LOT 1 AND W 3.5 FT OF LOT 2 AND THAT PART OF S 1/2 OF VAC AVE B ADJ ON N (0.271 AC - 11,805 SF) (MAP 24/10B) (DBK 261-544) (OR 732-2814)

Value History

Year	Just/Market Value	Building Value	Land Value	SFYI Value	Assessed Value	Exemption Amount	County Taxable	Save Our Home OR 10% Cap Differential	Ag Credit
2024	$171,200	$0	$171,200	$0	$171,200	$0	$171,200	$0	$0
2023	$171,200	$0	$171,200	$0	$171,200	$0	$171,200	$0	$0
2022	$171,200	$0	$171,200	$0	$171,200	$171,200	$0	$0	$0
2021	$171,200	$0	$171,200	$0	$171,200	$171,200	$0	$0	$0

Tax Links

SLC Tax Collector's Office taxes for this parcel

Download TRIM notice for this parcel

Special Assessments

Description	Start Year	Units	Amount
Fort Pierce Stormwater Charge	1999	0.5	34.5

Improvements

Building Sequence: 1

Bedrooms: 0

Bathrooms: 0

Building Type: -

Story Height:

No of Living Units:

Total Finished Area: 0

Gross Sketched Area: 0

Year Built:

Effective Year:

Primary Roof Cover:

Primary Roof Structure:

Primary Wall:

A/C %: 0

Land Lines

Line Number	Units	Unit Type
1	11,805	SqFt

Sales History

Sale Date	Sale Price	Sale Code	Deed Type	Grantor	Book Page	View Document
03/07/2022	$100	0318	SPWD	Fort Pierce Redevelopment Agency	4804-2930	Clerk of Courts
03/07/2022	$100	0318	SPWD	Ft Pierce City Of	4804-2889	Clerk of Courts
03/11/1991	$100	XX02	WD	Fort Pierce Utilities Authority,	732-2814	Clerk of Courts

Photos



v2023-08-17

Saint Lucie County Property Appraiser
Michelle Franklin CFA

Report generated: Thursday, May 15, 2025

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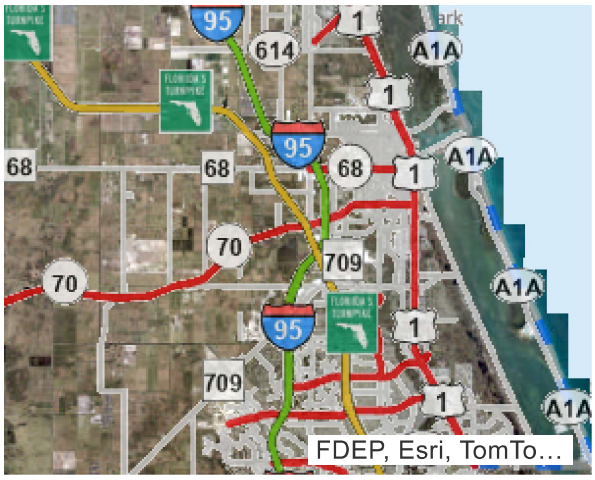
Parcel Report



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Michelle Franklin CFA

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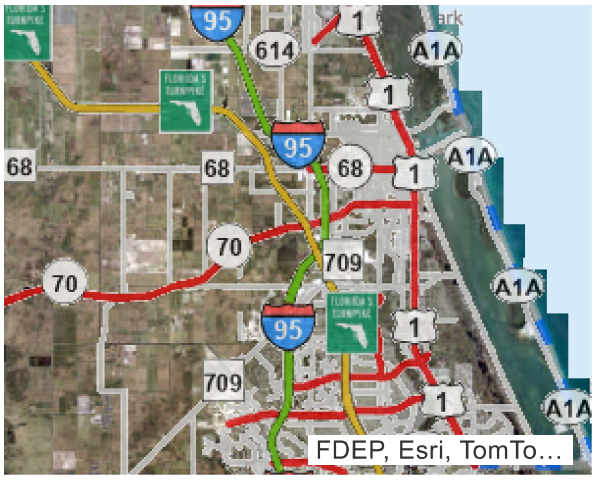

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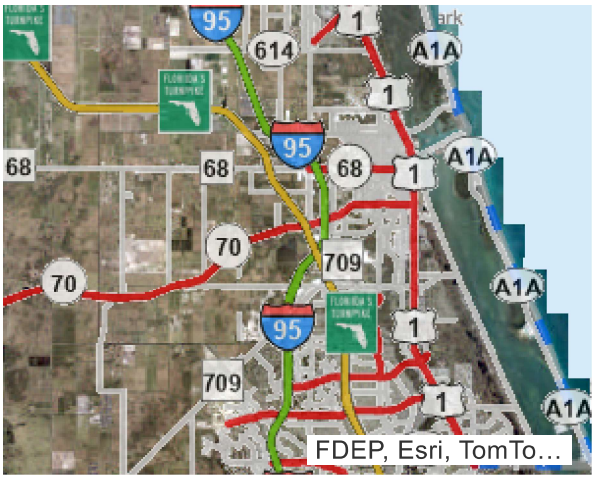
Parcel Report



Unable to find these features on the map.



Parcel

Parcel ID: 2410-503-0041-020-4

Property ID: 23050

Owner 1: Audubon Development Inc

Site Address: 301 N 2ND ST

Owner

Owner 1: Audubon Development Inc

Owner 2:

Owner 3:

Mailing Address: PO Box 981 Palm Beach, FL 33480-0981

Overview

Primary Land Use: 8000 - VAC GOVT

District Group: 9122 - Fort Pierce

Subdivision: Aaron Lee's Map of Fort Pierce

Just/Market Value: $2,842,300

Finished Area:

Acres: 3.75

Total Area: 163,350

Legal Description

Legal Description: AARON LEE`S MAP OF FORT PIERCE 10 35 40 BEG AT SW COR OF LOT 2 BLK F RUN NWLY ALG E RD R/W LI OF N 2 ST TO S BANK OF MOORE`S CREEK,TH ELY ALG S BANK OF MOORE`S CREEK TO E RD R/W LI OF IND RIV DR,TH SLY ALG IND RIV DR TO SE COR OF BULKHEAD OF RECREATION PIER,TH WLY TO INT OF ELY RD R/W LI OF N 2 ST AND SW COR OF LOT 2 AND POB-LESS E 20 FT AND LESS S 50 FT AND LESS N 165 FT OF E 75 FT AND LESS S 87 FT OF W 67 FT- (MAP 24/10B) (3.75 AC) (OR 3136-2650)

Value History

Year	Just/Market Value	Building Value	Land Value	SFYI Value	Assessed Value	Exemption Amount	County Taxable	Save Our Home OR 10% Cap Differential	Ag Credit
2024	$2,842,300	$0	$2,842,300	$0	$2,842,300	$0	$2,842,300	$0	$0
2023	$2,842,300	$0	$2,842,300	$0	$2,842,300	$0	$2,842,300	$0	$0
2022	$2,842,300	$0	$2,842,300	$0	$2,842,300	$2,842,300	$0	$0	$0
2021	$2,842,300	$0	$2,842,300	$0	$2,842,300	$2,842,300	$0	$0	$0

Tax Links

SLC Tax Collector's Office taxes for this parcel

Download TRIM notice for this parcel

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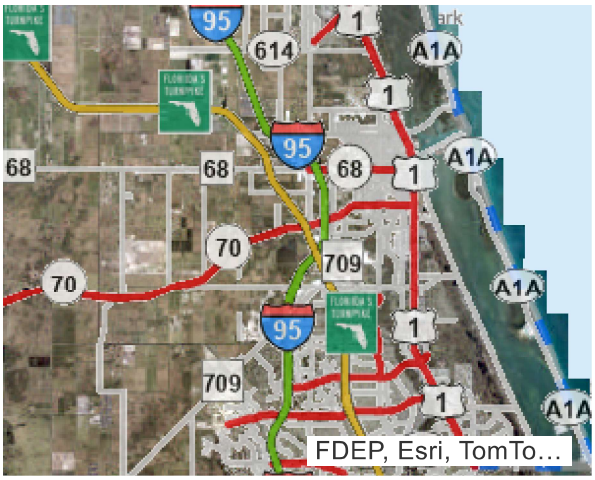
Saint Lucie County Property Appraiser
Michelle Franklin CFA

Report generated: Thursday, May 15, 2025

Parcel Report



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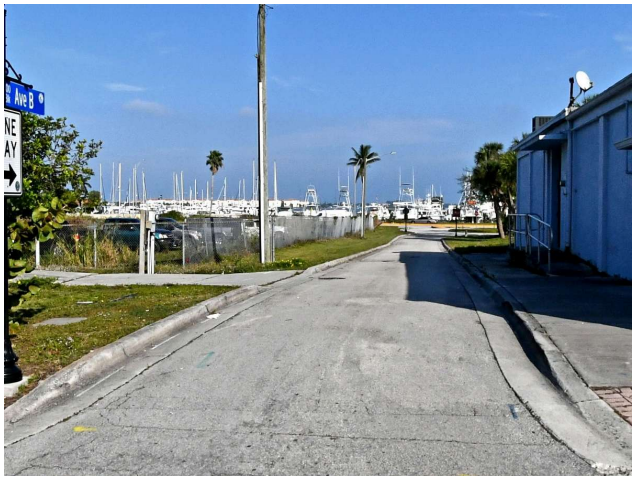


Parcel

Parcel ID: 2410-503-0043-000-2

Property ID: 23055

Owner 1: Audubon Development Inc

Site Address: N INDIAN RIVER DR

Owner

Owner 1: Audubon Development Inc

Owner 2:

Owner 3:

Mailing Address: PO Box 981 Palm Beach, FL 33480-0981

Overview

Primary Land Use: 8000 - VAC GOVT

District Group: 9122 - Fort Pierce

Subdivision: Aaron Lee's Map of Fort Pierce

Just/Market Value: $631,600

Finished Area:

Acres: 1

Total Area: 43,560

Legal Description

Legal Description: AARON LEE`S MAP OF FORT PIERCE 10 35 40 E 20 FT AND S 50 FT AND N 165 FT OF E 75 FT AND S 87 FT OF W 67 FT OF THE FOL DESC PARCEL: BEG AT NW COR OF LOT 2 BLK F RUN NWLY ALG E RD R/W LI OF N 2 ST TO SLY LI OF MOORE`S CREEK,TH ELY ALG R/W LI OF MOORE`S CREEK TO E RD R/W LI OF IND RIV DR,TH SLY ALG IND RIV DR TO SE COR OF BULKHEAD OF RECREATION PIER,TH WLY TO INT OF ELY RD R/W LI OF N 2 ST AND SW COR OF LOT 2 AND POB- (1 AC - 43,560 SF) (MAP 24/10B)

Value History

Year	Just/Market Value	Building Value	Land Value	SFYI Value	Assessed Value	Exemption Amount	County Taxable	Save Our Home OR 10% Cap Differential	Ag Credit
2024	$631,600	$0	$631,600	$0	$631,600	$0	$631,600	$0	$0
2023	$631,600	$0	$631,600	$0	$631,600	$0	$631,600	$0	$0
2022	$631,600	$0	$631,600	$0	$631,600	$631,600	$0	$0	$0
2021	$631,600	$0	$631,600	$0	$631,600	$631,600	$0	$0	$0

Tax Links

SLC Tax Collector's Office taxes for this parcel

Download TRIM notice for this parcel

Special Assessments

Description	Start Year	Units	Amount
Fort Pierce Stormwater Charge	2019	2.7	0

Improvements

Building Sequence: 1

Bedrooms: 0

Bathrooms: 0

Building Type: -

Story Height:

No of Living Units:

Total Finished Area: 0

Gross Sketched Area: 0

Year Built:

Effective Year:

Primary Roof Cover:

Primary Roof Structure:

Primary Wall:

A/C %: 0

Land Lines

Line Number	Units	Unit Type
1	43,560	SqFt

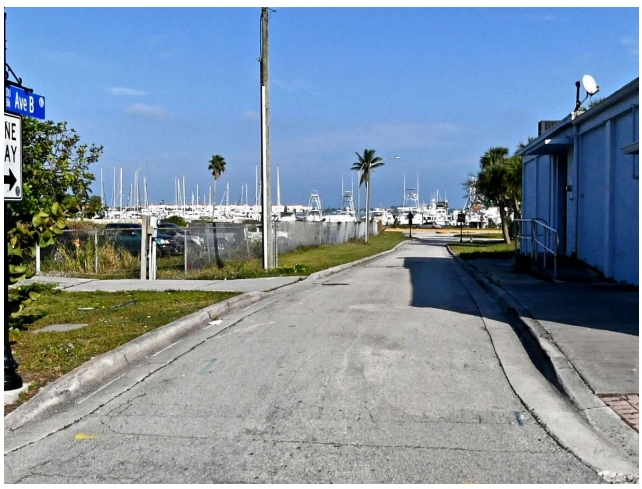
Permits

Permit Number	Issue Date	Description
F92-001610	12/27/1992	Roof
F91000547	04/25/1991	Roof
F88000002B	12/31/1987	Commercial New Construction

Sales History

Sale Date	Sale Price	Sale Code	Deed Type	Grantor	Book Page	View Document
03/07/2022	$100	0318	SPWD	Fort Pierce Redevelopment Agency	4804-2930	Clerk of Courts
03/07/2022	$100	0318	SPWD	Ft Pierce City Of	4804-2874	Clerk of Courts
12/31/1899	$0				-	Clerk of Courts

Photos



v2023-08-17

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

CONCURRENCY
CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North			
South			
East			
West			

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current					
****Proposed**					N/A

II. Public Facilities Information:

A. Potable Water:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.125 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning/FLU	Total gallons per day
**Proposed Zoning/FLU	Total gallons per day
**Change in Demand	Total gallons per day

B. Wastewater:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.1 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning/FLU	Total gallons per day
**Proposed Zoning/FLU	Total gallons per day
**Change in Demand	Total gallons per day

C. Parks and Recreation (Residential Classifications Only):
(Du x 2.6 = persons + 44,227 = population /LOS)

Park Type	LOS	Existing Population Park Demand	Proposed Population Park Demand	Change in Demand
Regional	20 acres per 1,000 people			
Urban District	5 acres per 1,000 people			
Community	2.5 acres per 1,000 people			
Neighborhood	1.36 acres per 1,000 people			

D. Public Schools (Residential Classifications Only):
Single Family: (du x 0.405 = students/70% K-8/30% High)
Multi-family: (du x 0.207 = students/70% K-8/30% High)

	K-8	High
School Name		
City		
Distance		
Current Zoning/FLU Enrollment Demand		
****Proposed Zoning/FLU Enrollment Demand**		
****Change in Demand**		

E. Solid Waste: Residential (2 yard serves 15 units, 4 yard serves 30 units, 6 yard serves 45 units, 8 yard serves 60 units)	
Demand Analysis	Maximum
Current Zoning/FLU	
****Proposed Zoning/FLU**	
***Change in Demand**	

F. Stormwater:
Potential increase in volume discharged due to increased impervious coverage, reduced groundwater seepage or loss of surface water storage impacting Adopted LOS of 25-year 3-day storm Pre vs. Post Runoff (Storm sewers to convey 5 year- 1 day storm event; Canals to convey 3 year – 1 day storm event)

Impact	

III. Transportation Analysis: *Complete ITE Trip Generation Form (Attached)*

G. Transportation Analysis: Complete ITE Trip Generation Data Form Most recent ITE Code for use; HCM Roadway Capacity		
	AADT	**AM/PM Peak Hour Trips**
Demand Analysis	Maximum	Maximum
Current Zoning/FLU		
****Proposed Zoning/FLU**		
***Change in Demand**	Trips	Trips
Impact to Capacity		

IV. Project Description

PHASING
Is this project (phase) part of a larger project? [ ] Yes [ ] No
If yes, enumerate each phase, the number of units or square footage in each phase and beginning/completion date.
Total Project: Residential Units: Single Family: Multifamily:
Non-residential (square footage):
Mixed-use (describe use):
(If this is a single phase project, name it Phase I – Total)

RESIDENTIAL DATA

Type	**Phase**	**Number of Units**	**Acres**	**Expected beginning date**	**Expected completion date**
Single-family, detached					
Single-family, attached					
Multi-family					
Other (specify)					

NON-RESIDENTIAL DATA					
Type(s) specify	**Phase**	**Square footage**	**Acres**	**Expecting beginning date**	**Expected completion date**

REMAINING 3.14 AC OF TOTAL 7.06 AC IS CURRENTLY PRIVATELY OWNED BY AUDUBON DEVELOPMENT FOR PHASE 3 FUTURE DEVELOPMENT OR RIGHT OF WAY TO BE CONVEYED TO CITY OF FORT PIERCE. PHASE 3 ON WEST SIDE OF 2ND STREET NO PROPOSED SITE PLAN CURRENTLY. COMPLETION DATE PER AGREEMENT WITH CITY OF FORT PIERCE NO LATER THAN 11/13/2029

A. Indicate whether the proposed project will be eliminating any existing recreational facilities. If yes, detail the number and type being eliminated. [ ] Yes [ ] No

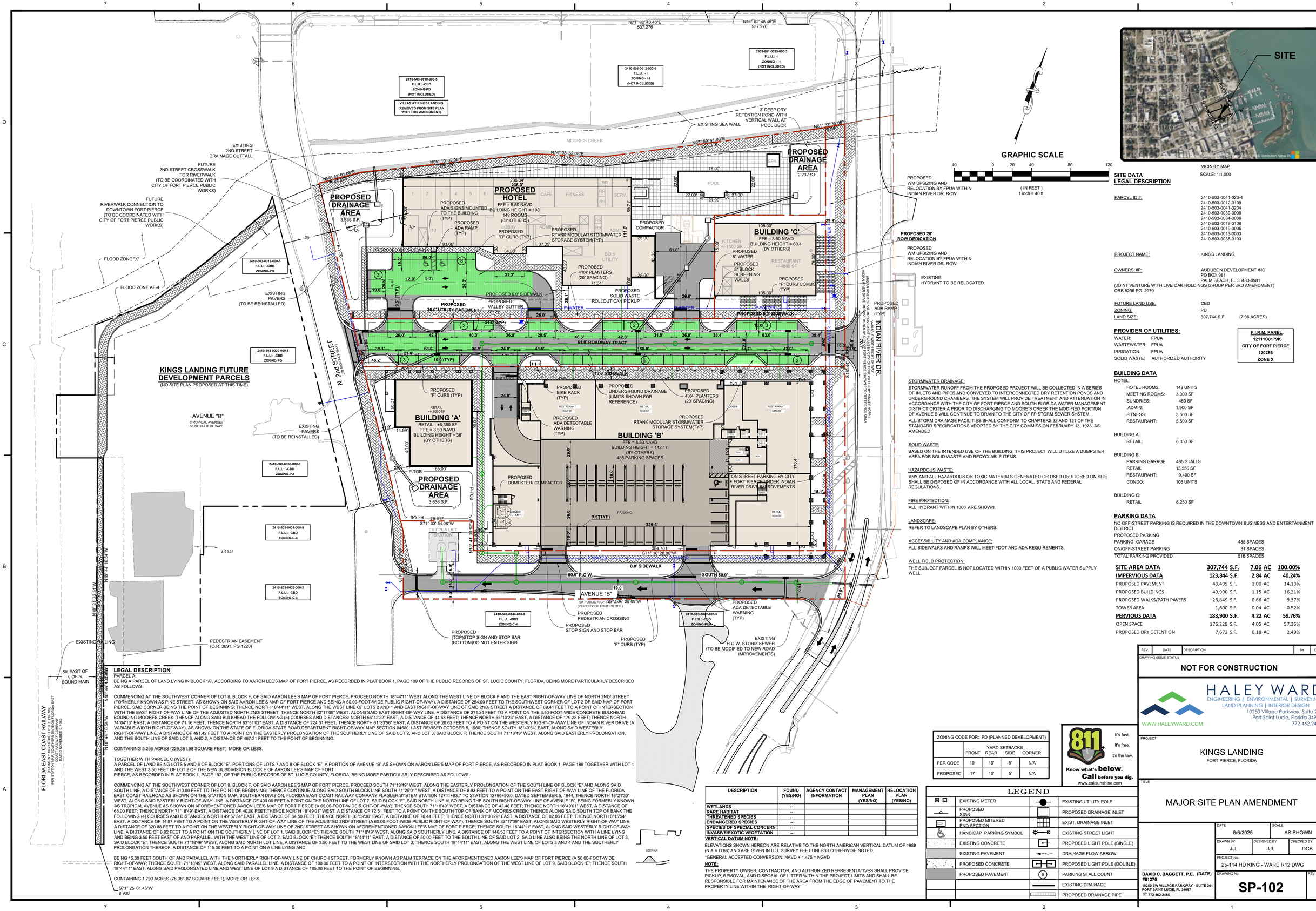
B. 1. Does this application involve demolition or re-use of any structure(s)? [ ] Yes [ ] No
If yes, what is the size of the structure(s) to be demolished or re-used? _____

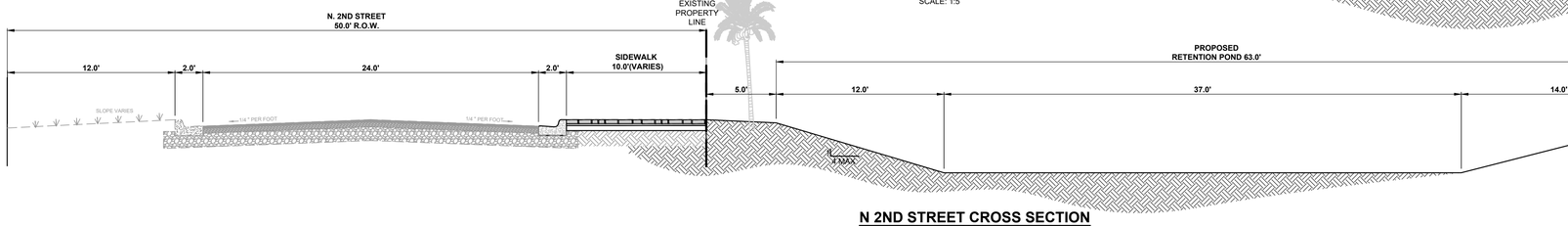
2. What is the current use of the structure to be demolished or re-used? _____

3. Are you claiming trip credits for the demolition or re-use of a structure(s) at the site? [ ] Yes [ ] No
If yes, provide estimates of credits for each previous use at the site. (Attach sheet with calculations)

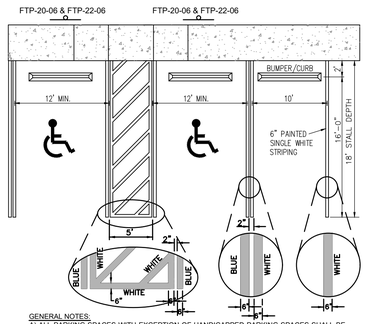
C. Exemptions Requested:

** Complete section if requesting a change in zoning, future land use, or expanding


N71° 09' 48.46"E
537.276
N71° 09' 48.46"E
537.276
2403-001-0025-000-3
F.L.U.: - I
ZONING - I-1
(NOT INCLUDED)
2410-503-0012-000-6
F.L.U.: - I
ZONING - I-1
(NOT INCLUDED)
2410-503-0019-000-5
F.L.U.: -CBD
ZONING-PD
(NOT INCLUDED)
VILLAS AT KINGS LANDING
(REMOVED FROM SITE PLAN WITH THIS AMENDMENT)
3' DEEP DRY RETENTION POND WITH VERTICAL WALL AT POOL DECK
EXISTING SEA WALL
MOORE'S CREEK
N61° 33' 35.08"E
N63° 50' 41.08"E
N74° 03' 52.08"E
N55° 10' 02.05"E
EXISTING 2ND STREET DRAINAGE OUTFALL
FUTURE 2ND STREET CROSSWALK FOR RIVERWALK (TO BE COORDINATED WITH CITY OF FORT PIERCE PUBLIC WORKS)
FUTURE RIVERWALK CONNECTION TO DOWNTOWN FORT PIERCE (TO BE COORDINATED WITH CITY OF FORT PIERCE PUBLIC WORKS)
PROPOSED DRAINAGE AREA
3,836 S.F.
PROPOSED HOTEL
FFE = 8.50 NAVD
BUILDING HEIGHT = 108'
148 ROOMS
(BY OTHERS)
PROPOSED ADA SIGNS MOUNTED TO THE BUILDING (TYP)
PROPOSED ADA RAMP (TYP)
PROPOSED "D" CURB (TYP)
PROPOSED RTANK MODULAR STORMWATER STORAGE SYSTEM(TYP)
PROPOSED 6.0' SIDEWALK
PROPOSED 4'X4' PLANTERS (20' SPACING)
PROPOSED SOLID WASTE ROLLOUT CAN PICK-UP
PROPOSED VALLEY GUTTER (TYP)
PROPOSED 30.0' UTILITY EASEMENT
PROPOSED COMPACTOR
BUILDING 'C'
FFE = 8.50 NAVD
BUILDING HEIGHT = 60.4'
(BY OTHERS)
KITCHEN +/-1850 SF
RESTAURANT +/-4800 SF
PROPOSED 8" WATER
PROPOSED 8" BLOCK SCREENING WALLS
PROPOSED "F" CURB COMBO (TYP)
PROPOSED 8.0' SIDEWALK
POOL
SPA
PROPOSED DRAINAGE AREA
2,232 S.F.
PROPOSED 20' ROW DEDICATION
PROPOSED WM UPSIZING AND RELOCATION BY FPUA WITHIN INDIAN RIVER DR. ROW
EXISTING HYDRANT TO BE RELOCATED
PROPOSED ADA RAMP (TYP)
INDIAN RIVER DRIVE (MAINTAINED BY FORT PIERCE BY KIMLEY HORN) VARIABLE WIDTH RIGHT OF WAY VARIABLE WIDTH PAVEMENT BY CITY OF FORT PIERCE SHOWN FOR REFERENCE ONLY
N. 2ND STREET (FORMERLY HIGH STREET)
KINGS LANDING FUTURE DEVELOPMENT PARCELS
(NO SITE PLAN PROPOSED AT THIS TIME)
AVENUE "B"
(TROPICAL AVENUE)
65.00 RIGHT OF WAY
BUILDING 'A'
RETAIL - ±6,350 SF
FFE = 8.50 NAVD
BUILDING HEIGHT = 36'
(BY OTHERS)
PROPOSED "F" CURB (TYP)
PROPOSED BIKE RACK (TYP)
PROPOSED UNDERGROUND DRAINAGE (LIMITS SHOWN FOR REFERENCE)
PROPOSED 4'X4' PLANTERS (20' SPACING)
PROPOSED ADA DETECTABLE WARNING (TYP)
PROPOSED RTANK MODULAR STORMWATER STORAGE SYSTEM(TYP)
BUILDING 'B'
FFE = 8.50 NAVD
BUILDING HEIGHT = 142.17'
(BY OTHERS)
485 PARKING SPACES
PROPOSED DUMPSTER/ COMPACTOR
ON STREET PARKING BY CITY OF FORT PIERCE UNDER INDIAN RIVER DRIVE IMPROVEMENTS
PROPOSED DRAINAGE AREA
3,636 S.F.
EX FPUA LIFT STATION
AVENUE "B"
50' PUBLIC RIGHT OF WAY
(PER CITY OF FORT PIERCE)
PROPOSED PEDESTRIAN CROSSING
PROPOSED STOP SIGN AND STOP BAR
PROPOSED (TOP)STOP SIGN AND STOP BAR (BOTTOM)DO NOT ENTER SIGN
PROPOSED "F" CURB (TYP)
PROPOSED ADA DETECTABLE WARNING (TYP)
EXISTING R.O.W. STORM SEWER (TO BE MODIFIED TO NEW ROAD IMPROVEMENTS)
EXISTING PAVERS (TO BE REINSTALLED)
FLOOD ZONE "X"
FLOOD ZONE AE-4
2410-503-0019-000-5
F.L.U.: -CBD
ZONING-PD
2410-503-0020-000-5
F.L.U.: -CBD
ZONING-PD
2410-503-0030-000-8
F.L.U.: -CBD
ZONING-PD
2410-503-0031-000-5
F.L.U.: -CBD
ZONING-C-4
2410-503-0032-000-2
F.L.U.: -CBD
ZONING-C-4
2410-503-0044-000-9
F.L.U.: -CBD
ZONING-C-4
2410-503-0060-000-5
F.L.U.: -CBD
ZONING-PD
FLORIDA EAST COAST RAILWAY
(FORMERLY HIGH STREET P.B. 1 PG. 189)
(FORMERLY FLORIDA EAST COAST RAILWAY COMPANY)
PER STATION COAST SYSTEM DRAWING
DATED NOVEMBER 9, 1940
PEDESTRIAN EASEMENT (O.R. 3691, PG 1220)
EXISTING RAILING
50' EAST OF ℄ OF S. BOUND MAIN
3.4951
S71° 25' 01.46"W
8.930
N18° 21' 30.54"W
N18° 41' 35.30"W
N18° 42' 10.54"W
N18° 42' 10.54"W
N18° 42' 10.54



N 2ND STREET CROSS SECTION
SCALE: 1:5



GENERAL NOTES:
A) ALL PARKING SPACES WITH EXCEPTION OF HANDICAPPED PARKING SPACES SHALL BE MARKED IN WHITE, RETRO-REFLECTIVE TRAFFIC PAINT AND BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION,2010 SECTION 710.

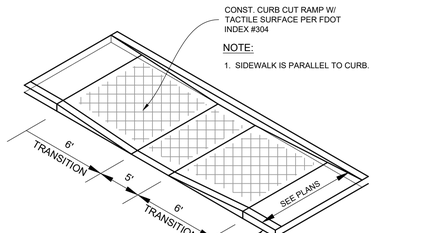
B) ALL HANDICAPPED PARKING SPACES SHALL BE PROPERLY SIGNED AND STRIPED IN ACCORDANCE WITH THE FDOT STANDARD INDEX 17346, FY 2017-18.

C) ALL COMPACT SPACES SHALL BE MARKED "COMPACT" ON THE STALL OR TIRE STOP.

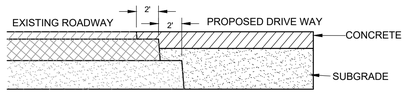


NOTES:
1. FTP 20-06: TOP PORTION SHALL HAVE REFLECTIVE BLUE BACKGROUND WITH WHITE REFLECTIVE SYMBOL AND BORDER. BOTTOM PORTION SHALL HAVE A REFLECTIVE WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.
2. FTP 21-06: TOP PORTION SHALL HAVE REFLECTIVE BLUE BACKGROUND WITH WHITE REFLECTIVE SYMBOL AND BORDER. BOTTOM PORTION SHALL HAVE A REFLECTIVE WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.
3. FTP 20-06 IS FOR USE IN AREAS WHERE SPACE IS LIMITED.
4. FTP 22-06 IS SUPPLEMENTAL PANEL FOR THE FTP 20-06 & FTP 21-06 SIGNS.
5. HEIGHT SHALL BE 7 FEET MEASURED FROM THE GROUND OR SIDEWALK TO THE BOTTOM OF "PERMIT ONLY" SIGN OR 6 FEET TO THE BOTTOM OF "$250 FINE" SIGN.
6. REFER TO FDOT INDEX No. 711-001 FOR PAVEMENT MARKING DETAILS & FDOT INDEX No. 700-102 SIGN DETAILS PER THE LATEST FDOT DESIGN STANDARDS.

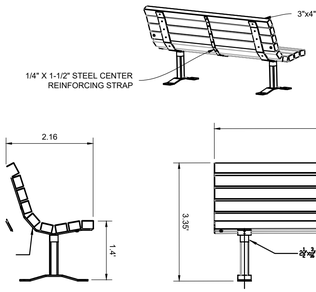
HANDICAP AND TYPICAL PARKING DETAIL
NTS



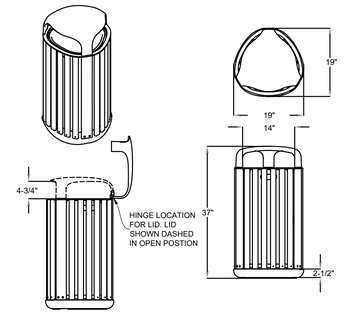
HANDICAP RAMP DETAIL
NTS



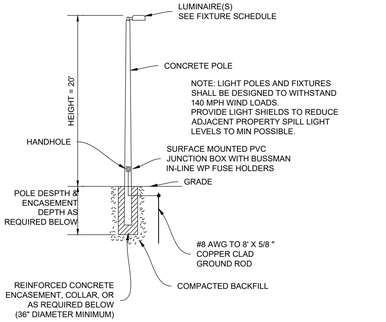
MATERIAL BENCHING DETAIL (TO EXISTING ROADWAY)
NTS



6' CONTOUR BENCH DETAIL
NTS

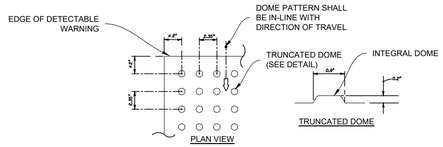


RECEPTACLE DETAIL
NTS



NOTE:
PROVIDE SHOP DRAWINGS SIGNED AND SEALED BY A FLORIDA REGISTERED PROFESSIONAL ENGINEER. SHOP DRAWINGS SHALL INCLUDE THE POLE,LUMINAIR, AND REINFORCED CONCRETE ENCASEMENT CALCULATIONS TO SHOW COMPLIANCE WITH FLORIDA BUILDING CODE , FOR WIND LOADING. SHOP DRAWINGS MAY BE FOR WORSE CASE SOIL CONDITIONS OR MAY BE BASED ON ACTUAL SITE SOIL BORINGS AND ANALYSIS FOR EACH POLE LOCATION AS VERIFIED BY THE FLORIDA REGISTERED PROFESSIONAL ENGINEER AND DOCUMENTED IN THE SHOP DRAWINGS. ALL ASSOCIATED COSTS FOR THE TOTAL INSTALLATION INCLUDING SHOP DRAWINGS, SOIL TESTING AND DESIGN FEES SHALL BE INCLUDED IN THE CONTRACT.

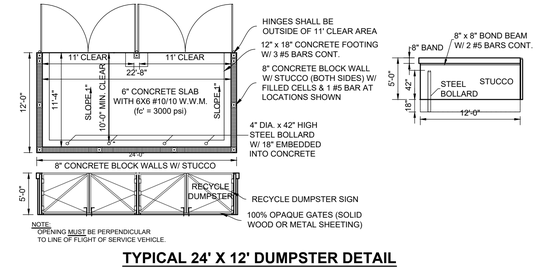
LIGHTING DETAIL
NTS



ALL SIDEWALK CURB RAMPS SHALL HAVE DETECTABLE WARNING SURFACES THAT EXTEND THE FULL WIDTH OF THE RAMP AND IN THE DIRECTION OF TRAVEL 24 INCHES (610 MM) FROM THE BACK OF CURB

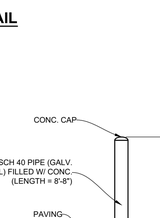
NOTES:
REFER TO FDOT INDEX 304 FOR FURTHER DETAILS
CAST IN PLACE

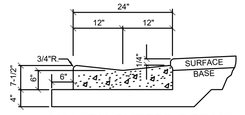
DETECTABLE WARNING SURFACE DETAIL
NTS



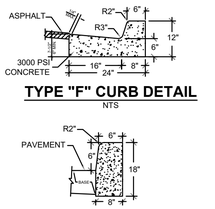
NOTE:
OPENING MUST BE PERPENDICULAR TO LINE OF FLIGHT OF SERVICE VEHICLE.

TYPICAL 24' X 12' DUMPSTER DETAIL
NTS





VALLEY GUTTER DETAIL
NTS



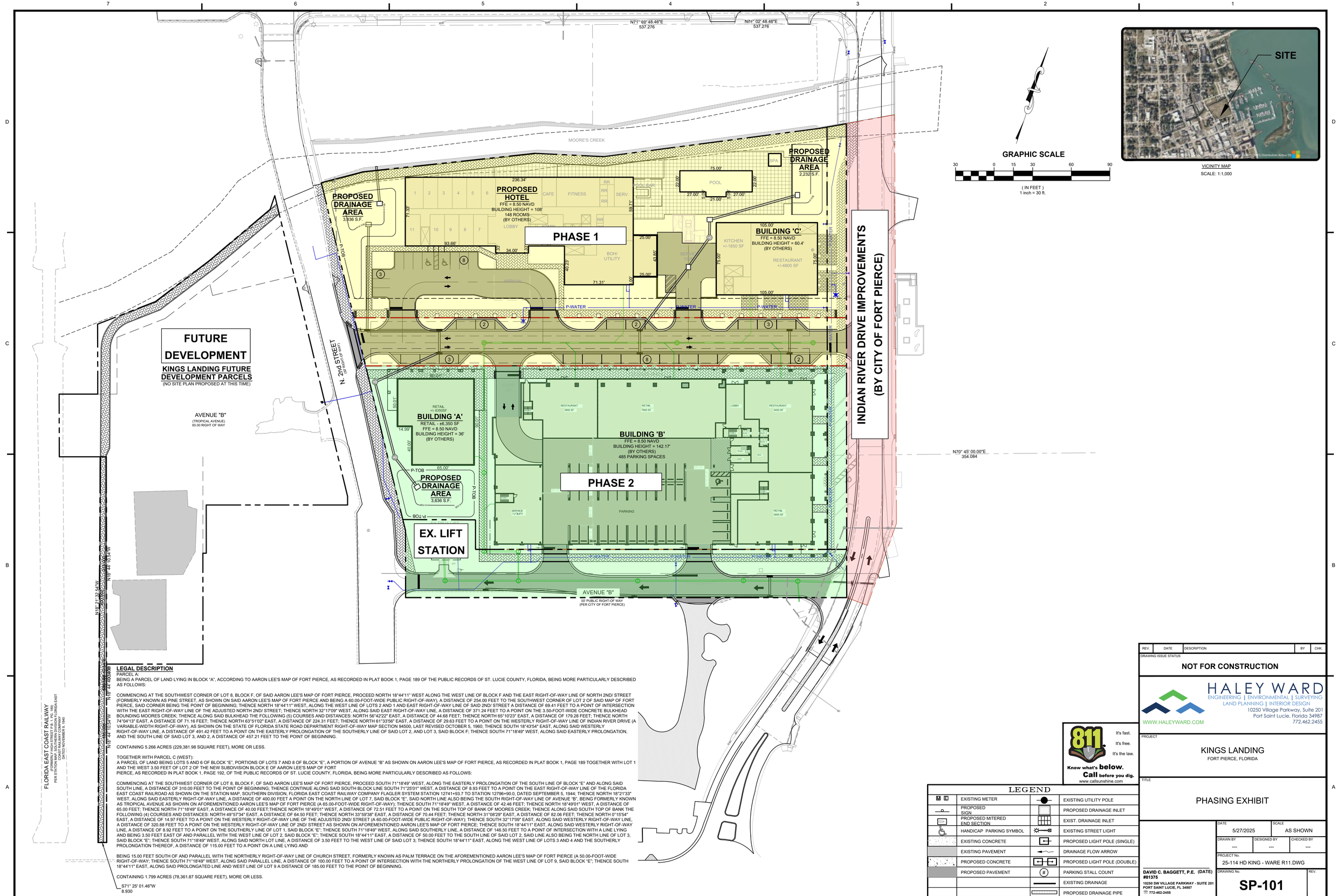
TYPE "F" CURB DETAIL
NTS

TYPE "D" CURB DETAIL
NTS

1. ALL STRUCTURAL CONCRETE SHALL HAVE A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 3000 PSI

BOLLARD DETAIL
NTS

FILE LOCATION: Z:\EDC-2025\25-114 - KINGS LANDING MAIN SITE - BILL WARE\ENGINEERING\AUTOCAD\DWGS\25-114 HDI KING - WARE R12.DWG, 2025.08.06, 12:58 PM



LEGAL DESCRIPTION

PARCEL A:
BEING A PARCEL OF LAND LYING IN BLOCK "A", ACCORDING TO AARON LEE'S MAP OF FORT PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 189 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 8, BLOCK F, OF SAID AARON LEE'S MAP OF FORT PIERCE, PROCEED NORTH 18°44'11" WEST ALONG THE WEST LINE OF BLOCK F AND THE EAST RIGHT-OF-WAY LINE OF NORTH 2ND/ STREET (FORMERLY KNOWN AS PINE STREET, AS SHOWN ON SAID AARON LEE'S MAP OF FORT PIERCE AND BEING A 60.00-FOOT-WIDE PUBLIC RIGHT-OF-WAY), A DISTANCE OF 254.00 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF SAID MAP OF FORT PIERCE, SAID CORNER BEING THE POINT OF BEGINNING; THENCE NORTH 18°44'11" WEST, ALONG THE WEST LINE OF LOTS 2 AND 1 AND EAST RIGHT-OF-WAY LINE OF SAID 2ND/ STREET A DISTANCE OF 69.41 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF THE ADJUSTED NORTH 2ND/ STREET; THENCE NORTH 32°17'09" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 371.24 FEET TO A POINT ON THE 3.50-FOOT-WIDE CONCRETE BULKHEAD BOUNDING MOORES CREEK; THENCE ALONG SAID BULKHEAD THE FOLLOWING (5) COURSES AND DISTANCES: NORTH 56°42'22" EAST, A DISTANCE OF 44.68 FEET; THENCE NORTH 65°10'23" EAST, A DISTANCE OF 179.28 FEET; THENCE NORTH 74°04'13" EAST, A DISTANCE OF 71.16 FEET; THENCE NORTH 63°51'02" EAST, A DISTANCE OF 224.31 FEET; THENCE NORTH 61°33'56" EAST, A DISTANCE OF 29.63 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF INDIAN RIVER DRIVE (A VARIABLE-WIDTH RIGHT-OF-WAY), AS SHOWN ON THE STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 94500, LAST REVISED OCTOBER 5, 1960; THENCE SOUTH 18°43'54" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 491.42 FEET TO A POINT ON THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT 2, AND LOT 3, SAID BLOCK F; THENCE SOUTH 71°18'49" WEST, ALONG SAID EASTERLY PROLONGATION, AND THE SOUTH LINE OF SAID LOT 3, AND 2, A DISTANCE OF 457.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.266 ACRES (229,381.98 SQUARE FEET), MORE OR LESS.

TOGETHER WITH PARCEL C (WEST):
A PARCEL OF LAND BEING LOTS 5 AND 6 OF BLOCK "E", PORTIONS OF LOTS 7 AND 8 OF BLOCK "E", A PORTION OF AVENUE "B" AS SHOWN ON AARON LEE'S MAP OF FORT PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 189 TOGETHER WITH LOT 1 AND THE WEST 3.50 FEET OF LOT 2 OF THE NEW SUBDIVISION BLOCK E OF AARON LEE'S MAP OF FORT
PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 192, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 8, BLOCK F, OF SAID AARON LEE'S MAP OF FORT PIERCE, PROCEED SOUTH 71°18'49" WEST, ALONG THE EASTERLY PROLONGATION OF THE SOUTH LINE OF BLOCK "E" AND ALONG SAID SOUTH LINE, A DISTANCE OF 310.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH BLOCK LINE SOUTH 71°25'01" WEST, A DISTANCE OF 8.93 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILROAD AS SHOWN ON THE STATION MAP, SOUTHERN DIVISION, FLORIDA EAST COAST RAILWAY COMPANY FLAGLER SYSTEM STATION 12741+93.7 TO STATION 12796+90.0, DATED SEPTEMBER 5, 1944; THENCE NORTH 18°21'33" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 400.00 FEET A POINT ON THE NORTH LINE OF LOT 7, SAID BLOCK "E", SAID NORTH LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF AVENUE "B", BEING FORMERLY KNOWN AS TROPICAL AVENUE AS SHOWN ON AFOREMENTIONED AARON LEE'S MAP OF FORT PIERCE (A 65.00-FOOT-WIDE RIGHT-OF-WAY); THENCE SOUTH 71°18'49" WEST, A DISTANCE OF 42.46 FEET; THENCE NORTH 18°49'01" WEST, A DISTANCE OF 65.00 FEET; THENCE NORTH 71°18'49" EAST, A DISTANCE OF 40.00 FEET,THENCE NORTH 18°49'01" WEST, A DISTANCE OF 72.51 FEET TO A POINT ON THE SOUTH TOP OF BANK OF MOORES CREEK; THENCE ALONG SAID SOUTH TOP OF BANK THE FOLLOWING (4) COURSES AND DISTANCES: NORTH 49°57'34" EAST, A DISTANCE OF 64.50 FEET; THENCE NORTH 33°59'38" EAST, A DISTANCE OF 70.44 FEET; THENCE NORTH 31°08'29" EAST, A DISTANCE OF 82.06 FEET; THENCE NORTH 0°15'54" EAST, A DISTANCE OF 14.97 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE ADJUSTED 2ND/ STREET (A 60.00-FOOT-WIDE PUBLIC RIGHT-OF-WAY); THENCE SOUTH 32°17'09" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 320.88 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 2ND/ STREET AS SHOWN ON AFOREMENTIONED AARON LEE'S MAP OF FORT PIERCE; THENCE SOUTH 18°44'11" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 8.92 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 1, SAID BLOCK "E"; THENCE SOUTH 71°18'49" WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 146.50 FEET TO A POINT OF INTERSECTION WITH A LINE LYING AND BEING 3.50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF LOT 2, SAID BLOCK "E"; THENCE SOUTH 18°44'11" EAST, A DISTANCE OF 50.00 FEET TO THE SOUTH LINE OF SAID LOT 2, SAID LINE ALSO BEING THE NORTH LINE OF LOT 3, SAID BLOCK "E"; THENCE SOUTH 71°18'49" WEST, ALONG SAID NORTH LOT LINE, A DISTANCE OF 3.50 FEET TO THE WEST LINE OF SAID LOT 3; THENCE SOUTH 18°44'11" EAST, ALONG THE WEST LINE OF LOTS 3 AND 4 AND THE SOUTHERLY PROLONGATION THEREOF, A DISTANCE OF 115.00 FEET TO A POINT ON A LINE LYING AND

BEING 15.00 FEET SOUTH OF AND PARALLEL WITH THE NORTHERLY RIGHT-OF-WAY LINE OF CHURCH STREET, FORMERLY KNOWN AS PALM TERRACE ON THE AFOREMENTIONED AARON LEE'S MAP OF FORT PIERCE (A 50.00-FOOT-WIDE RIGHT-OF-WAY; THENCE SOUTH 71°18'49" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 100.00 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE WEST LINE OF LOT 9, SAID BLOCK "E"; THENCE SOUTH 18°44'11" EAST, ALONG SAID PROLONGATED LINE AND WEST LINE OF LOT 9 A DISTANCE OF 185.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.799 ACRES (78,361.87 SQUARE FEET), MORE OR LESS.

LEGEND

M E	EXISTING METER		EXISTING UTILITY POLE
	PROPOSED SIGN		PROPOSED DRAINAGE INLET
	PROPOSED MITERED END SECTION		EXIST. DRAINAGE INLET
	HANDICAP PARKING SYMBOL		EXISTING STREET LIGHT
	EXISTING CONCRETE		PROPOSED LIGHT POLE (SINGLE)
	EXISTING PAVEMENT		DRAINAGE FLOW ARROW
	PROPOSED CONCRETE		PROPOSED LIGHT POLE (DOUBLE)
	PROPOSED PAVEMENT	(#)	PARKING STALL COUNT
			EXISTING DRAINAGE
			PROPOSED DRAINAGE PIPE

811 Know what's below. Call before you dig. It's fast. It's free. It's the law. www.callsunshine.com

REV.	DATE	DESCRIPTION	BY	CHK.

DRAWING ISSUE STATUS
NOT FOR CONSTRUCTION

HALEY WARD
ENGINEERING | ENVIRONMENTAL | SURVEYING
LAND PLANNING | INTERIOR DESIGN
WWW.HALEYWARD.COM
10250 Village Parkway, Suite 201
Port Saint Lucie, Florida 34987
772.462.2455

PROJECT
KINGS LANDING
FORT PIERCE, FLORIDA

TITLE
PHASING EXHIBIT

DATE 5/27/2025 | SCALE AS SHOWN
DRAWN BY --- | DESIGNED BY --- | CHECKED BY ---
PROJECT No. 25-114 HD KING - WARE R11.DWG
DRAWING No. SP-101 | REV.

DAVID C. BAGGETT, P.E. (DATE)
#81375
10250 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
772-462-2455

FILE LOCATION: Z:\EDC-2025\25-114 - KINGS LANDING MAIN SITE - BILL WARE\ENGINEERING\CAD\TOCAD\DWG\25-114 HD KING - WARE R11.DWG, 2025.05.27, 4:05 PM

KING'S LANDING
FORT PIERCE, FLORIDA



DRAWING INDEX

SHEET NUMBER	SHEET NAME	SHEET NUMBER	SHEET NAME
-CV	COVER	A-2.11	STREET ELEVATIONS
A-1.10	OVERALL SITE PLAN	A-2.12	STREET ELEVATIONS
A-1.11	CONDO & RETAIL 2	A-2.13	STREET ELEVATIONS
A-1.12	HOTEL & RETAIL 1	A-2.21	SITE CONTEXT AND STYLE REFERENCE
A-2.00	SITE RENDERING	A-2.22	STYLE REFERENCE & PRECEDENT
A-2.10	STREET ELEVATIONS	A-2.23	MATERIALS

To the best of the architect's or engineer's knowledge, the plans and specifications comply with the applicable minimum building codes and the applicable fire-safety standards as determined by the local authority in accordance with this section and Chapter 633, Florida Statutes.

REV	DESCRIPTION	DATE

© Garcia Stromberg

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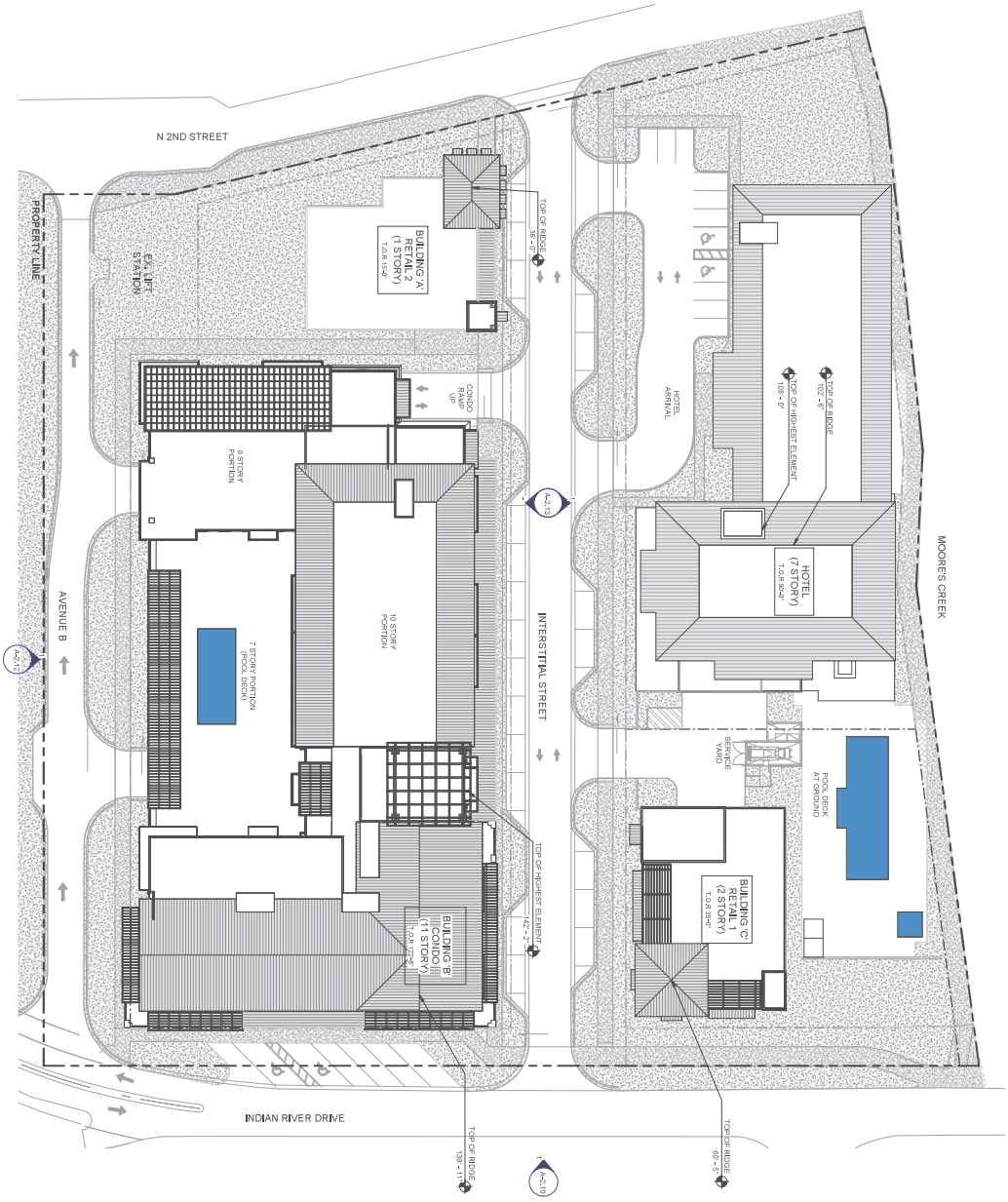
CLIENT
AUDUBON DEVELOPMENT INC - JOINT VENTURE WITH LIVE OAK HOLDINGS GROUP

PROJECT
KING'S LANDING
FORT PIERCE, FL

DRAWING NAME
COVER

PROJECT NUMBER: 2502
SHEET NUMBER
-CV
PRINT DATE:
5/22/2025 14:22 PM

CITY SUBMISSION 05-22-2025



OVERALL SITE PLAN

1 A-1.10

1" = 30'-0"

CITY SUBMISSION 05-22-2025

To the best of the architect's or engineer's knowledge, the plans and specifications comply with the applicable minimun building codes and the applicable fire-safety standards as determined by the local authority in accordance with this section and Chapter 633, Florida Statutes.

PROJECT NUMBER: 25012

SHEET NUMBER:

A-1.10

PRINT DATE: 5/22/2025 5:14:27 PM

DRAWING NAME

OVERALL SITE PLAN

PROJECT

KING'S LANDING

FORT PIERCE, FL

CLIENT

AUDUBON DEVELOPMENT INC - JOINT VENTURE WITH LIVE OAK HOLDINGS GROUP

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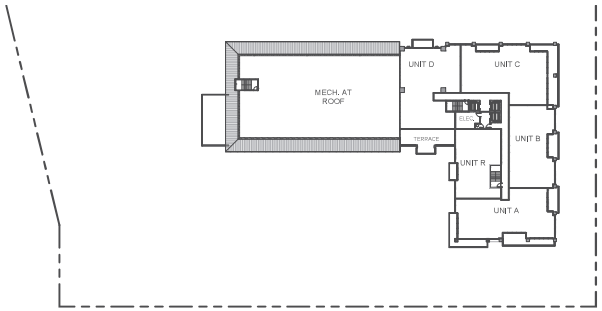
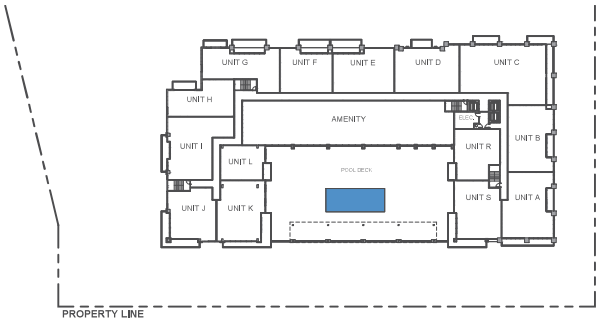
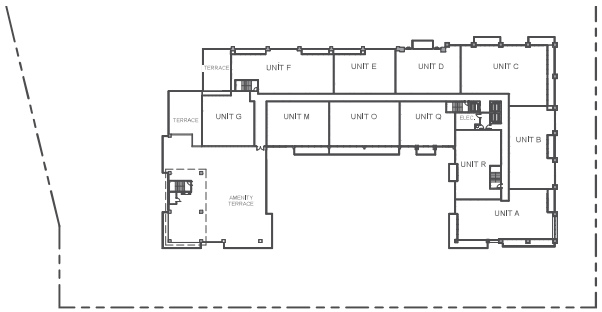
REV	DESCRIPTION	DATE:



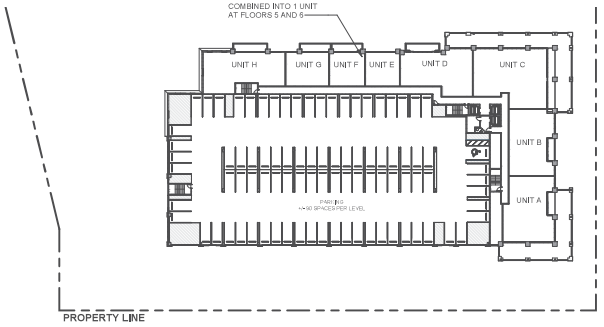
CONDO - LEVEL 11 (6, A-1.11) 1" = 50'-0"



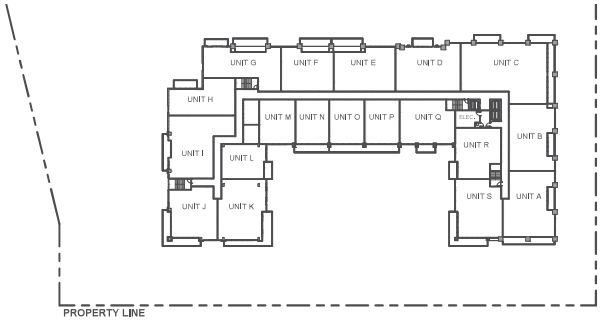
CONDO - LEVEL 07 (3, A-1.11) 1" = 50'-0"



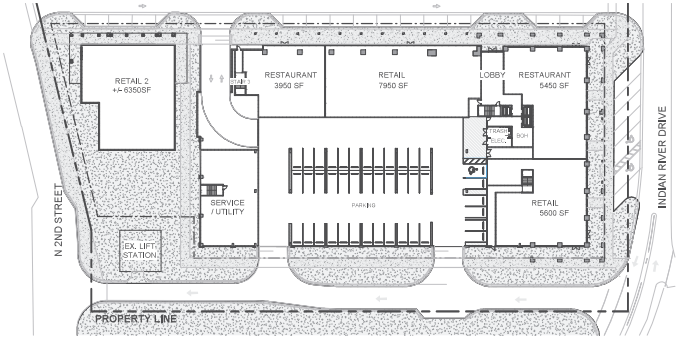
CONDO - LEVEL 10 (5, A-1.11) 1" = 50'-0"



CONDO - LEVEL 02 - 06 (2, A-1.11) 1" = 50'-0"



CONDO - LEVEL 08 -09 (4, A-1.11) 1" = 50'-0"



CONDO & RETAIL 2 - GROUND PLAN (1, A-1.11) 1" = 50'-0"

CITY SUBMISSION 05-22-2025

PROJECT NUMBER: 2303

SHEET NUMBER: A-1.11

PRINT DATE: 5/22/2025 1:14:12 PM

DRAWING NAME: CONDO & RETAIL 2

PROJECT: KING'S LANDING

FORT PIERCE, FL

CLIENT: AUDUBON DEVELOPMENT INVESTMENT VENTURE WITH LIVE OAK HOLDINGS GROUP

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To the best of the architect's or engineer's knowledge, the plans and specifications comply with the applicable minimum building codes and the fire-safety standards as determined by the local authority having jurisdiction in accordance with this section and Chapter 633, Florida Statutes.

REV.	DESCRIPTION	DATE

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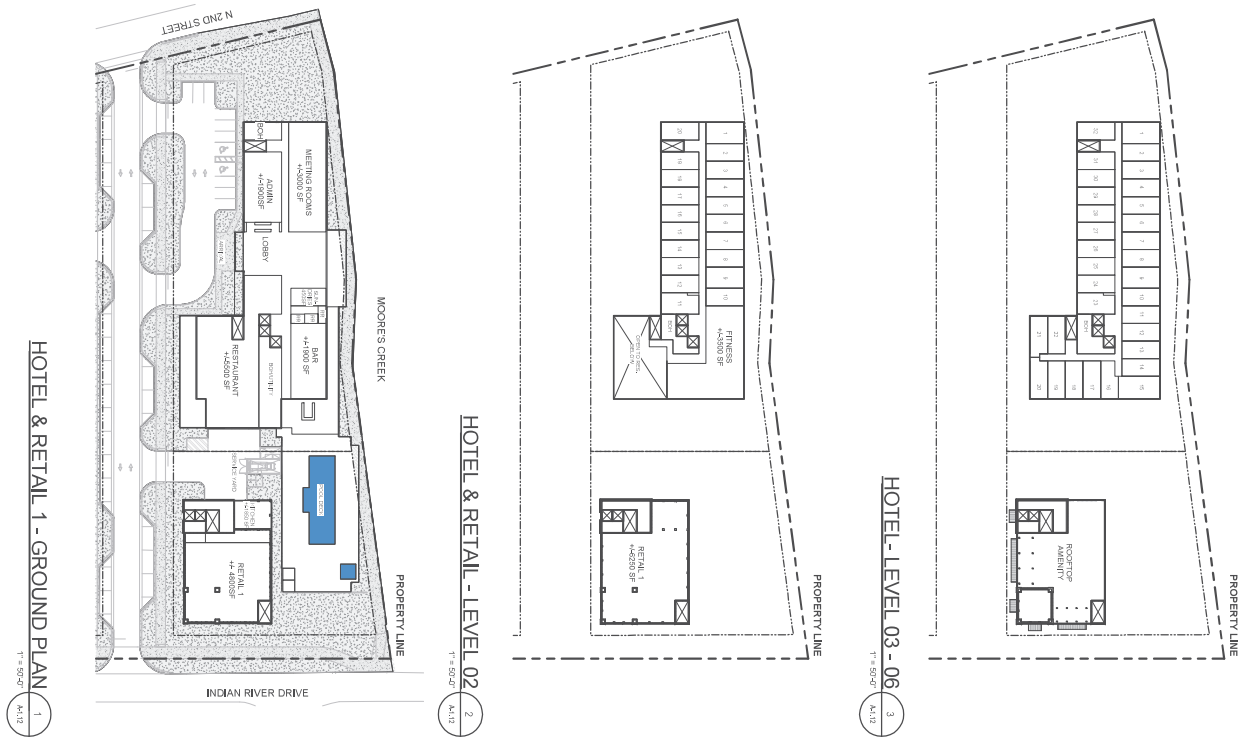

CITY SUBMISSION 05-22-2025

To the best of the architect's or engineer's knowledge, the plans and specifications comply with the applicable minimun building codes and the applicable fire-safety standards as determined by the local authority in accordance with this section and Chapter 633, Florida Statutes.

PROJECT NUMBER: 25012

SHEET NUMBER

A-1.12

PRINT DATE: 5/22/2025 5:14:34 PM

DRAWING NAME

HOTEL & RETAIL 1

PROJECT

KING'S LANDING

FORT PIERCE, FL

CLIENT

AUDUBON DEVELOPMENT INC - JOINT VENTURE WITH LIVE OAK HOLDINGS GROUP

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REV	DESCRIPTION	DATE:



CITY SUBMISSION 05-22-2025

To the best of the architect's or engineer's knowledge, the plans and specifications comply with the applicable minimun building codes and the applicable fire-safety standards as determined by the local authority in accordance with this section and Chapter 633, Florida Statutes.

PROJECT NUMBER: 25017

SHEET NUMBER

A-2.00

PRINT DATE: 5/22/2025 5:14:34 PM

DRAWING NAME

SITE RENDERING

PROJECT

KING'S LANDING

FORT PIERCE, FL

CLIENT

AUDUBON DEVELOPMENT INC - JOINT VENTURE WITH LIVE OAK HOLDINGS GROUP

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REV	DESCRIPTION	DATE:



RENDERING ALONG INDIAN RIVER DRIVE LOOKING SW



EAST (INDIAN RIVER DR) ELEVATION 1 A-2.10

1" = 20'-0"

To the best of the architect's or engineer's knowledge, the plans and specifications comply with the applicable minimum building codes and the applicable fire-safety standards as determined by the local authority in accordance with this section and Chapter 633, Florida Statutes.

REV	DESCRIPTION	DATE

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AUDUBON DEVELOPMENT INC - JOINT VENTURE WITH LIVE OAK HOLDINGS GROUP

PROJECT
KING'S LANDING
FORT PIERCE, FL

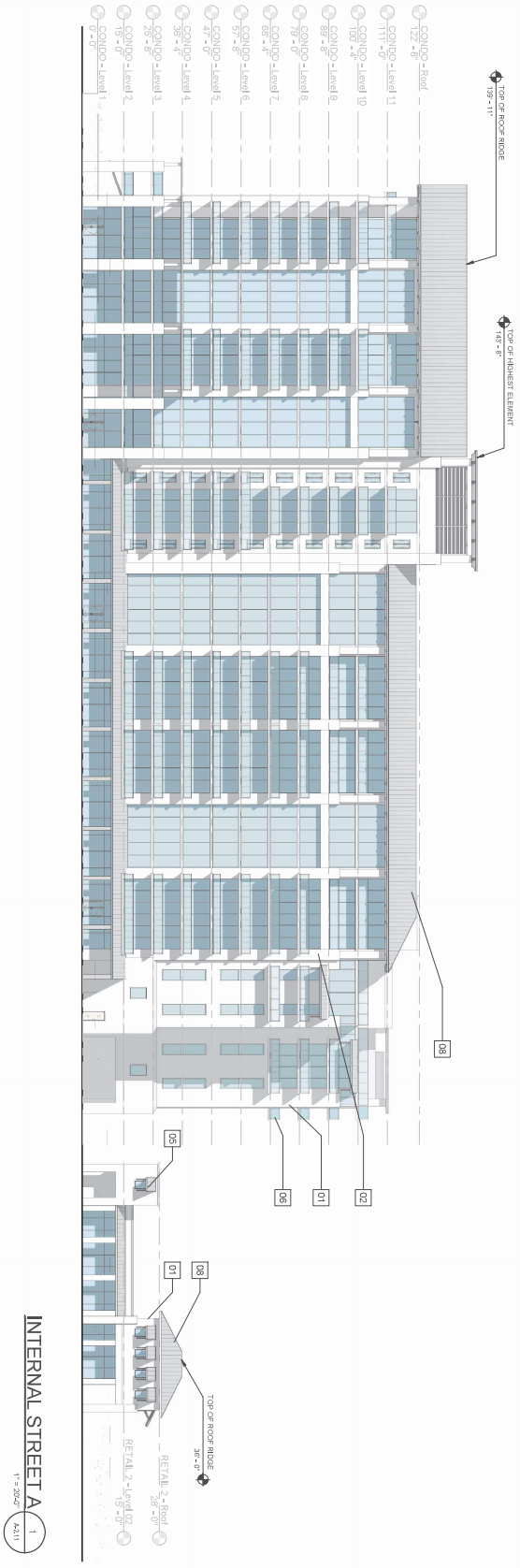
DRAWING NAME
STREET ELEVATIONS

PROJECT NUMBER 2502
SHEET NUMBER
A-2.10
PRINT DATE:
5/22/2025 1:14:54 PM

CITY SUBMISSION 05-22-2025



RENDERING ALONG INTERNAL STREET LOOKING SE



INTERNAL STREET A
1" = 20'-0"
1
A-2.11

CITY SUBMISSION 05-22-2025

To the best of the architect's or engineer's knowledge, the plans and specifications comply with the applicable minimum building codes and the applicable fire-safety standards as determined by the local authority in accordance with this section and Chapter 633, Florida Statutes.

PROJECT NUMBER: 25012

SHEET NUMBER
A-2.11

PRINT DATE:
5/22/2025 5:15:07 PM

DRAWING NAME
STREET ELEVATIONS

PROJECT
KING'S LANDING

FORT PIERCE, FL

CLIENT
AUDUBON DEVELOPMENT INC - JOINT VENTURE WITH LIVE OAK HOLDINGS GROUP

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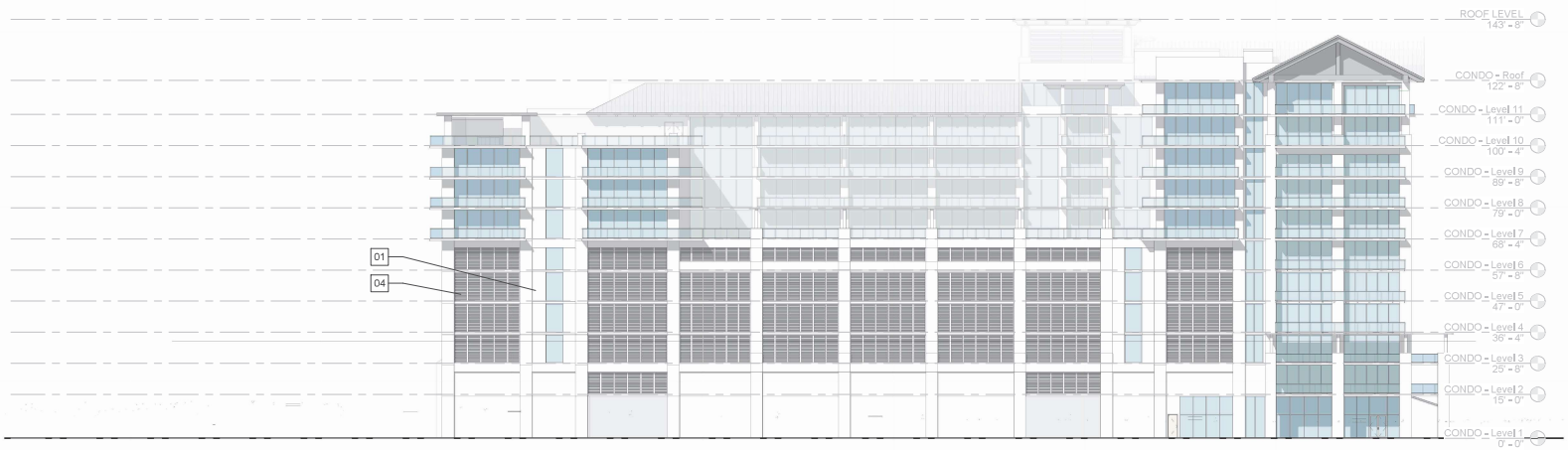
REV	DESCRIPTION	DATE:



SOUTH (AVENUE B) ELEVATION 1 A-2.12

1" = 20'-0"



RENDERING LOOKING NNW

To the best of the architect's or engineer's knowledge, the plans and specifications comply with the applicable minimum building codes and the applicable fire-safety standards as determined by the local authority in accordance with this section and Chapter 633, Florida Statutes.

REV	DESCRIPTION	DATE

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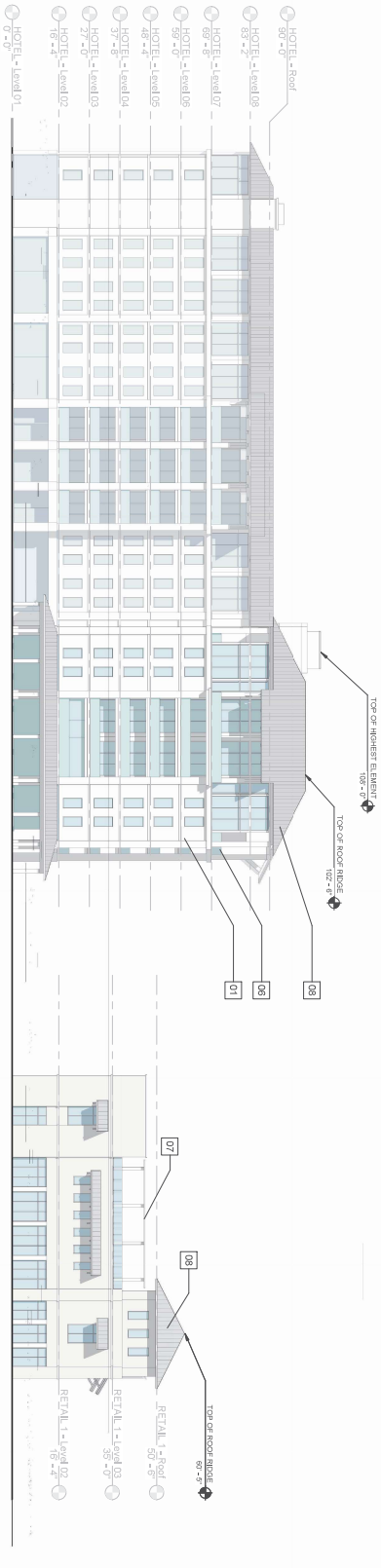
AUDUBON DEVELOPMENT INC - JOINT VENTURE WITH LIVE OAK HOLDINGS GROUP

PROJECT
KING'S LANDING
FORT PIERCE, FL

DRAWING NAME
STREET ELEVATIONS

CITY SUBMISSION 05-22-2025

PROJECT NUMBER 2002
SHEET NUMBER
A-2.12
PRINT DATE
5/22/2025 1:16:19 PM



INTERNAL STREET B

1" = 20'-0"

1 A2.13



RENDERING ALONG INTERNAL STREET LOOKING NORTH

CITY SUBMISSION 05-22-2025

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PROJECT NUMBER: 25012

SHEET NUMBER

A-2.13

PRINT DATE: 5/22/2025 5:15:29 PM

DRAWING NAME

STREET ELEVATIONS

PROJECT

KING'S LANDING

FORT PIERCE, FL

CLIENT

AUDUBON DEVELOPMENT INC - JOINT VENTURE WITH LIVE OAK HOLDINGS GROUP

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REV	DESCRIPTION	DATE:

SITE CONTEXT REFERENCES / PRECEDENT IMAGES





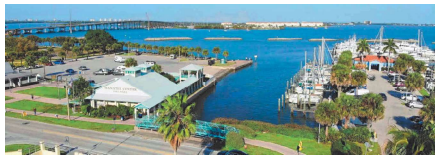




US DISTRICT COURT MAGISTRATE -
101 N US HWY 1. FORT PIERCE,FL 34950

DESIGN PRECEDENT
- WINDOW BAY RHYTHM - MIX OF FULL HEIGHT AND PUNCHED OPENINGS
- ELEVATION WITH HORIZONTAL DELINEATION OF HEAVIER BASE, MID-ZONE, AND LIGHTER TOP LEVEL.
- TOWER ELEMENT CREATING VARIED ROOF PROFILE
- SOLID ANCHORING MASSING ELEMENTS







MANATEE CENTER -
480 N INDIAN RIVER DR, FORT PIERCE,FL 34950

DESIGN PRECEDENT
- METAL ROOF
- MIX OF HIP, GABLE, AND SHED ROOF ELEMENTS.
- COVERED SHED TYPE LOGGIA







SEVEN GABLES HOUSE -
482 N INDIAN RIVER DR, FORT PIERCE,FL 34950

DESIGN PRECEDENT
- GABLE ROOFS
- EXPOSED RAFTER TAIL DETAILING
- LARGE BALCONIES & TERRACES
- AWNING DETAILS

To the best of the architect's or engineer's knowledge, the plans and specifications comply with the applicable minimum building codes and the applicable fire safety standards that are in force in the jurisdiction and in accordance with this section and Chapter 633, Florida Statutes.

REV	DESCRIPTION	DATE

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CITY SUBMISSION 05-22-2025

PROJECT
KING'S LANDING
FORT PIERCE, FL

CLIENT
AUDUBON DEVELOPMENT INVESTMENT VENTURE WITH LIVE OAK HOLDINGS GROUP

DRAWING NAME
SITE CONTEXT AND STYLE REFERENCE

PROJECT NUMBER 2303

SHEET NUMBER
A-2.21

PRINT DATE
5/22/2025 5:51:51 PM

SITE CONTEXT REFERENCES / PRECEDENT IMAGES





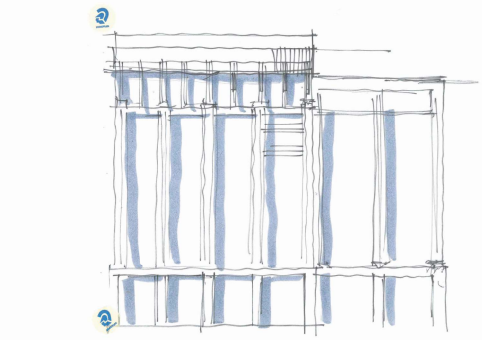






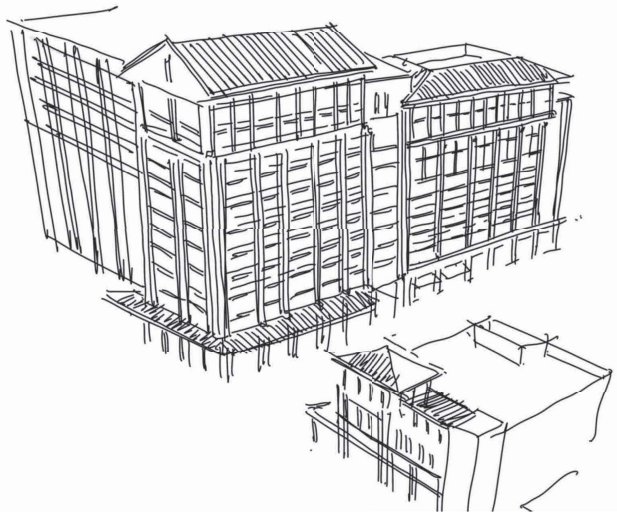






CONCEPT SKETCH

CONCEPT SKETCH



DESIGN CONCEPTS AND ARCHITECTURAL LANGUAGE:

- MASSING STEPS DOWN FROM THE EAST TO THE WEST, ENDING UP AT 2-3 STORIES ALONG THE EASTERN EDGE ADJACENT TO THE LOWER SCALE OF THE EXISTING RESIDENCES.
- ACTIVE URBAN STREET EXPERIENCE.
- RETAIL AND RESTAURANT ALONG STREET LEVEL.
- ACTIVE USES LINING THE PARKING LEVELS TO THE STREET.
- DRAWING INSPIRATION FROM THE SOUTH FLORIDA STYLE, THE VARIOUS BUILDINGS IN THE DEVELOPMENT PROVIDE DIFFERENT INTERPRETATIONS TO CREATE A RICH CONTEMPORARY COLLECTION OF STRUCTURES THAT FORM A COHESIVE WHOLE.
- STANDING SEAM ROOFS WITH EXPOSED RAFTER TAIL DETAILING AND LARGE OVERHANGS.
- TERRACES, AND STREET LEVEL COLONNADES ARE IMPLEMENTED THROUGHOUT .
- A MIX OF GABLE AND HIP ROOF PROFILES CREATED ADDITIONAL VARIETY IN THE FORMS.
- WALL FINISHES CONSISTING OF A MIX OF PAINTED STUCCO, HORIZONTAL SLAT, AND VENEER SHELL STONE CLADDING AT ACCENT AREAS ARE ALSO IN KEEPING WITH THE SOUTH FLORIDA STYLE.
- VARIED WINDOW PATTERNING WITH VARIATIONS FROM FULL HEIGHT WINDOWS TO PUNCHED OPENINGS.
- HORIZONTAL ARTICULATION OF BASE, MID-ZONE, & ROOF LEVEL FROM HEAVY TO LIGHT.
- LOUVERED PANELS AND SUN GRILLS CREATE A FINAL CONSISTENT LANGUAGE OF DETAILING.

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REV	DESCRIPTION	DATE

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PROJECT
AUDUBON DEVELOPMENT INVESTMENT VENTURE WITH LIVE OAK HOLDINGS GROUP

PROJECT
KING'S LANDING
FORT PIERCE, FL

CITY SUBMISSION 05-22-2025

PROJECT NUMBER 2023

SHEET NUMBER
A-2.22

DRAWING NAME
STYLE REFERENCE & PRECEDENT

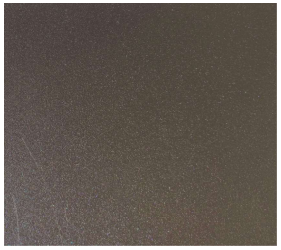
PRINT DATE
5/22/2025 11:12 PM



METAL ROOF
(KEYNOTE 08)



ARCHITECTURAL SUNSHADE
(KEYNOTE 05)



ALUMINUM FINISH
COLOR: BRONZE



ROOF TRELLIS
(KEYNOTE 07)

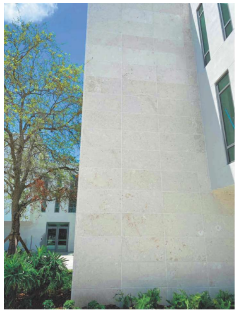


MECHANICAL SCREEN
(KEYNOTE 04)

EXTERIOR WALL FINISH 02
(KEYNOTE 02)
BASIS OF DESIGN:
SHERWIN WILLIAMS - SW 9584



GLASS ALUMINUM RAILINGS
(KEYNOTE 06)



STONE CLADDING
(KEYNOTE 03)

EXTERIOR WALL FINISH 01
(KEYNOTE 01)
BASIS OF DESIGN:
SHERWIN WILLIAMS - SW 7006

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REV	DESCRIPTION	DATE

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CLIENT
AUDUBON DEVELOPMENT INC - JOINT VENTURE WITH LIVE OAK HOLDINGS GROUP

PROJECT
KING'S LANDING
FORT PIERCE, FL

DRAWING NAME
MATERIALS

PROJECT NUMBER: 2502
SHEET NUMBER:
A-2.23
PRINT DATE:
5/22/2025 11:03 PM

CITY SUBMISSION 05-22-2025

BOUNDARY & TOPOGRAPHIC SURVEY

FOR: LIVE OAK ESTATES GROUP

LEGAL DESCRIPTION (BY SURVEYOR):

PARCEL A:

BEING A PARCEL OF LAND LYING IN BLOCK 'A', ACCORDING TO AARON LEE'S MAP OF FORT PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 189 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 8, BLOCK F, OF SAID AARON LEE'S MAP OF FORT PIERCE, PROCEED NORTH 18°44'11" WEST ALONG THE WEST LINE OF BLOCK F AND THE EAST RIGHT-OF-WAY LINE OF NORTH 2ND STREET (FORMERLY KNOWN AS PINE STREET, AS SHOWN ON SAID AARON LEE'S MAP OF FORT PIERCE AND BEING A 60.00-FOOT-WIDE PUBLIC RIGHT-OF-WAY), A DISTANCE OF 254.00 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF SAID MAP OF FORT PIERCE, SAID CORNER BEING THE POINT OF BEGINNING; THENCE NORTH 18°44'11" WEST, ALONG THE WEST LINE OF LOTS 2 AND 1 AND EAST RIGHT-OF-WAY LINE OF SAID 2ND STREET A DISTANCE OF 69.41 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF THE ADJUSTED NORTH 2ND STREET; THENCE NORTH 32°17'09" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 371.24 FEET TO A POINT ON THE 3.50-FOOT-WIDE CONCRETE BULKHEAD BOUNDING MOORES CREEK; THENCE ALONG SAID BULKHEAD THE FOLLOWING (5) COURSES AND DISTANCES: NORTH 56°42'32" EAST, A DISTANCE OF 44.68 FEET; THENCE NORTH 65°57'23" EAST, A DISTANCE OF 178.28 FEET; THENCE NORTH 74°04'13" EAST, A DISTANCE OF 71.16 FEET; THENCE NORTH 63°51'02" EAST, A DISTANCE OF 224.31 FEET; THENCE NORTH 61°53'56" EAST, A DISTANCE OF 29.63 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF INDIAN RIVER DRIVE (A VARIABLE-WIDTH RIGHT-OF-WAY), AS SHOWN ON THE STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 94003, LAST REVISED OCTOBER 5, 1960; THENCE SOUTH 18°43'54" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 491.42 FEET TO A POINT ON THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT 2, AND LOT 3, SAID BLOCK F; THENCE SOUTH 71°16'49" WEST, ALONG SAID EASTERLY PROLONGATION, AND THE SOUTH LINE OF SAID LOT 3, AND 2, A DISTANCE OF 457.21 FEET TO THE POINT OF BEGINNING.

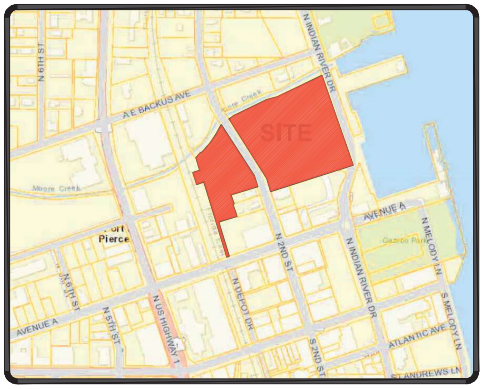
CONTAINING 5.266 ACRES (229,381.98 SQUARE FEET), MORE OR LESS.

TOGETHER WITH PARCEL C (WEST):

A PARCEL OF LAND BEING LOTS 5 AND 6 OF BLOCK E, PORTIONS OF LOTS 7 AND 8 OF BLOCK E, A PORTION OF AVENUE B AS SHOWN ON AARON LEE'S MAP OF FORT PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 189 TOGETHER WITH LOT 1 AND THE WEST 3.50 FEET OF LOT 2 OF THE NEW SUBDIVISION BLOCK E OF AARON LEE'S MAP OF FORT PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 192, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 8, BLOCK F, OF SAID AARON LEE'S MAP OF FORT PIERCE, PROCEED SOUTH 71°16'49" WEST, ALONG THE EASTERLY PROLONGATION OF THE SOUTH LINE OF BLOCK E' AND ALONG SAID SOUTH LINE, A DISTANCE OF 310.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH BLOCK LINE SOUTH 71°25'01" WEST, A DISTANCE OF 8.93 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILROAD AS SHOWN ON THE STATION MAP, SOUTHERN DIVISION, FLORIDA EAST COAST RAILWAY COMPANY FLAGLER SYSTEM STATION 1274+83.7 TO STATION 1279+90.0, DATED SEPTEMBER 6, 1946; THENCE NORTH 18°21'58" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 400.00 FEET A POINT ON THE NORTH LINE OF LOT 7, SAID BLOCK E, SAID NORTH LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF AVENUE B', BEING FORMERLY KNOWN AS 'TROPICAL AVENUE' AS SHOWN ON AFOREMENTIONED AARON LEE'S MAP OF FORT PIERCE (A 65.00-FOOT-WIDE RIGHT-OF-WAY); THENCE SOUTH 71°16'49" WEST, A DISTANCE OF 43.46 FEET; THENCE NORTH 18°49'01" WEST, A DISTANCE OF 65.00 FEET; THENCE NORTH 71°16'49" EAST, A DISTANCE OF 40.00 FEET; THENCE NORTH 18°49'01" WEST, A DISTANCE OF 72.85 FEET TO A POINT ON THE SOUTH TOP OF BANK OF MOORES CREEK; THENCE ALONG SAID SOUTH TOP OF BANK THE FOLLOWING (4) COURSES AND DISTANCES: NORTH 49°57'34" EAST, A DISTANCE OF 84.50 FEET; THENCE NORTH 33°58'38" EAST, A DISTANCE OF 70.44 FEET; THENCE NORTH 31°08'29" EAST, A DISTANCE OF 82.26 FEET; THENCE NORTH 01°25'47" EAST, A DISTANCE OF 14.97 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE ADJUSTED 2ND STREET (A 60.00-FOOT-WIDE PUBLIC RIGHT-OF-WAY); THENCE SOUTH 32°17'09" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 322.66 FEET TO THE WESTERLY PROLONGATION AND THE SOUTH LINE OF LOT 1, SAID BLOCK E'; THENCE NORTH 71°16'49" EAST, ALONG SAID SOUTH LINE AND THE WESTERLY PROLONGATION THEREOF, A DISTANCE OF 60.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID 2ND STREET; THENCE NORTH 18°44'11" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 8.93 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 1, SAID BLOCK E'; THENCE SOUTH 71°16'49" WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 146.50 FEET TO A POINT OF INTERSECTION WITH A LINE LYING AND BEING 3.50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF LOT 2, SAID BLOCK E'; THENCE SOUTH 18°44'11" EAST, A DISTANCE OF 50.00 FEET TO THE SOUTH LINE OF SAID LOT 2, SAID LINE ALSO BEING THE NORTH LINE OF LOT 3, SAID BLOCK E'; THENCE SOUTH 71°16'49" WEST, ALONG SAID NORTH LOT LINE, A DISTANCE OF 3.50 FEET TO THE WEST LINE OF SAID LOT 3; THENCE SOUTH 18°44'11" EAST, ALONG THE WEST LINE OF LOTS 3 AND 4 AND THE SOUTHERLY PROLONGATION THEREOF, A DISTANCE OF 115.00 FEET TO A POINT ON A LINE LYING AND BEING 15.00 FEET SOUTH OF AND PARALLEL WITH THE NORTHERLY RIGHT-OF-WAY LINE OF CHURCH STREET, FORMERLY KNOWN AS PALM TERRACE ON THE AFOREMENTIONED AARON LEE'S MAP OF FORT PIERCE (A 50.00-FOOT-WIDE RIGHT-OF-WAY); THENCE SOUTH 71°16'49" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 100.00 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE WEST LINE OF LOT 8, SAID BLOCK E'; THENCE SOUTH 18°44'11" EAST, ALONG SAID PROLONGATED LINE AND WEST LINE OF LOT 8 A DISTANCE OF 186.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.799 ACRES (78,361.87 SQUARE FEET), MORE OR LESS.



ST. LUCIE COUNTY, FLORIDA

VICINITY MAP

NO SCALE

FLIGHT NOTES & ACCURACY REPORT:

1. THIS SITE WAS FLOWN ON DECEMBER 19, 2019, JUNE 10, 2024, AND JANUARY 29, 2025 UTILIZING A DJI PHANTOM 4 PRO SERIES DRONE, WITH DRONE DEPLOY VERSION 2.34.0 FOR FLIGHT PLANNING AND POST PROCESSING.
2. THE FLIGHT WAS CONDUCTED BY CERTIFIED REMOTE PILOT NO. 4297805.
3. HORIZONTAL CONTROL STATEMENT: MAP BASED UPON NORTH AMERICAN DATUM OF 1983 (NAD83), FLORIDA STATE PLANE PROJECTION, EAST ZONE, US SURVEY FEET, FLS3-GP AND UTILIZING EPSG CODE 2236. USE OF FOUND FLAT CONTROL, STATE RIGHT OF WAY POINTS, NGS MONUMENTATION AND/OR SECTIONAL BREAKDOWN WERE USED AS PART OF THE MAPPING PROCESS. DISTANCES SHOWN ARE IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF.
4. MEASUREMENTS OF DISTANCE, AREA AND VOLUME WITHIN THE SURVEY ARE ACCURATE TO WITHIN 1–3 TIMES THE GROUND SAMPLING DISTANCE (GSD) AS REPORTED BELOW, UNLESS OTHERWISE NOTED. USE OF GSD ARE AS REQUIRED.
5. FEATURES ARE LIMITED TO THOSE VISIBLE AT TIME OF THE PHOTOGRAPHY AND ARE SUBJECT TO FIELD VERIFICATION BY THE END USER. BUILDING OUTLINES REPRESENT APPROXIMATE ROOF LINE LOCATIONS AS SEEN ON THE AERIAL PHOTOGRAPHY, UNLESS OTHERWISE NOTED.
6. AREAS DESIGNATED AS "OBSCURED" INDICATE THE GROUND IS OBSCURED BY VEGETATION AND/OR SHADOWS. MAPPING WITHIN THESE AREAS MAY NOT MEET STANDARD ACCURACY.
7. RELATIVE ACCURACY:
   - GROUND SAMPLING DISTANCE (GSD) RANGE= 0.21 IN/PIXEL
   - TOTAL (RMSE) Xc 0.0012 Yc 0.0014 Zc 0.0001

GROUND CONTROL DATA:

LABEL	X ERROR (INCHES)	Y ERROR (INCHES)	Z ERROR (INCHES)
1	−0.0799	0.136	0.2795
2	0.0845	−0.0472	−0.2008
3	−0.0433	0.0906	0.0906
4	0.0748	−0.0591	−0.232
5	−0.0869	0.2441	0.0591
6	0.189		0.2677
7	0.1197	−0.1969	−0.1457
8	0.0394	0.0197	−0.0748
9	−0.1496	−0.0984	−0.2008
10	0.0906	−0.0394	0.1024
11	−0.1811	−0.0394	0.0748

SHEET INDEX:

1 VICINITY MAP & NOTES
2 MAP SHEET

SURVEYORS NOTES AND REPORT:

1. REPRODUCTIONS OF THIS MAP ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. THIS SURVEY CANNOT BE TRANSFERRED OR ASSIGNED WITHOUT THE SPECIFIC WRITTEN PERMISSION OF ENGINEERING, DESIGN AND CONSTRUCTION, INC. IT IS A VIOLATION OF CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, TO ALTER THIS SURVEY WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND/OR DELETIONS MADE TO THE FACE OF THIS SURVEY WILL MAKE THIS SURVEY INVALID.
2. THE LAST DATE OF FIELD WORK WAS JANUARY 28, 2025.
3. UNLESS OTHERWISE NOTED HEREON, IT IS ASSUMED BY THE CLIENT, A TITLE SEARCH FOR THIS PROPERTY HAS NOT BEEN ABSTRACTED TO SHOW MATTERS OF RECORD SUCH AS EASEMENTS OR OTHER ENCUMBRANCES OR RESTRICTIONS.
4. PARCELS CONTAIN A TOTAL OF 7.1 ACRES, MORE OR LESS.
5. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH BOUNDARY LINE OF PARCEL "A" PER THE LINE LABELED AS (BEARING BASIS) AND ALL OTHER BEARINGS ARE RELATIVE THERETO. DISTANCES ARE IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF.
6. THIS BOUNDARY SURVEY HAS BEEN REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM-EAST ZONE, NAD 83 (1990).
7. SUB-SURFACE IMPROVEMENTS INCLUDING UNDERGROUND UTILITIES, UTILITY SERVICES, WERE NOT LOCATED AS PART OF THIS SURVEY.
8. REVISIONS SHOWN HEREON DO NOT REPRESENT A "FIELD SURVEY UPDATE" UNLESS OTHERWISE NOTED.
9. IN ORDER TO CLEARLY REPRESENT THE GRAPHICAL INFORMATION DERIVED FROM THIS SURVEY, IT MAY BE NECESSARY TO MORE CLEARLY ILLUSTRATE THE RELATIONSHIP BETWEEN PHYSICAL IMPROVEMENTS AND/OR LOT LINES. THE DIMENSIONS SHOWN SHALL CONTROL THE LOCATION, OF THE IMPROVEMENTS, OVER THE SCALED POSITIONS.
10. THE OWNERSHIP OF PERIMETER FENCES, WALLS, HEDGES AND LANDSCAPING, IF ANY, SHOWN HEREON ARE NOT KNOWN AND ARE NOT LISTED AS ENCROACHMENTS, THEIR RELATIVE LOCATION IS SHOWN IN RELATION TO THE BOUNDARY LINES SHOWN.
11. THE SURVEY MAP SHOWN HEREON DOES NOT NECESSARILY CONTAIN ALL OF THE INFORMATION OBTAINED OR DEVELOPED BY THE UNDERSIGNED SURVEYOR IN HIS FIELD WORK, OFFICE WORK OR RESEARCH.
12. THE SURVEYOR HAS NOT BEEN PROVIDED WITH ANY DEEDS OR SURVEYS FOR ADJACENTS INTO THE REALIGNED PORTION OF N. 2ND STREET. THIS SURVEYOR HAS NO KNOWLEDGE OF ANY RIGHT OF WAY DEDICATION FOR THIS REALIGNMENT AND IT IS UNCLEAR IF THIS TRIANGULAR PORTION HAS BEEN TAKEN FOR RIGHT OF WAY OR IS RETAINED AS OWNERSHIP.
13. MOORE'S CREEK AND PLATTED RIVER BANK HAVE BEEN DIGITIZED FROM THE PLAT OF AARON LEE'S MAP OF FORT PIERCE, FLORIDA, PER PLAT BOOK 1, PAGE 189, AND ARE FOR INFORMATIONAL PURPOSES ONLY.
14. FLOOD ZONE LINES SHOWN HEREON ARE APPROXIMATE AND ARE BASED ON F.E.M.A. FIRM NO. 12111C0179K, DATED FEBRUARY 19, 2020. THE PROPERTY WHICH IS THE SUBJECT OF THIS SURVEY APPEARS TO BE SITUATE IN FLOOD ZONES X, ZONE X (0.2% ANNUAL CHANCE FLOOD HAZARD), AE-4 & AE REGULATORY FLOODWAY AT THIS TIME. THE EXACT DESIGNATION CAN ONLY BE DETERMINED BY AN ELEVATION CERTIFICATE.

Michael T Owen Digitally signed by Michael T Owen
Date: 2025.05.16 16:29:52 -04'00'

MICHAEL T. OWEN, PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION #5058

DATE OF MAPS

ENGINEERS ● SURVEYORS
ENVIRONMENTAL
10250 VILLAGE PARKWAY
UNIT 201
PORT ST. LUCIE, FL 34987
772-462-2455
www.edc-inc.com
FAX: CERTIFICATE OF AUTHORIZATION #00
LAND SURVEYING BUSINESS OF AUTHORIZED BUSINESS

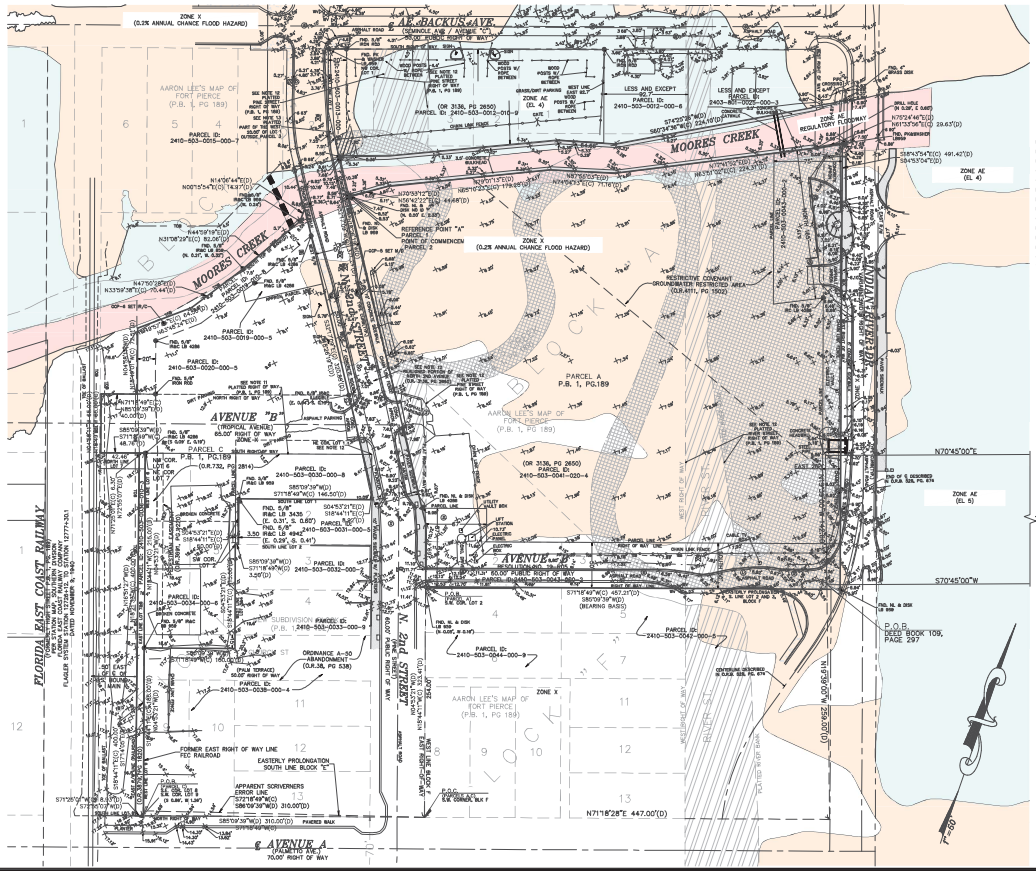
BOUNDARY & TOPOGRAPHIC SURVEY
FOR: LIVE OAK GROUP ESTATES
RECORD INFORMATION
SEC. 10, TWNSHP. 35 SOUTH, RGE. 40 EAST
SAINT LUCIE COUNTY, FLORIDA

ENGINEERS ● SURVEYORS
ENVIRONMENTAL
10250 VILLAGE PARKWAY
UNIT 201
PORT ST. LUCIE, FL 34987
772-462-2455

25-114

BOUNDARY & TOPOGRAPHIC SURVEY

FOR: LIVE OAK ESTATES GROUP



GRAPHIC SCALE

50 0 25 50 100 120

(IN FEET)
1 inch = 50 ft.

ABBREVIATION & SYMBOL LEGEND

FND = FOUND
NL = NAIL
ID = IDENTIFICATION
(C) = CALCULATED
(D) = DEED
FEC = FLORIDA EAST COAST
IR&C = IRON ROD & CAP
LB = LICENSED BUSINESS
O.R. = OFFICIAL RECORDS BOOK
PG. = PAGE
PK = PARKER & CAYLON
P.B. = PLAT BOOK
CL= CENTERLINE
WV = WATER VALVE

= AT&T RISER
= BACK FLOW PREVENTER
= BENCH
= BENCHMARK
= BIKE RACK
= CABLE RISER
= CABLE/TV HANDHOLD
= CATCH BASIN
= CLEAN OUT
= CONCRETE LIGHT POST
= CONCRETE POWER POLE
= CONCRETE POWER POLE W/STREET LIGHT
= CONCRETE SIGNAL LIGHT POLE
= DECORATIVE LIGHT POST
= DIAMETER
= DRAINAGE MANHOLE
= ELECTRIC BOX
= ELECTRIC HAND HOLE
= ELECTRIC METER
= ELECTRICAL PANEL
= EXISTING ELEVATION
= FIBER OPTIC RISER
= FIBER OPTIC VAULT
= GROUND LIGHT
= GUARD RAIL
= GUY WIRE ANCHOR
= HYDRANT
= IRRIGATION CONTROL VALVE
= IRRIGATION PUMP
= IRRIGATION VALVE
= LIGHT POST
= MAILBOX
= METAL LIGHT POST
= MONITORING WELL
= OVERHEAD WIRE
= PARKING METER
= RECLAIMED WATER VALVE
= SANITARY VALVE
= SET IRON ROD WITH CAP "L.B. 6599"
= SET NAIL AND DISK "L.B. 6599"
= SIGN
= SPIGOT
= SPRINKLER VALVE
= STREET SIGN
= WATER SERVICE METER
= CURB INLET
= WATER VALVE
= WOOD POLE STREET LIGHT
= WOOD POWER POLE
= TRAFFIC HANDHOLD
= UNKNOWN HANDHOLD
= UNKNOWN RISER BOX
= BLUE PAINT MARKS
= RED PAINT MARKS
= GREEN PAINT MARKS
= ORANGE PAINT MARKS
= WHITE PAINT MARKS
= AIR RELEASE VALVE
= FPL MANHOLE
= UNKNOWN TYPE MANHOLE
= SANITARY MANHOLE
= STORMWATER DRAINAGE MANHOLE

FLOOD ZONE LEGEND:

ZONE X
ZONE AE (BASEFLOOD ELEVATION 5')
ZONE X (2% ANNUAL CHANCE FLOOD HAZARD)
ZONE AE REGULATORY FLOODWAY

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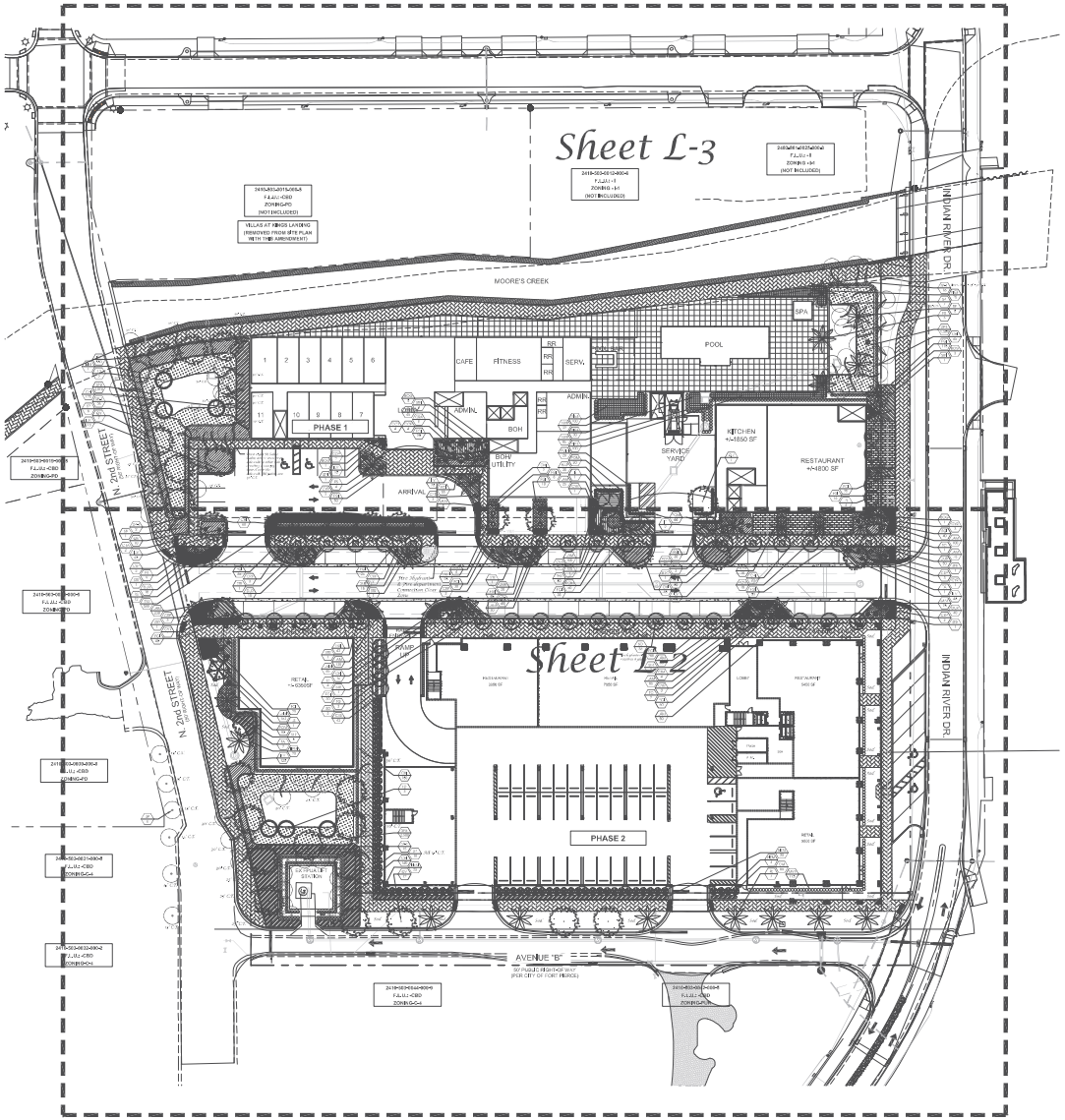


Sheet Legend

Sheet L-1	Key Sheet
Sheet L-2	Landscape Plan-South Section
Sheet L-3	Landscape Plan-North Section
Sheet L-4	Landscape Data, Plant List, Details & Specifications

General Notes

1. No plant substitutions can be made without the City of Fort Pierce's approval.
2. All required landscape improvements must be inspected and approved by the City prior to the issuance of a Certificate of Occupancy.
3. Any existing landscaping, sod, or irrigation damaged or destroyed during the construction shall be replaced prior to the final inspection.
4. All prohibited exotic and invasive species shall be removed from the entire site prior to issuance of certificate of occupancy.
5. Planting adjacent to fire hydrants is to have a minimum clear radius of 7.5' as required by the NFPA Uniform Fire Code Florida Edition 18.3.4.1 Hydrants. All fire hydrants and fire check valves shall have a minimum of 7.5' from the front and sides with 4' from the rear to all landscape material per the Florida Fire Prevention Code.

Phasing Notes

1. No landscaping in Phase 1 will be installed until after the construction of the adjacent future phased buildings. This is to prevent the damage of the landscaping in the surrounding shared areas until all construction is complete.

ELECTRONIC SIGNATURE AND SEAL
Registered Landscape Architect
Jeffrey W. Smith, RLA
LA0001635
Prepared, Reviewed & Supervised By:
Conceptual Design Group, Inc.
900 East Ocean Boulevard, Suite 130d
Stuart, Florida 34994
(772) 344-2240

Jeffrey W Smith
2025.08.07 19:12:11 -04'00'

Landscape Plan

Phase I

North
Scale: 1" = 40'
0 20' 40' 80'

Conceptual Design Group, Inc.
Landscape Architecture - Site Planning
900 East Ocean Boulevard, Suite 130d
Stuart, Florida 34994
(772) 344-2240
LC: 26000198

King's Landing

Indian River Drive - Avenue B - 2nd Street
City of Fort Pierce, Florida

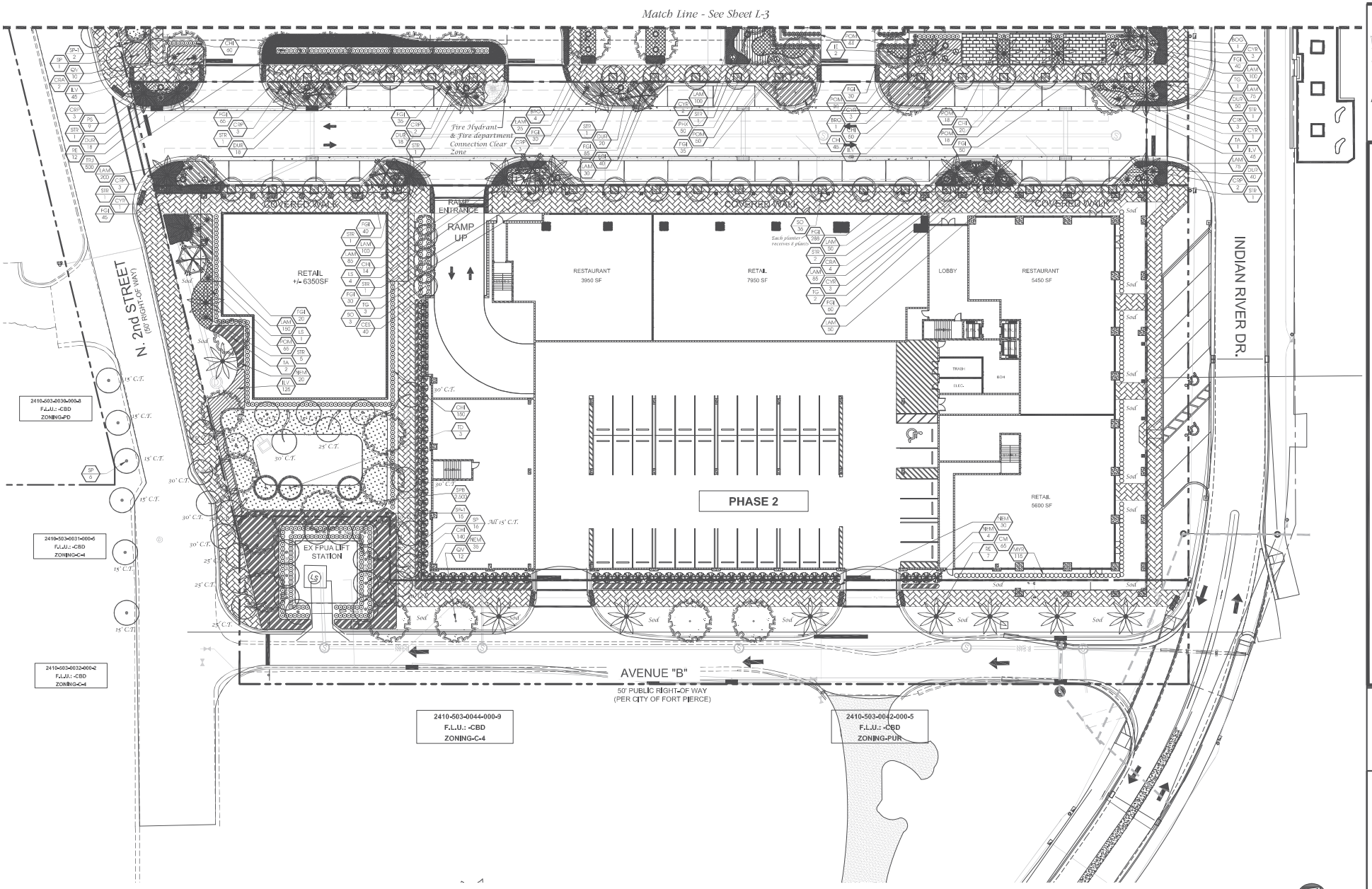
City Project Number:
21-07000006

Jeffrey W. Smith, RLA
Florida Registration Number
LA 0001635

Job No.	21-0201
Drawn By	JWS
Submittal Dates	3-25-2021
8-26-2021	8-18-2022
2-21-2023	5-21-2025
	8-7-2025
Revision Dates	
City Comments #1	8-26-2021
Phase Lines	8-18-2022
City Comments #2	2-21-2023
New Base	5-21-2025
New Base	8-7-2025

These drawings are the property of the landscape architect and are not to be used for other projects except by written permission from the landscape architect. Report any discrepancies immediately to the landscape architect.

Sheet L-1 of 4



Landscape Plan

Phase I

Conceptual Design Group, Inc.

Landscape Architecture - Site Planning

900 East Ocean Boulevard, Suite 130d
Stuart, Florida 34994
(772) 344-2340
LC: 26000198

King's Landing

Indian River Drive - Avenue B - 2nd Street

City of Fort Pierce, Florida

City Project Number: 21-07000006

Jeffrey W. Smith, RLA
Florida Registration Number: LA0001655

Job No.	21-0201
Drawn By	JWS
Submittal Dates	5-25-2021
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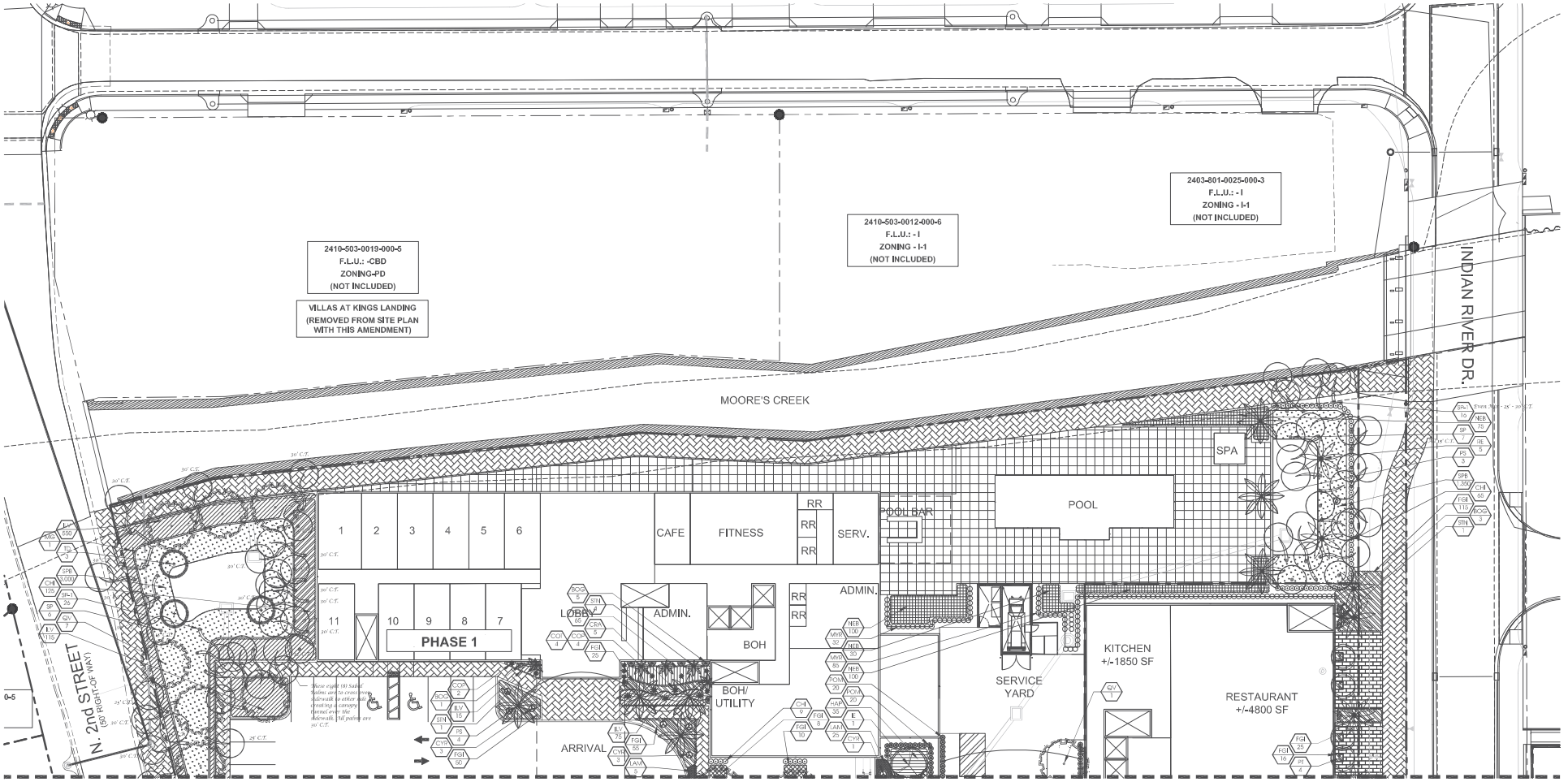
Sheet L-2 of 4



Landscape Plan

Phase I

North

Scale: 1" = 20'

0 10' 20' 40'

Conceptual Design Group, Inc.

Landscape Architecture - Site Planning

900 East Ocean Boulevard, Suite 130d
Stuart, Florida 34994
(772) 344-2340
LC: 26000198

King's Landing

Indian River Drive - Avenue B - 2nd Street

City of Fort Pierce, Florida

City Project Number:
21-07000006

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New Base	8-7-2025

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Landscape Specifications

1. All tree and plant material to be Florida No. 1 or better, as classified in "Grades and Standards for Nursery Plants", Part 1 and Part II, State of Florida, Dept. of Agriculture, Tallahassee. All plants not listed in "Grades and Standards for Nursery Plants" shall conform to a Florida No. 1 as to: (1) health and vitality, (2) condition of foliage, (3) root system, (4) freedom from pest or mechanical damage, (5) heavily branched and densely foliated according to the accepted normal shape of the species.
2. Undersizing or substitution of one species or cultivar for another species is a breach of contract and will be "Rejected" at the time of final landscape inspection unless approved by Landscape Architect.
3. Project Warranty: All plant material shall be warranted for a period of one (1) year after date of substantial completion against defects, including death and unsatisfactory growth, except for defects resulting from abuse or damage by others or unusual phenomena or incidents which are beyond the contractor's control.
4. Any and all conditions which the contractor feels will be detrimental to the success of the planting shall be brought to the owner or representative's attention.
5. The contractor shall verify the location of underground utilities prior to commencing work on any project area.
6. Mulch planting areas with 3" layer of Melaleuca, Eucalyptus, or Enviromulch. Cypress Mulch is NOT ACCEPTABLE. Planting beds to receive mulch throughout entire bed area.
7. All plants to be set to ultimate grade. No filling will be permitted around trunks or stems. Mulch to be kept a minimum of 2" away from trunks and stems.
8. Planting trees and shrubs: Excavate hole per planting detail. When plant is set, place additional backfill consisting of a 50% mixture of Peat humus and natural soil around the base and sides of ball, and work each layer to settle backfill and eliminate voids and air pockets. When excavation is approximately 2/3 full, water thoroughly before placing remainder of backfill. Water again after placing final layer of backfill and before installing mulch.
9. Guy and stake trees in 3 directions with galvanized wire, through flexible hose chafing guards, with wooden stake anchors immediately after planting. (See Detail)
10. Trees and shrubs shall be fertilized with a complete natural organic fertilizer with a ratio of approximately 3:02 or 3:03 (e.g., one labeled 15-0-0). Similar analysis such as 16-0-8 (4:0:2) can also be used. Fertilizers that are slow release, controlled release, sulphur coated or with nitrogen as ISOU or ureaformaldehyde have extended release period. Thirty to fifty percent of the nitrogen should be water insoluble or slow release.

Palms should receive a complete granular fertilizer formulated for palms ("Palm Special") at a rate of 5 to 8 lbs. per palm.

Agriform 20-5-8 twenty-one gram planting tablets may be substituted for granular fertilizer, if utilized, the following rates shall be utilized: Position plant in hole, Backfill halfway up the rootball, Place table(s) beside rootball about 1" from root tips. Do not place table(s) in bottom of hole.

1 Gallon 1 Tablet
3 Gallon 2 Tablets
25 Gallon & B&B Trees 2 per 1" caliper

11. All planting areas and sod to be irrigated to provide 100% coverage. Shop drawings to be submitted by the irrigation contractor for approval prior to installation.
12. Maintain trees, shrubs, and other plants by watering, cultivating, and weeding as required for healthy growth. Restore planting saucers and mulch. Tighten and repair stake and guying and reset trees and shrubs to proper grade or vertical position as required. Spray as necessary to keep trees and shrubs free of insects and disease. The contractor shall begin maintenance immediately after planting and shall continue maintenance through final acceptance when Certificate of Occupancy is issued to the General Contractor by City and project is released by the General Contractor to Client.
13. Prune trees and shrubs only to remove damaged branches as directed by the Landscape Architect.
14. Planting Lawns: Provide clean, strongly rooted, uniformly sized strips of Stenotaphrom secundatum Floritam (unless otherwise noted); machine stripped not more than 24 hours prior to laying. Grade and roll prepared lawn surface, Water thoroughly but not to create muddy soil conditions. Lay sod strips with tight joints, roll or tamp lightly, and water thoroughly.
15. Maintain positive drainage, no planting is to block drainage.
16. Drainage Testing
Prior to planting of trees, palms, and specimen material, each planting pit shall be tested in the following manner to verify adequate drainage.
A) Dig each planting pit to the minimum specified size.
B) Fill the planting pit with (12") twelve inches of water. If the water level in the planting pit drops (4") four or more inches within (4) four hours, the drainage is sufficient and a drainage channel is not required. If the water level drops less than (4") four inches within the (4) four hour period, then a drainage channel is required.
C) When a drainage channel is required, the drainage channel must extend down through the non porous soil and into porous soil. (See Drainage Testing Detail)
D) Discard all material removed from the drainage channel.
E) When backfilling the planting pit, add coarse gravel to the drainage channel. Also, care must be taken to keep the consistency of the soil mix the same throughout the planting pit.

NOTES:
1. Contractor to include drainage testing for all trees and palms in bid. If drainage is inadequate, the soil specification in item #6 above shall be revised for site conditions. Contractor shall notify the Owner and Landscape Architect of poor drainage conditions in writing and written direction will be provided to the contractor of appropriate soil mixture specification to be used.
2. All fertilizers shall meet the City of Fort Pierce's fertilizer ordinance.

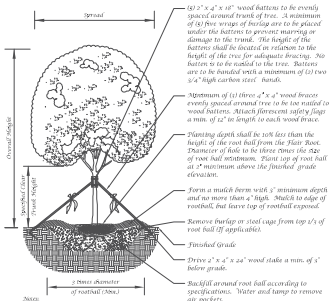
Plant List

QTY	SYM	SPECIES	COMMON NAME/DESCRIPTION	SIZE	SPACING	REMARKS
		CANOPY / ORNAMENTAL TREES				
3	IE	ILEX x ATTENUATA 'EAGLESTON'	EAGLESTON HOLLY	14' x 5', 2.5" CAL.	A.S.	FULL CANOPY, LIMB-UP 3'
5	LS	LAGERSTROEMIA SPECIOSA	QUEEN'S CREPE MYRTLE	14' x 5', 2.5" CAL.	A.S.	FULL CANOPY, LIMB-UP 3'
1	MG*	MAGNOLIA GRANDIFLORA	D.D. BLANCHARD SOUTHERN MAGNOLIA	14' x 5', 2.5" CAL.	A.S.	FULL CANOPY, LIMB-UP 3'
30	QV*	QUERCUS VIRGINIANA	LIVE OAK	100 GALLON, 16' x 6', 3.5" CAL.	A.S.	FULL CANOPY, 5' C.T. MIN.
3	TA	TABEBUIA AUREA	YELLOW TABEBUIA	14' x 5', 2.5" CAL.	A.S.	FULL CANOPY, CHARACTER SPECIMEN
6	TG	TIBOUCHINA GRANULOS	TIBOUCHINA STANDARD	930, 6' x 4'	A.S.	FULL CANOPY, LIMB-UP 3'
6	TD*	TAXODIUM DISTICHUM	BALD CYPRESS	14' x 5', 2.5" CAL.	A.S.	FULL CANOPY, LIMB-UP 3'
		PALMS				
39	AA	ARCHONTOPHOENIX ALEXANDRAE	KING ALEXANDER PALM	15' C.T.	A.S.	MATCHED SPECIMEN, THICK TRUNKS
68	CM	CARYOTA MITIS	FISHTAIL PALM	915, 3' x 2'	A.S.	FULL & THICK
16	PS	PHOENIX SYLVESTRIS	SYLVESTER PALM	10' C.T.	A.S.	MATCHED SPECIMEN, THICK TRUNKS
4	PT	PTYCHOSPERMA ELEGANS	ALEXANDER PALM	10' C.T., DOUBLE TRUNKS	A.S.	MATCHED SPECIMEN, THICK TRUNKS
24	RE*	ROYSTONEA ELATA	ROYAL PALM	15' C.T.	A.S.	MATCHED SPECIMEN, THICK TRUNKS
36	SP*	SABAL PALMETTO	SABAL PALM	SEE PLAN	A.S.	SLICK TRUNKS
59	SP-1*	SABAL PALMETTO	SABAL PALM	SEE PLAN	A.S.	SLICK CURVED TRUNKS
		LARGE SHRUBS / ACCENTS				
5	BRO	BRONELIAD ALCANTAREA IMPERIALIS	ALCANTAREA IMPERIALIS BROMELIAD	915, 2' x 2'	A.S.	TO BE SELECTED BY OWNER
40	CES*	CONOCARPUS ERECTUS VAR. SERICEUS	SILVER BUTTONWOOD	93, 1.5' x 1.5'	2' O.C.	FULL & THICK
678	CHI*	CHRYSOBALANUS ICACO	COCOPLUM	93, 1.5' x 1.5'	2' O.C.	FULL & THICK
11	CRA*	CRINUM ASIATICUM	CRINUM LILY	915, 36" x 36"	A.S.	FULL, SPECIMEN
22	CIP	CRINUM AUGUSTUM	QUEEN EMMA SUPREME	915, 36" x 36"	A.S.	FULL, SPECIMEN
6	COP	CORDYLINE TERMINALIS 'PURPLE PRINCE'	PURPLE PRINCE TI PLANT	97, 3.5' O.A.	A.S.	FULL, SPECIMEN
4	COT	CORDYLINE TERMINALIS 'HAWAIIAN'	HAWAIIAN TI PLANT	97, 3.5' O.A.	A.S.	FULL, SPECIMEN
17	CYR	CYCAS REVOLUTA	KING SAGO	915, 36" x 36"	A.S.	FULL, SPECIMEN
35	HAP*	HAMELIA PATENS	FIREBUSH	93, 1.5' x 1.5'	2' O.C.	FULL & THICK
232	MYR*	MYRICANTHES FRAGRANS	SIMPSON STOPPER	93, 1.5' x 1.5'	2' O.C.	FULL & THICK
115	PHX	PHILODENDRON 'XANADU'	PHILODENDRON 'XANADU'	93, 1.5' x 1.5'	2' O.C.	FULL & THICK
265	POM	PODOCARPUS MAKII	PODOCARPUS	4' OA x 2' SPRD.	2' O.C.	FULL & THICK
6	STN	STRELITZIA NICOLAI	WHITE BIRD OF PARADISE	6' O.A.	A.S.	FULL, SPECIMEN
17	STR	STRELITZIA REGINEA	ORANGE BIRD OF PARADISE	915, 3' x 3'	4' O.C.	FULL, SPECIMEN
		NED. SHRUBS / GROUNDCOVERS / VINES				
10	BOG	BOUGAINVILLEA 'BARBARA KARST'	BOUGAINVILLEA 'BARBARA KARST - RED'	5' O.A., SPEC.	A.S.	FULL, ATTACH TO WALL
164	DUR	DURANTA ERECTA	GOLD MOUND	93, 12" x 12"	24" O.C.	FULL & THICK
1,197	FGI	FICUS MICROCARPA 'GREEN ISLAND'	FICUS GREEN ISLAND	93, 1.5' x1.5'	24" O.C.	FULL & THICK
1,910	ILV*	ILEX VOMITORIA	DWARF YAUPON HOLLY	93, 12" x 12"	24" O.C.	FULL & THICK
1,155	LAM	LANTANA MONTEVIDENSIS	PURPLE LANTANA	91, 8" x 8"	24" O.C.	FULL & THICK
305	NEB*	NEPHROLEPIS EXALTATA	BOSTON FERN	91, 8" x 8"	36" O.C.	FULL & THICK
89	NEM*	NEPHROPHYLIS BISERRATA	MACHO FERN	91, 8" x 8"	48" O.C.	FULL & THICK
6,850	SPB*	SPARTINA BAKERI	SAND CORDGRASS	LINER	12" O.C.	FULL & THICK
500	TRJ	TRACHELOSPERMUM ASIATICUM	ASIAN JASMINE	91, 8" x 8"	18" O.C.	FULL & THICK
	SOD	STENOTAPHRUM SECUNDATUS	ST. AUGUSTINE SOD			SEE SPECS
		* = FLORIDA NATIVE				

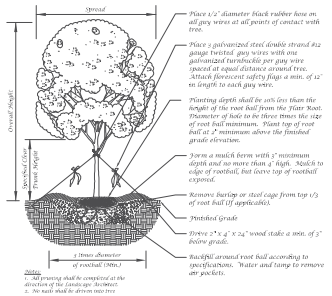
Dry Retention Areas

INSTALL PER MANUFACTURER'S SPECIFICATIONS "COIR MAT 900" COCONUT MAT ("OR EQUAL") TO STABILIZE THE SLOPES OF THE DRY RETENTION AREA TO PREVENT EROSION. BOTTOM OF DRY RETENTION AREA REQUIRES NO MAT. BOTTOM OF DRY RETENTION AREA SHALL BE PLANTED WITH BAHIA SOD. ALL SLOPES SHALL BE PLANTED WITH SPARTINA BAKERI 12" ON CENTER. MAT SHALL EXTEND 3' INTO THE BOTTOM AND 3' PAST THE TOP OF BANK ON THE SIDE SLOPES, (UNDER THE ADJACENT PLANTINGS).

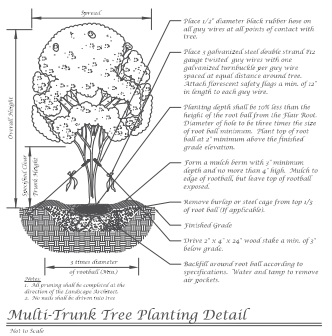
Landscape Details



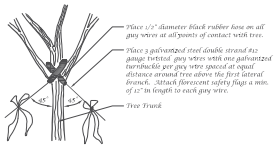
Large Tree Planting Detail (5" Caliper or Greater)
Not to Scale



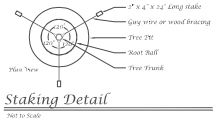
Tree Planting Detail
Not to Scale



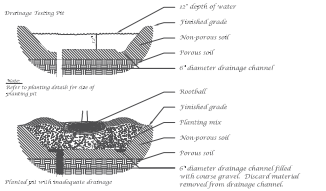
Multi-Trunk Tree Planting Detail
Not to Scale



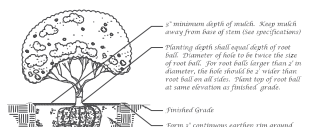
Guy Wire Attachment Detail
Not to Scale



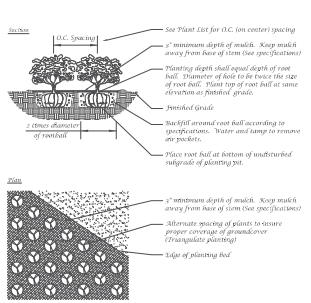
Staking Detail
Not to Scale



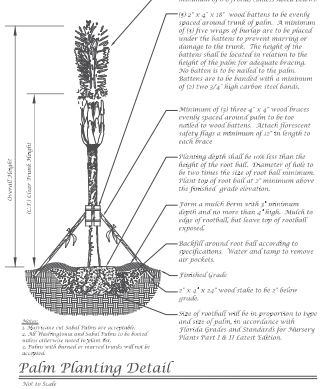
Drainage Testing Detail
Not to Scale



Shrub Detail
Not to Scale



Ground Cover Detail
Not to Scale



Palm Planting Detail
Not to Scale

Landscape Plan

Phase I

Conceptual Design Group, Inc.
Landscape Architecture - Site Planning
900 East Ocean Boulevard, Suite 130d
Stuart, Florida 34994
(772) 344-2340
LC: 26000198

King's Landing
Indian River Drive - Avenue B - 2nd Street
City of Fort Pierce, Florida

City Project Number:
21-0700006

Jeffrey W. Smith, RLA
Florida Registration Number:
LA 0001635

Job No.	21-0201
Drawn By	JWS
Submittal Dates	3-25-2021
8-26-2021	8-18-2022
2-21-2023	5-21-2025
	8-7-2025
Revision Dates	
City Comments #1	8-26-2021
Phase Lines	8-18-2022
City Comments #2	2-21-2023
New Base	5-21-2025
New Base	8-7-2025

These drawings are the property of the landscape architect and are not to be used for other projects except by written permission from the landscape architect. Report any discrepancies immediately to the landscape architect.

Sheet L-4 of 4

February 02, 2021

Dale Matteson
Audubon Development
184 Sunset Ave #38
Palm Beach, FL 33480

VIA Email: dale@audubondevelopment.com

Reference: **Environmental Assessment**
Kings Landing Redevelopment
Fort Pierce, St. Lucie County, FL

Dear Mr. Matteson,

EDC, Inc. (EDC) has completed this Environmental Assessment (EA) for the below referenced properties. The purpose of this evaluation was to conduct a review of the below listed parcels by means of site visit, review of available aerial photography, listed species review, review of soil resources, and review of environmental regulation pertaining to these parcels.

Parcel ID	Parcel Address	Acreage	Current FLU	Current Zoning
2410-503-0041-020-4	322 N. 2nd Street	5.27	I	LI
2410-503-0012-010-9	125 A E Backus Avenue	0.69	I	LI
2410-503-0020-000-5	N 2nd Street	0.41	I	LI
2410-503-0034-000-6	218 Avenue B	0.494	I	LI
2410-503-0019-000-5	N 2nd Street	0.1	I	LI
2410-503-0030-000-8	N. 2nd Street	0.169	I	LI
TOTAL ACRES:		**7.13**		

The following report details the findings of our on-site and desktop investigations of the properties as they pertain to City of Fort Pierce regulations.

Please contact the undersigned if you have any questions regarding this report.

Respectfully submitted,
EDC, Inc.



Anthony A. Adams, BS
Sr. Biologist | Certified Arborist

ENGINEERS ◆ SURVEYORS ◆ ENVIRONMENTAL

ENVIRONMENTAL ASSESSMENT

North 2nd Avenue and E Backus Street
Fort Pierce, St. Lucie County, FL

Date: February 01, 2021
Project # 19-361

Prepared For:
Dale Matteson
Audubon Development
184 Sunset Ave #38
Palm Beach, FL 33480
dale@audubondevelopment.com

Prepared By:
EDC, Inc.
10250 SW Village Parkway
Port St Lucie, Florida 34987
(772) 223-5200

The subject property evaluated as part of this Environmental Assessment consists of an approximately 7.13 acres, divided between six (6) parcels:

Parcel ID	Parcel Address	Acreage	Current FLU	Current Zoning
2410-503-0041-020-4	322 N. 2nd Street	5.27	I	LI
2410-503-0012-010-9	125 A E Backus Avenue	0.69	I	LI
2410-503-0020-000-5	N 2nd Street	0.41	I	LI
2410-503-0034-000-6	218 Avenue B	0.494	I	LI
2410-503-0019-000-5	N 2nd Street	0.1	I	LI
2410-503-0030-000-8	N. 2nd Street	0.169	I	LI
TOTAL ACRES:		**7.13**		

These properties are located at North 2nd Ave, East Backus Street, and 218 Avenue B in Fort Pierce, St Lucie County, Florida. According to the St Lucie County Property Appraiser, the subject property has a land use code of 8000 Light Industrial.

This environmental assessment was completed as a precursor to permitting and review by a governmental agency as an applicable document for the supporting information associated with a building permit or land development application. EDC, Inc. staff visited the property on January 29, 2021 in order to ascertain the status and composition of any critical habitats, such as wetlands and native uplands that may be onsite.

VEGETATION:

It is the opinion of EDC that there is no native upland habitat located on site. The habitat consisted of the following classification; 190 – Open Land with a regularly maintained groundcover.

The following native vegetation was found on site:

Common Name	Species Name
Cabbage Palm	*Sabal Palmetto*
Live Oak	*Quercus virginicus*

The following invasive vegetation was found on site:

Common Name	Species Name
Brazilian Pepper	*Schinus terebinthifolia*
Bahia Grass	*Paspalum notatum*

WETLAND DELINEATION:

According to aerial photographs and site visit, it appears that there are no wetlands on site. Based on the State definition, a wetland consists of three components: 1). Hydric soils. 2). Wetland plants. 3). Hydrologic patterns. These components were not found during the field reconnaissance on the property. At the time of the site reconnaissance, there were no wetland indicators.

A wetland delineation will not be needed.

WILDLIFE EVALUATION:
EDC, Inc. conducted a pedestrian survey throughout the property to investigate for the presence of any plant or animal listed species. No gopher tortoises or any other state or federally listed plant/animal species were found on site.

SOIL COMPOSITION:
Based on a review of the USDA Web Soil the site is composed of:

Urban land- This miscellaneous area is where the natural soil cannot be readily observed. The soils have been generally altered by grading and shaping, or have been covered with 5 to 12 inches of sandy fill material.

SITE HISTORY:
After reviewing aerial images provided by Google Earth and St Lucie County Property Appraiser, it is evident that approximately 3.75 acres, of the largest parcel was used for industrial purposes. Storage tanks, large building structures, and equipment can be seen. The site was demolished in 2008, according to aerials and permit history of the parcel. The parcel and surrounding parcels have remained vacant since the demolition occurred. According to the St Lucie County Property Appraiser, the current property owner is the Fort Pierce Redevelopment Agency.

CITY OF FORT PIERCE REGULATIONS:
The following City of Fort Pierce Land Development Regulations apply to the subject property:

Sec. 123-64. - Permit required.

(a) *Tree removal permit.* No person shall, directly or indirectly, cut down, substantially alter, destroy, remove, relocate, damage or authorize any such act involving a protected tree situated on land within the city, without first obtaining a tree removal permit. But the following activities may be done without applying for a permit:

There are native palms with a clear trunk of 10', based on site observations, as well as large oaks. To remove them, a mitigation plan will be needed as part of a Tree Removal Permit application.

SUMMARY:
It is the professional opinion of EDC that there is no native upland habitat on site. In addition, no wetlands were found on site. Lastly, no gopher tortoises or any other state or federally listed plant/animal species were found on site.

ENGINEERS ◆ SURVEYORS ◆ ENVIRONMENTAL

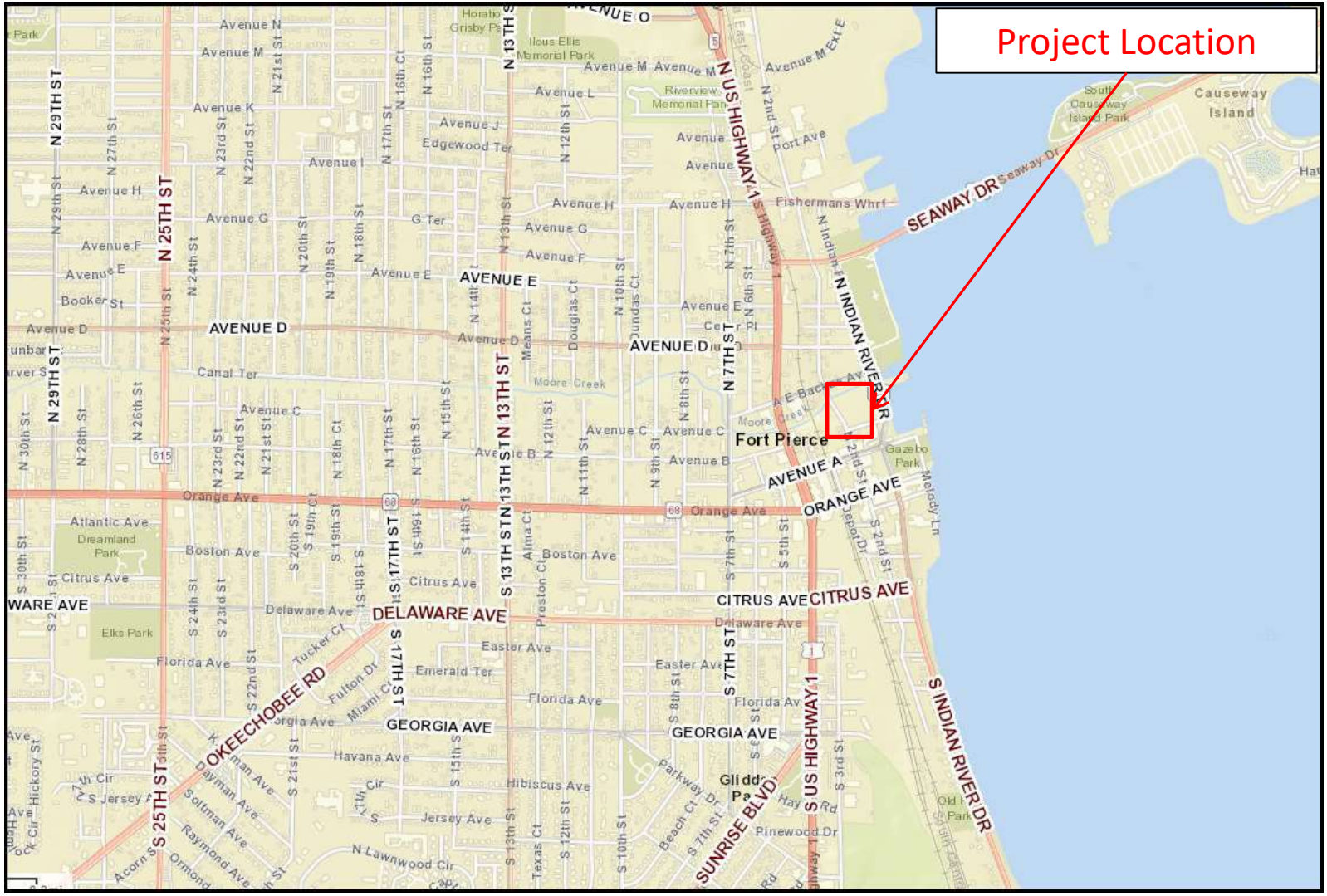
Environmental Site Assessment

North 2nd Street

City of Fort Pierce, FL

Location Map

Project: 19-361	Kings Landing	02/01/2021



ENGINEERS ◆ SURVEYORS ◆ ENVIRONMENTAL

Environmental Site Assessment

North 2nd Street

City of Fort Pierce, FL

Property Appraiser Map

Project: 19-361	Kings Landing	02/01/2021



ENGINEERS SURVEYORS ENVIRONMENTAL

Environmental Site Assessment

North 2nd Street

City of Fort Pierce, FL

Soil Map

Project: 19-361	Kings Landing	02/01/2021



St. Lucie County, Florida (FL111)

St. Lucie County, Florida (FL111)

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
47	Urban land, 0 to 2 percent slopes	7.4	100.0%
Totals for Area of Interest		**7.4**	**100.0%**

ENGINEERS ◆ SURVEYORS ◆ ENVIRONMENTAL

Environmental Site Assessment

North 2nd Street

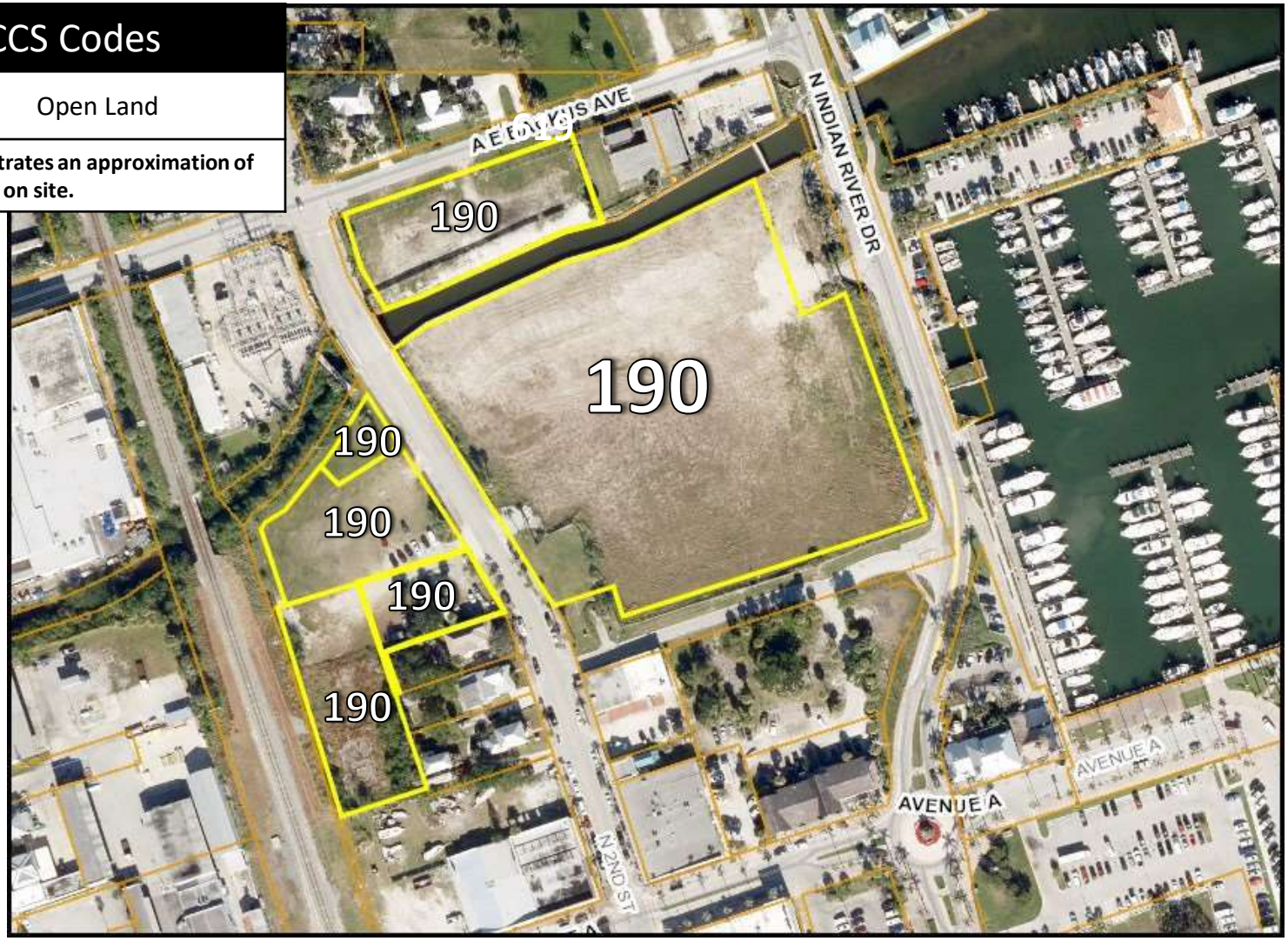
City of Fort Pierce, FL

Florida Land Use, Cover and Forms Classification System (FLUCCS) Map

Project: 19-361	Kings Landing	02/01/2021

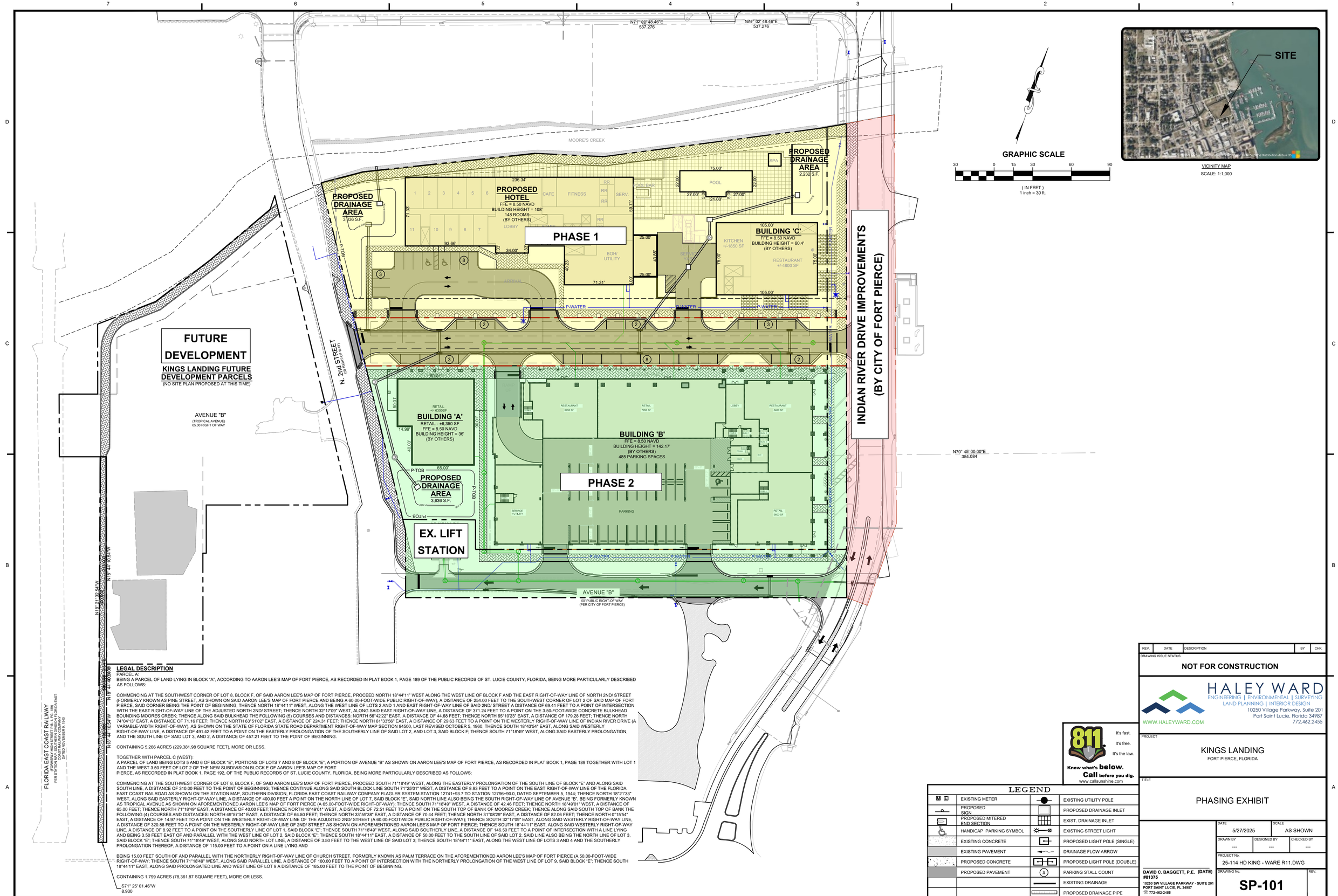
FLUCCS Codes	
190	Open Land

***This map demonstrates an approximation of habitat boundaries on site.**



Traffic Impact Report

The proposed amendment is in line with the initial site plan approval. An updated traffic impact report is N/A.



LEGAL DESCRIPTION

PARCEL A:
BEING A PARCEL OF LAND LYING IN BLOCK "A", ACCORDING TO AARON LEE'S MAP OF FORT PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 189 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 8, BLOCK F, OF SAID AARON LEE'S MAP OF FORT PIERCE, PROCEED NORTH 18°44'11" WEST ALONG THE WEST LINE OF BLOCK F AND THE EAST RIGHT-OF-WAY LINE OF NORTH 2ND/ STREET (FORMERLY KNOWN AS PINE STREET, AS SHOWN ON SAID AARON LEE'S MAP OF FORT PIERCE AND BEING A 60.00-FOOT-WIDE PUBLIC RIGHT-OF-WAY), A DISTANCE OF 254.00 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF SAID MAP OF FORT PIERCE, SAID CORNER BEING THE POINT OF BEGINNING; THENCE NORTH 18°44'11" WEST, ALONG THE WEST LINE OF LOTS 2 AND 1 AND EAST RIGHT-OF-WAY LINE OF SAID 2ND/ STREET A DISTANCE OF 69.41 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF THE ADJUSTED NORTH 2ND/ STREET; THENCE NORTH 32°17'09" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 371.24 FEET TO A POINT ON THE 3.50-FOOT-WIDE CONCRETE BULKHEAD BOUNDING MOORES CREEK; THENCE ALONG SAID BULKHEAD THE FOLLOWING (5) COURSES AND DISTANCES: NORTH 56°42'22" EAST, A DISTANCE OF 44.68 FEET; THENCE NORTH 65°10'23" EAST, A DISTANCE OF 179.28 FEET; THENCE NORTH 74°04'13" EAST, A DISTANCE OF 71.16 FEET; THENCE NORTH 63°51'02" EAST, A DISTANCE OF 224.31 FEET; THENCE NORTH 61°33'56" EAST, A DISTANCE OF 29.63 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF INDIAN RIVER DRIVE (A VARIABLE-WIDTH RIGHT-OF-WAY), AS SHOWN ON THE STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 94500, LAST REVISED OCTOBER 5, 1960; THENCE SOUTH 18°43'54" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 491.42 FEET TO A POINT ON THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT 2, AND LOT 3, SAID BLOCK F; THENCE SOUTH 71°18'49" WEST, ALONG SAID EASTERLY PROLONGATION, AND THE SOUTH LINE OF SAID LOT 3, AND 2, A DISTANCE OF 457.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.266 ACRES (229,381.98 SQUARE FEET), MORE OR LESS.

TOGETHER WITH PARCEL C (WEST):
A PARCEL OF LAND BEING LOTS 5 AND 6 OF BLOCK "E", PORTIONS OF LOTS 7 AND 8 OF BLOCK "E", A PORTION OF AVENUE "B" AS SHOWN ON AARON LEE'S MAP OF FORT PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 189 TOGETHER WITH LOT 1 AND THE WEST 3.50 FEET OF LOT 2 OF THE NEW SUBDIVISION BLOCK E OF AARON LEE'S MAP OF FORT
PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 192, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 8, BLOCK F, OF SAID AARON LEE'S MAP OF FORT PIERCE, PROCEED SOUTH 71°18'49" WEST, ALONG THE EASTERLY PROLONGATION OF THE SOUTH LINE OF BLOCK "E" AND ALONG SAID SOUTH LINE, A DISTANCE OF 310.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH BLOCK LINE SOUTH 71°25'01" WEST, A DISTANCE OF 8.93 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILROAD AS SHOWN ON THE STATION MAP, SOUTHERN DIVISION, FLORIDA EAST COAST RAILWAY COMPANY FLAGLER SYSTEM STATION 12741+93.7 TO STATION 12796+90.0, DATED SEPTEMBER 5, 1944; THENCE NORTH 18°21'33" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 400.00 FEET A POINT ON THE NORTH LINE OF LOT 7, SAID BLOCK "E", SAID NORTH LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF AVENUE "B", BEING FORMERLY KNOWN AS TROPICAL AVENUE AS SHOWN ON AFOREMENTIONED AARON LEE'S MAP OF FORT PIERCE (A 65.00-FOOT-WIDE RIGHT-OF-WAY); THENCE SOUTH 71°18'49" WEST, A DISTANCE OF 42.46 FEET; THENCE NORTH 18°49'01" WEST, A DISTANCE OF 65.00 FEET; THENCE NORTH 71°18'49" EAST, A DISTANCE OF 40.00 FEET,THENCE NORTH 18°49'01" WEST, A DISTANCE OF 72.51 FEET TO A POINT ON THE SOUTH TOP OF BANK OF MOORES CREEK; THENCE ALONG SAID SOUTH TOP OF BANK THE FOLLOWING (4) COURSES AND DISTANCES: NORTH 49°57'34" EAST, A DISTANCE OF 64.50 FEET; THENCE NORTH 33°59'38" EAST, A DISTANCE OF 70.44 FEET; THENCE NORTH 31°08'29" EAST, A DISTANCE OF 82.06 FEET; THENCE NORTH 0°15'54" EAST, A DISTANCE OF 14.97 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE ADJUSTED 2ND/ STREET (A 60.00-FOOT-WIDE PUBLIC RIGHT-OF-WAY); THENCE SOUTH 32°17'09" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 320.88 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 2ND/ STREET AS SHOWN ON AFOREMENTIONED AARON LEE'S MAP OF FORT PIERCE; THENCE SOUTH 18°44'11" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 8.92 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 1, SAID BLOCK "E"; THENCE SOUTH 71°18'49" WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 146.50 FEET TO A POINT OF INTERSECTION WITH A LINE LYING AND BEING 3.50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF LOT 2, SAID BLOCK "E"; THENCE SOUTH 18°44'11" EAST, A DISTANCE OF 50.00 FEET TO THE SOUTH LINE OF SAID LOT 2, SAID LINE ALSO BEING THE NORTH LINE OF LOT 3, SAID BLOCK "E"; THENCE SOUTH 71°18'49" WEST, ALONG SAID NORTH LOT LINE, A DISTANCE OF 3.50 FEET TO THE WEST LINE OF SAID LOT 3; THENCE SOUTH 18°44'11" EAST, ALONG THE WEST LINE OF LOTS 3 AND 4 AND THE SOUTHERLY PROLONGATION THEREOF, A DISTANCE OF 115.00 FEET TO A POINT ON A LINE LYING AND

BEING 15.00 FEET SOUTH OF AND PARALLEL WITH THE NORTHERLY RIGHT-OF-WAY LINE OF CHURCH STREET, FORMERLY KNOWN AS PALM TERRACE ON THE AFOREMENTIONED AARON LEE'S MAP OF FORT PIERCE (A 50.00-FOOT-WIDE RIGHT-OF-WAY; THENCE SOUTH 71°18'49" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 100.00 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE WEST LINE OF LOT 9, SAID BLOCK "E"; THENCE SOUTH 18°44'11" EAST, ALONG SAID PROLONGATED LINE AND WEST LINE OF LOT 9 A DISTANCE OF 185.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.799 ACRES (78,361.87 SQUARE FEET), MORE OR LESS.

LEGEND

M E	EXISTING METER		EXISTING UTILITY POLE
	PROPOSED SIGN		PROPOSED DRAINAGE INLET
	PROPOSED MITERED END SECTION		EXIST. DRAINAGE INLET
	HANDICAP PARKING SYMBOL		EXISTING STREET LIGHT
	EXISTING CONCRETE		PROPOSED LIGHT POLE (SINGLE)
	EXISTING PAVEMENT		DRAINAGE FLOW ARROW
	PROPOSED CONCRETE		PROPOSED LIGHT POLE (DOUBLE)
	PROPOSED PAVEMENT	(#)	PARKING STALL COUNT
			EXISTING DRAINAGE
			PROPOSED DRAINAGE PIPE

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REV.	DATE	DESCRIPTION	BY	CHK.

DRAWING ISSUE STATUS
NOT FOR CONSTRUCTION

HALEY WARD
ENGINEERING | ENVIRONMENTAL | SURVEYING
LAND PLANNING | INTERIOR DESIGN
WWW.HALEYWARD.COM
10250 Village Parkway, Suite 201
Port Saint Lucie, Florida 34987
772.462.2455

PROJECT
KINGS LANDING
FORT PIERCE, FLORIDA

TITLE
PHASING EXHIBIT

DATE 5/27/2025 | SCALE AS SHOWN
DRAWN BY --- | DESIGNED BY --- | CHECKED BY ---
PROJECT No. 25-114 HD KING - WARE R11.DWG
DRAWING No. SP-101 | REV.

DAVID C. BAGGETT, P.E. (DATE)
#81375
10250 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
772-462-2455

FILE LOCATION: Z:\EDC-2025\25-114 - KINGS LANDING MAIN SITE - BILL WARE\ENGINEERING\CAD\TOCAD\DWG\25-114 HD KING - WARE R11.DWG, 2025.05.27, 4:05 PM

HALEY WARD

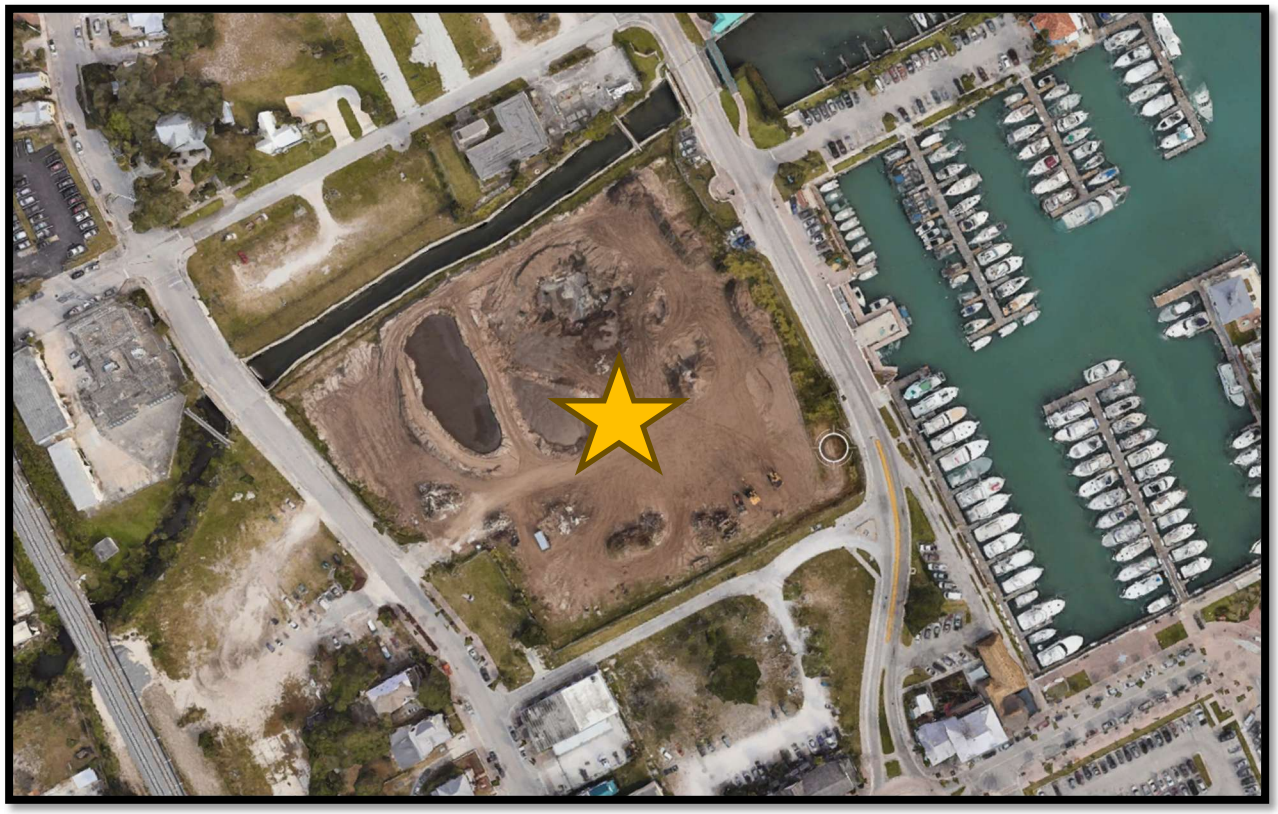
SITE PHOTOS

Kings Landing

Site Plan Amendment

May 27, 2025

Aerial Photo



(Continue to next page)

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Looking west



Looking east



Looking north



Looking southeast



Kings Landing
Site Plan Amendment
May 15, 2025

Neighborhood – Northwest of Subject Parcels



Neighborhood – Northeast of Subject Parcels



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Neighborhood – South of Subject Parcels

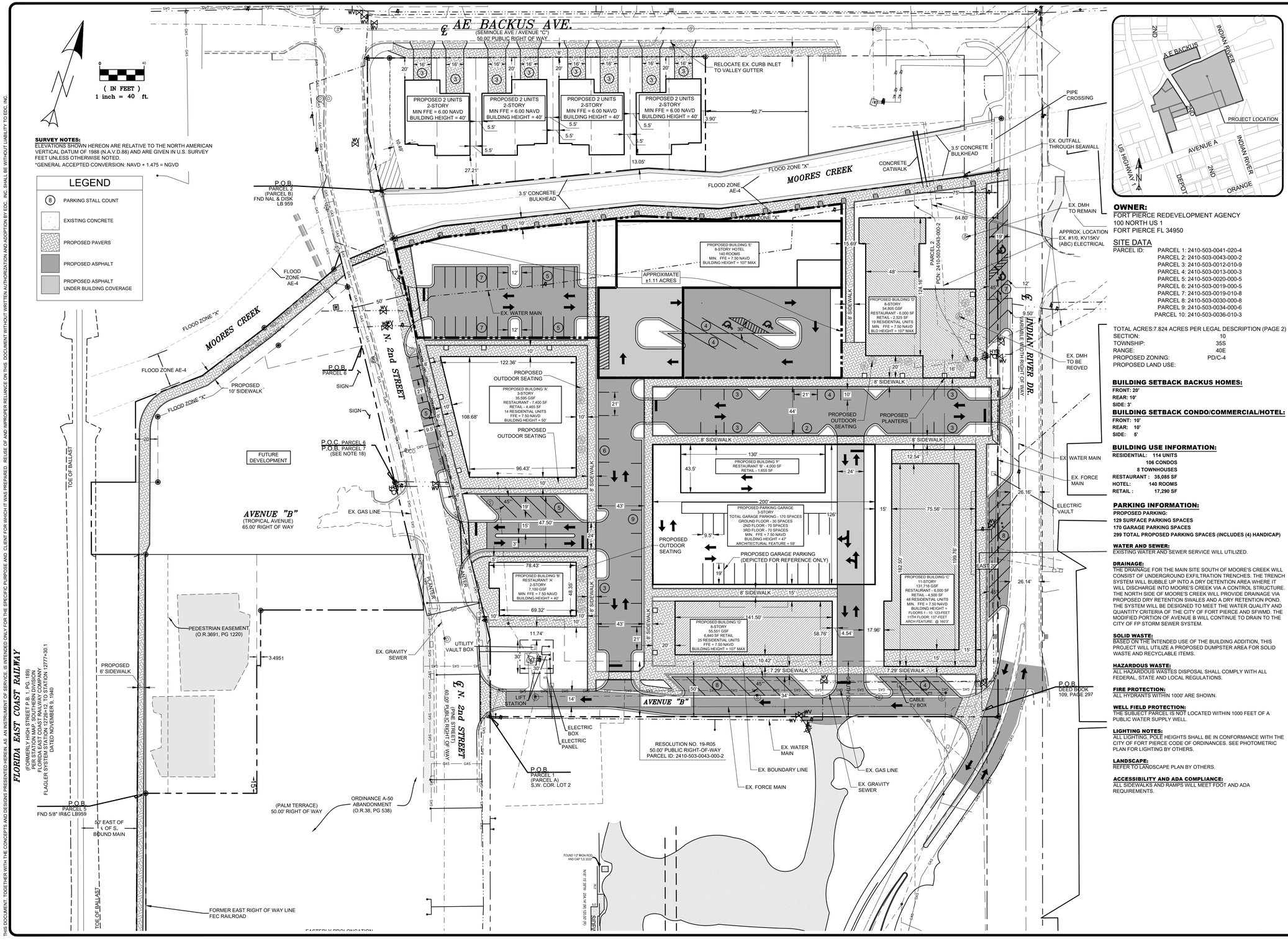


Neighborhood – East of Subject Parcels



Neighborhood –West of Subject Parcel (Main Site)





OWNER:
FORT PIERCE REDEVELOPMENT AGENCY
100 NORTH US 1
FORT PIERCE FL 34950

SITE DATA

PARCEL ID:
PARCEL 1: 2410-503-0041-020-4
PARCEL 2: 2410-503-0043-000-2
PARCEL 3: 2410-503-0012-010-9
PARCEL 4: 2410-503-0013-000-3
PARCEL 5: 2410-503-0020-000-5
PARCEL 6: 2410-503-0019-000-5
PARCEL 7: 2410-503-0019-010-8
PARCEL 8: 2410-503-0030-000-8
PARCEL 9: 2410-503-0034-000-6
PARCEL 10: 2410-503-0036-010-3

TOTAL ACRES:7.824 ACRES PER LEGAL DESCRIPTION (PAGE 2)
SECTION: 10
TOWNSHIP: 35S
RANGE: 40E
PROPOSED ZONING: PD/C-4
PROPOSED LAND USE:

BUILDING SETBACK BACKUS HOMES:
FRONT: 20'
REAR: 10'
SIDE: 3'

BUILDING SETBACK CONDO/COMMERCIAL/HOTEL:
FRONT: 10'
REAR: 10'
SIDE: 5'

BUILDING USE INFORMATION:
RESIDENTIAL: 114 UNITS
106 CONDOS
8 TOWNHOUSES
RESTAURANT : 35,085 SF
HOTEL: 140 ROOMS
RETAIL : 17,290 SF

PARKING INFORMATION:
PROPOSED PARKING:
129 SURFACE PARKING SPACES
170 GARAGE PARKING SPACES
299 TOTAL PROPOSED PARKING SPACES (INCLUDES (4) HANDICAP)

WATER AND SEWER:
EXISTING WATER AND SEWER SERVICE WILL UTILIZED.

DRAINAGE:
THE DRAINAGE FOR THE MAIN SITE SOUTH OF MOORE'S CREEK WILL CONSIST OF UNDERGROUND EXFILTRATION TRENCHES. THE TRENCH SYSTEM WILL BUBBLE UP INTO A DRY DETENTION AREA WHERE IT WILL DISCHARGE INTO MOORE'S CREEK VIA A CONTROL STRUCTURE. THE NORTH SIDE OF MOORE'S CREEK WILL PROVIDE DRAINAGE VIA PROPOSED DRY RETENTION SWALES AND A DRY RETENTION POND. THE SYSTEM WILL BE DESIGNED TO MEET THE WATER QUALITY AND QUANTITY CRITERIA OF THE CITY OF FORT PIERCE AND SFWMD. THE MODIFIED PORTION OF AVENUE B WILL CONTINUE TO DRAIN TO THE CITY OF FP STORM SEWER SYSTEM.

SOLID WASTE:
BASED ON THE INTENDED USE OF THE BUILDING ADDITION, THIS PROJECT WILL UTILIZE A PROPOSED DUMPSTER AREA FOR SOLID WASTE AND RECYCLABLE ITEMS.

HAZARDOUS WASTE:
ALL HAZARDOUS WASTES DISPOSAL SHALL COMPLY WITH ALL FEDERAL, STATE AND LOCAL REGULATIONS.

FIRE PROTECTION:
ALL HYDRANTS WITHIN 1000' ARE SHOWN.

WELL FIELD PROTECTION:
THE SUBJECT PARCEL IS NOT LOCATED WITHIN 1000 FEET OF A PUBLIC WATER SUPPLY WELL.

LIGHTING NOTES:
ALL LIGHTING, POLE HEIGHTS SHALL BE IN CONFORMANCE WITH THE CITY OF FORT PIERCE CODE OF ORDINANCES. SEE PHOTOMETRIC PLAN FOR LIGHTING BY OTHERS.

LANDSCAPE:
REFER TO LANDSCAPE PLAN BY OTHERS.

ACCESSIBILITY AND ADA COMPLIANCE:
ALL SIDEWALKS AND RAMPS WILL MEET FDOT AND ADA REQUIREMENTS.

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SUITE 201
PORT ST. LUCIE, FL 34987
772-462-2455
www.edc-inc.com
F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8098

DESIGNED BY: DCB
DRAWN BY: JLW
FILENAME: 19-361 site plan r21.dwg
LAYOUT: Site Plan (with hotel)
SCALE: AS SHOWN
DATE: 05FEB21

DATE	REVISION COMMENTS
04-07-21	REVISIONS PER CITY EMAIL DATED 02/11/2021

HD KING
KINGS LANDING
SITE PLAN
FORT PIERCE FLORIDA

(DATE)

10250 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
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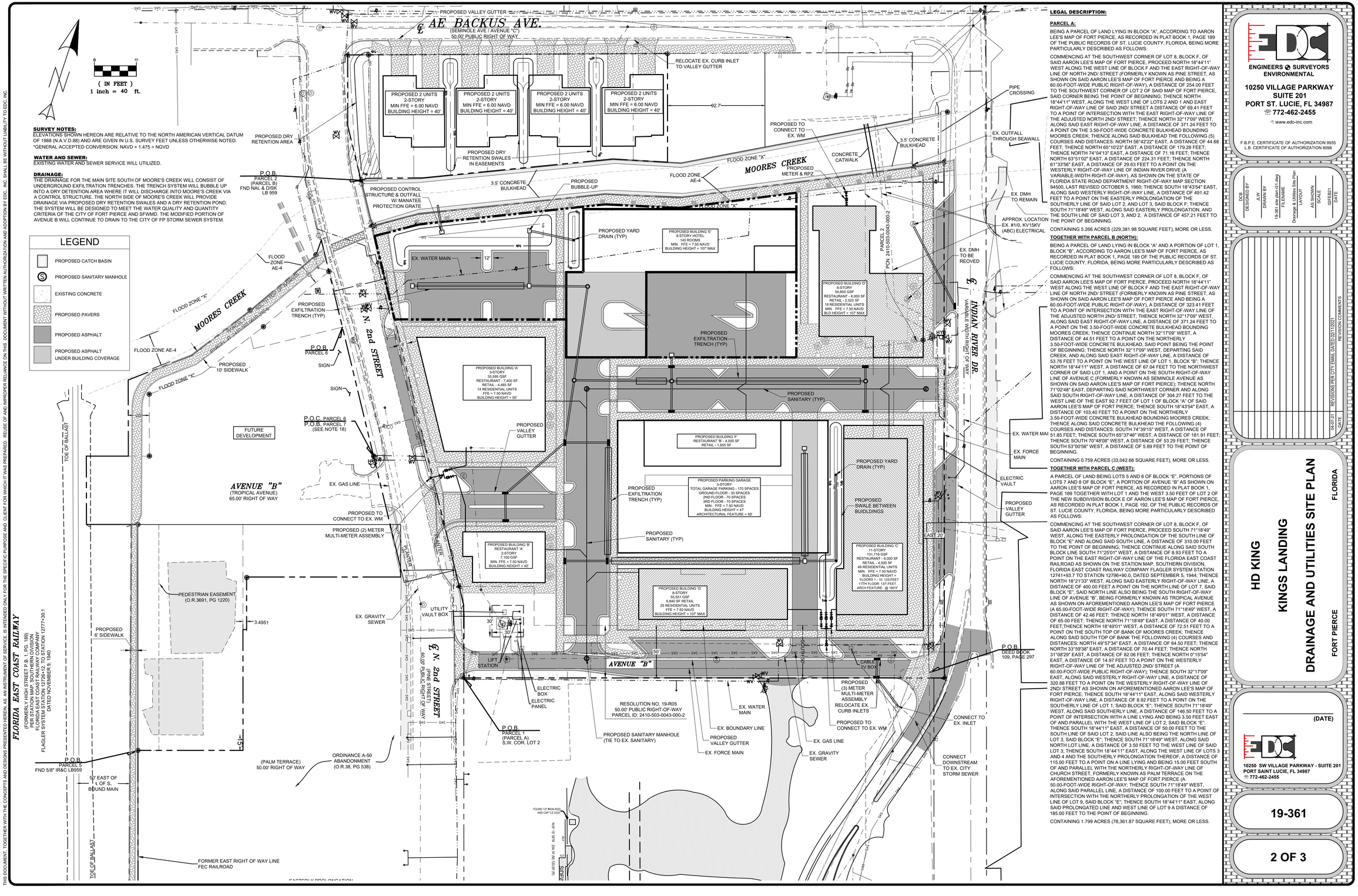
19-361

1 OF 3

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADOPTION BY EDC, INC. SHALL BE WITHOUT LIABILITY TO EDC, INC.

Z:\EDC-2019\19-361 - Kings Landing - HD King\ENGINEERING\AutoCAD\DWGs\19-361 Site Plan R21.dwg, Site Plan (with hotel), 12/9/2021 4:02:21 PM, Jessica, EDC, Inc.



SURVEY NOTES:
ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D.88) AND ARE GIVEN IN U.S. SURVEY FEET UNLESS OTHERWISE NOTED.
*GENERAL ACCEPTED CONVERSION: NAVD + 1.475 = NGVD

WATER AND SEWER:
EXISTING WATER AND SEWER SERVICE WILL UTILIZED.

DRAINAGE:
THE DRAINAGE FOR THE MAIN SITE SOUTH OF MOORE'S CREEK WILL CONSIST OF UNDERGROUND EXFILTRATION TRENCHES. THE TRENCH SYSTEM WILL BUBBLE UP INTO A DRY DETENTION AREA WHERE IT WILL DISCHARGE INTO MOORE'S CREEK VIA A CONTROL STRUCTURE. THE NORTH SIDE OF MOORE'S CREEK WILL PROVIDE DRAINAGE VIA PROPOSED DRY RETENTION SWALES AND A DRY RETENTION POND. THE SYSTEM WILL BE DESIGNED TO MEET THE WATER QUALITY AND QUANTITY CRITERIA OF THE CITY OF FORT PIERCE AND SFWMD. THE MODIFIED PORTION OF AVENUE B WILL CONTINUE TO DRAIN TO THE CITY OF FP STORM SEWER SYSTEM.

LEGEND

- PROPOSED CATCH BASIN
- PROPOSED SANITARY MANHOLE
- EXISTING CONCRETE
- PROPOSED PAVERS
- PROPOSED ASPHALT
- PROPOSED ASPHALT UNDER BUILDING COVERAGE

LEGAL DESCRIPTION:

PARCEL A:

BEING A PARCEL OF LAND LYING IN BLOCK "A", ACCORDING TO AARON LEE'S MAP OF FORT PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 189 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 8, BLOCK F, OF SAID AARON LEE'S MAP OF FORT PIERCE, PROCEED NORTH 18°44'11" WEST ALONG THE WEST LINE OF BLOCK F AND THE EAST RIGHT-OF-WAY LINE OF NORTH 2ND/ STREET (FORMERLY KNOWN AS PINE STREET, AS SHOWN ON SAID AARON LEE'S MAP OF FORT PIERCE AND BEING A 60.00-FOOT-WIDE PUBLIC RIGHT-OF-WAY), A DISTANCE OF 254.00 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF SAID MAP OF FORT PIERCE, SAID CORNER BEING THE POINT OF BEGINNING; THENCE NORTH 18°44'11" WEST ALONG THE WEST LINE OF LOTS 2 AND 1 AND EAST RIGHT-OF-WAY LINE OF SAID 2ND/ STREET A DISTANCE OF 69.41 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF THE ADJUSTED NORTH 2ND/ STREET; THENCE NORTH 32°17'09" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 371.24 FEET TO A POINT ON THE 3.50-FOOT-WIDE CONCRETE BULKHEAD BOUNDING MOORES CREEK; THENCE ALONG SAID BULKHEAD THE FOLLOWING (5) COURSES AND DISTANCES: NORTH 56°42'22" EAST, A DISTANCE OF 44.68 FEET; THENCE NORTH 65°10'23" EAST, A DISTANCE OF 179.28 FEET; THENCE NORTH 74°04'13" EAST, A DISTANCE OF 71.16 FEET; THENCE NORTH 63°51'02" EAST, A DISTANCE OF 224.31 FEET; THENCE NORTH 61°33'56" EAST, A DISTANCE OF 29.63 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF INDIAN RIVER DRIVE (A VARIABLE-WIDTH RIGHT-OF-WAY), AS SHOWN ON THE STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 94500, LAST REVISED OCTOBER 5, 1960; THENCE SOUTH 18°43'54" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 491.42 FEET TO A POINT ON THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT 2, AND LOT 3, SAID BLOCK F; THENCE SOUTH 71°18'49" WEST, ALONG SAID EASTERLY PROLONGATION, AND THE SOUTH LINE OF SAID LOT 3, AND 2, A DISTANCE OF 457.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.266 ACRES (229,381.98 SQUARE FEET), MORE OR LESS.

TOGETHER WITH PARCEL B (NORTH):

BEING A PARCEL OF LAND LYING IN BLOCK "A" AND A PORTION OF LOT 1, BLOCK "B", ACCORDING TO AARON LEE'S MAP OF FORT PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 189 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 8, BLOCK F, OF SAID AARON LEE'S MAP OF FORT PIERCE, PROCEED NORTH 18°44'11" WEST ALONG THE WEST LINE OF BLOCK F AND THE EAST RIGHT-OF-WAY LINE OF NORTH 2ND/ STREET (FORMERLY KNOWN AS PINE STREET, AS SHOWN ON SAID AARON LEE'S MAP OF FORT PIERCE AND BEING A 60.00-FOOT-WIDE PUBLIC RIGHT-OF-WAY), A DISTANCE OF 323.41 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF THE ADJUSTED NORTH 2ND/ STREET; THENCE NORTH 32°17'09" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 371.24 FEET TO A POINT ON THE 3.50-FOOT-WIDE CONCRETE BULKHEAD BOUNDING MOORES CREEK; THENCE CONTINUE NORTH 32°17'09" WEST, A DISTANCE OF 44.51 FEET TO A POINT ON THE NORTHERLY 3.50-FOOT-WIDE CONCRETE BULKHEAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 32°17'09" WEST, DEPARTING SAID CREEK, AND ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 53.76 FEET TO A POINT ON THE WEST LINE OF LOT 1, BLOCK "B"; THENCE NORTH 18°44'11" WEST, A DISTANCE OF 67.04 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, AND A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF AVENUE C (FORMERLY KNOWN AS SEMINOLE AVENUE AS SHOWN ON SAID AARON LEE'S MAP OF FORT PIERCE); THENCE NORTH 71°02'48" EAST, DEPARTING SAID NORTHWEST CORNER AND ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 304.27 FEET TO THE WEST LINE OF THE EAST 92.7 FEET OF LOT 1 OF BLOCK "A" OF SAID AARON LEE'S MAP OF FORT PIERCE; THENCE SOUTH 18°43'54" EAST, A DISTANCE OF 103.40 FEET TO A POINT ON THE NORTHERLY 3.50-FOOT-WIDE CONCRETE BULKHEAD BOUNDING MOORES CREEK; THENCE ALONG SAID CONCRETE BULKHEAD THE FOLLOWING (4) COURSES AND DISTANCES: SOUTH 74°39'15" WEST, A DISTANCE OF 51.85 FEET; THENCE SOUTH 65°37'46" WEST, A DISTANCE OF 181.91 FEET; THENCE SOUTH 79°48'08" WEST, A DISTANCE OF 53.29 FEET; THENCE SOUTH 53°00'56" WEST, A DISTANCE OF 5.89 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.759 ACRES (33,042.66 SQUARE FEET), MORE OR LESS.

TOGETHER WITH PARCEL C (WEST):

A PARCEL OF LAND BEING LOTS 5 AND 6 OF BLOCK "E", PORTIONS OF LOTS 7 AND 8 OF BLOCK "E", A PORTION OF AVENUE "B" AS SHOWN ON AARON LEE'S MAP OF FORT PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 189 TOGETHER WITH LOT 1 AND THE WEST 3.50 FEET OF LOT 2 OF THE NEW SUBDIVISION BLOCK E OF AARON LEE'S MAP OF FORT PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 192, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 8, BLOCK F, OF SAID AARON LEE'S MAP OF FORT PIERCE, PROCEED SOUTH 71°18'49" WEST, ALONG THE EASTERLY PROLONGATION OF THE SOUTH LINE OF BLOCK "E" AND ALONG SAID SOUTH LINE, A DISTANCE OF 310.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH BLOCK LINE SOUTH 71°25'01" WEST, A DISTANCE OF 8.93 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILROAD AS SHOWN ON THE STATION MAP, SOUTHERN DIVISION, FLORIDA EAST COAST RAILWAY COMPANY FLAGLER SYSTEM STATION 12741+93.7 TO STATION 12796+90.0, DATED SEPTEMBER 5, 1944; THENCE NORTH 18°21'33" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 400.00 FEET A POINT ON THE NORTH LINE OF LOT 7, SAID BLOCK "E", SAID NORTH LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF AVENUE "B", BEING FORMERLY KNOWN AS TROPICAL AVENUE AS SHOWN ON AFOREMENTIONED AARON LEE'S MAP OF FORT PIERCE (A 65.00-FOOT-WIDE RIGHT-OF-WAY); THENCE SOUTH 71°18'49" WEST, A DISTANCE OF 42.46 FEET; THENCE NORTH 18°49'01" WEST, A DISTANCE OF 65.00 FEET, THENCE NORTH 71°18'49" EAST, A DISTANCE OF 40.00 FEET;THENCE NORTH 18°49'01" WEST, A DISTANCE OF 72.51 FEET TO A POINT ON THE SOUTH TOP OF BANK OF MOORES CREEK; THENCE ALONG SAID SOUTH TOP OF BANK THE FOLLOWING (4) COURSES AND DISTANCES: NORTH 49°57'34" EAST, A DISTANCE OF 64.50 FEET; THENCE NORTH 33°59'38" EAST, A DISTANCE OF 70.44 FEET; THENCE NORTH 31°08'29" EAST, A DISTANCE OF 82.06 FEET; THENCE NORTH 0°15'54" EAST, A DISTANCE OF 14.97 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE ADJUSTED 2ND/ STREET (A 60.00-FOOT-WIDE PUBLIC RIGHT-OF-WAY); THENCE SOUTH 32°17'09" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 320.88 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 2ND/ STREET AS SHOWN ON AFOREMENTIONED AARON LEE'S MAP OF FORT PIERCE; THENCE SOUTH 18°44'11" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 8.92 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 1, SAID BLOCK "E"; THENCE SOUTH 71°18'49" WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 146.50 FEET TO A POINT OF INTERSECTION WITH A LINE LYING AND BEING 3.50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF LOT 2, SAID BLOCK "E"; THENCE SOUTH 18°44'11" EAST, A DISTANCE OF 50.00 FEET TO THE SOUTH LINE OF SAID LOT 2, SAID LINE ALSO BEING THE NORTH LINE OF LOT 3, SAID BLOCK "E"; THENCE SOUTH 71°18'49" WEST, ALONG SAID NORTH LOT LINE, A DISTANCE OF 3.50 FEET TO THE WEST LINE OF SAID LOT 3; THENCE SOUTH 18°44'11" EAST, ALONG THE WEST LINE OF LOTS 3 AND 4 AND THE SOUTHERLY PROLONGATION THEREOF, A DISTANCE OF 115.00 FEET TO A POINT ON A LINE LYING AND BEING 15.00 FEET SOUTH OF AND PARALLEL WITH THE NORTHERLY RIGHT-OF-WAY LINE OF CHURCH STREET, FORMERLY KNOWN AS PALM TERRACE ON THE AFOREMENTIONED AARON LEE'S MAP OF FORT PIERCE (A 50.00-FOOT-WIDE RIGHT-OF-WAY; THENCE SOUTH 71°18'49" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 100.00 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE WEST LINE OF LOT 9, SAID BLOCK "E"; THENCE SOUTH 71°18'49" EAST, ALONG SAID PROLONGATED LINE AND WEST LINE OF LOT 9 A DISTANCE OF 185.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.799 ACRES (78,361.87 SQUARE FEET), MORE OR LESS.

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DESIGNED BY: DCB
DRAWN BY: JLW
FILENAME: 19-361 site plan r21.dwg
LAYOUT: Drainage & Utilities Site Plan
SCALE: AS SHOWN
DATE: 02/FEB/21

DATE	REVISION COMMENTS
04-07-21	REVISIONS PER CITY EMAIL DATED 02/11/2021

HD KING
KINGS LANDING
DRAINAGE AND UTILITIES SITE PLAN
FORT PIERCE FLORIDA

(DATE)

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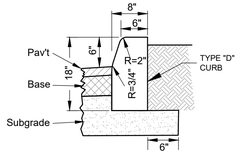
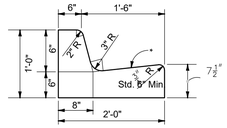
Z:\EDC-2019\19-361 - Kings Landing - HD King\ENGINEERING\AutoCAD\DWG\19-361 Site Plan R21.dwg, Drainage & Utilities Site Plan, 12/9/2021 4:02:23 PM, Jessica, EDC, Inc.



NOTES:

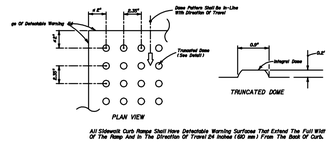
1. Use 3,000 P.S.I. concrete at 28 days for construction.
2. Subgrade to extend an additional 6" beyond Type "D" Curb.
3. Type "D" Curb to be constructed in accordance with FDOT Index #522-001.

TYPE "D" CURB



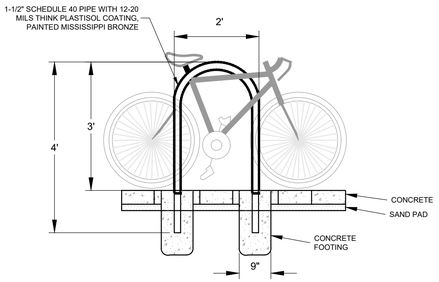
*NOTE: WHEN USED ON HIGH SIDE OF ROADWAYS, THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT THE THICKNESS OF THE LIP SHALL BE 6", UNLESS OTHERWISE SHOWN ON PLANS.

TYPE F

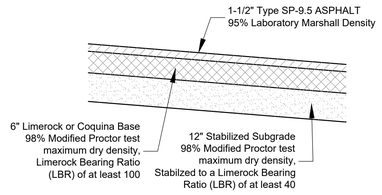


NOTES:
REFER TO FDOT INDEX 522-002 FOR FURTHER DETAILS

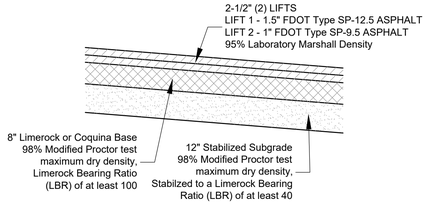
CURB RAMP DETECTABLE WARNING



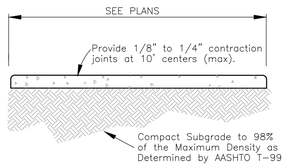
BIKE RACK DETAIL



TYPICAL LIGHT DUTY FLEXIBLE PAVEMENT SECTION



TYPICAL HEAVY DUTY FLEXIBLE PAVEMENT SECTION



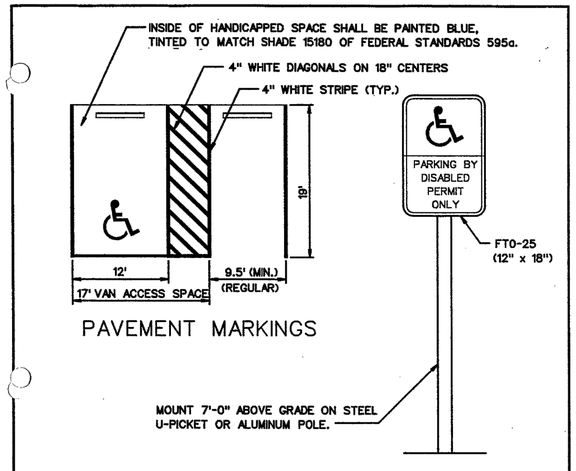
NOTES:
1. Use 3,000 P.S.I. Concrete At 28 Days for sidewalk construction.
2. Sidewalk thickness to be increased to 6" thick at driveway locations.
3. All repairs required during construction shall be removed and replaced 10' minimum to next full joint.

4" THICK SIDEWALK DETAIL

SPACING OR REQUIRED ROADWAY / PARKING AREA TESTS

ITEMS TO BE TESTED	DENSITY		L.B.R.		THICKNESS	
	MAX. SPACING		MAX. SPACING		MAX. SPACING	
	LIN.FT.	SQ.FT.	LIN.FT.	SQ.FT.	LIN.FT.	SQ.FT.
COMPACTED OR STABILIZED SUBGRADE	300	10,000	300	10,000	300	
LIMEROCK BASE	300	10,000	300	10,000	300	10,000
SHELLROCK BASE	300	10,000	300	10,000	300	10,000
ASPHALT	—	—	—	—	PER INSP.	10,000

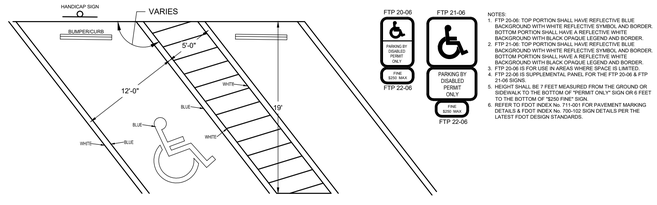
NOTE: ALL TESTING SHALL BE TAKEN IN A STAGGERED SAMPLING PATTERN FROM A POINT 12" INSIDE THE LEFT EDGE OF THE ITEM TESTED, TO THE CENTER, TO A POINT 12" INSIDE



PAVEMENT MARKINGS

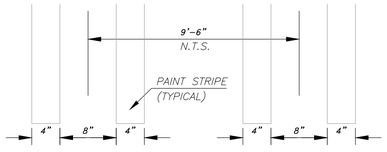
HANDICAPPED PARKING SIGN

NOTE:
FOR PARKING REQUIREMENTS SEE FORT PIERCE CODE.

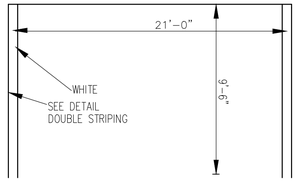


ANGLED HANDICAP SPACE DETAIL N.T.S.

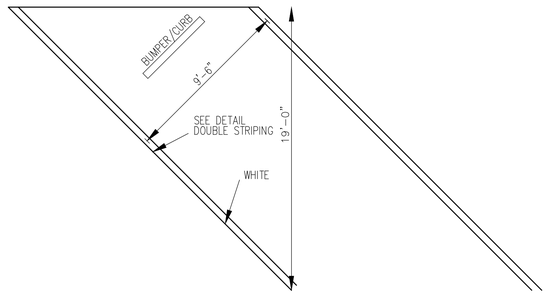
NOTES:
1. FTP 20-06: TOP PORTION SHALL HAVE REFLECTIVE BLUE BACKGROUND WITH WHITE REFLECTIVE SYMBOL AND BORDER. BOTTOM PORTION SHALL HAVE A REFLECTIVE WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.
2. FTP 21-06: TOP PORTION SHALL HAVE REFLECTIVE BLUE BACKGROUND WITH WHITE REFLECTIVE SYMBOL AND BORDER. BOTTOM PORTION SHALL HAVE A REFLECTIVE WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.
3. FTP 20-06 IS FOR USE IN AREAS WHERE SPACE IS LIMITED.
4. FTP 22-06 IS SUPPLEMENTAL PANEL FOR THE FTP 20-06 & FTP 21-06 SIGNS.
5. SIGN SHALL BE 7 FEET MEASURED FROM THE GROUND OR SIDEWALK TO THE BOTTOM OF "PERMIT ONLY" SIGN OR 6 FEET TO THE BOTTOM OF "$250 FINE" SIGN.
6. REFER TO FDOT INDEX No. 711-001 FOR PAVEMENT MARKING DETAILS & FDOT INDEX No. 700-102 SIGN DETAILS PER THE LATEST FDOT DESIGN STANDARDS.



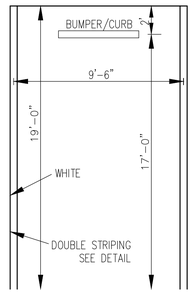
DOUBLE STRIPING DETAIL



PARALLEL PARKING STALL DETAIL



ANGLED PARKING STALL DETAIL



19' PARKING STALL DETAIL

CITY OF FORT PIERCE ● DEPARTMENT OF ENGINEERING
TECHNICAL SPECIFICATIONS AND DETAILS

HANDICAPPED AND REGULAR PARKING DETAIL

SCALE: N.T.S. | ISSUED AUGUST 1998

REVISIONS

SHEET No. PL2

ENGINEERS ◆ SURVEYORS
ENVIRONMENTAL
10250 VILLAGE PARKWAY
SUITE 201
PORT ST. LUCIE, FL 34987
772-462-2455
www.edc-inc.com
F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8098

DCB — DESIGNED BY
JLW — DRAWN BY
19-361 site plan r21.dwg — FILENAME
Site Plan (2) — LAYOUT
AS SHOWN — SCALE
0[illegible] — DATE

REVISION COMMENTS

DATE

HD KING
KINGS LANDING
SITE PLAN DETAILS
FORT PIERCE FLORIDA

(DATE)

10250 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
772-462-2455

19-361

3 OF 3

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADOPTION BY EDC, INC. SHALL BE WITHOUT LIABILITY TO EDC, INC.

Z:\EDC-2019\19-361 - Kings Landing - HD King\ENGINEERING\AutoCAD\DWG\19-361 Site Plan R21.dwg, Site Plan (2), 12/9/2021 4:02:26 PM, Jessica, EDC, Inc.

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5466588 OR BOOK 5296 PAGE 2970, Recorded 04/10/2025 11:43:11 AM

THIRD AMENDMENT TO AMENDED AND RESTATED AGREEMENT FOR DEVELOPMENT OF KING'S LANDING

THIS THIRD AMENDMENT TO THE AMENDED AND RESTATED AGREEMENT FOR DEVELOPMENT OF KING'S LANDING (the "Agreement") is made and entered into as of this 8 day of April 2025, by and between AUDUBON DEVELOPMENT, INC., a Florida corporation (hereafter referred to as "Audubon"), whose mailing address is P.O. Box 981, Palm Beach, FL 33480, the CITY OF FORT PIERCE, a Florida municipal corporation (hereafter referred to as the "City of Fort Pierce"), whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950 and the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the "FPRA") (collectively, the City of Fort Pierce and the FPRA shall be referred to herein as the "City"); and LIVE OAK HOLDINGS GROUP, LLC., a Florida Limited Liability Company (hereafter referred to as "Live Oak Holdings Group"), whose mailing address is 100 N. Laura Street, Suite 900, Jacksonville, FL 32202.

W I T N E S S E T H:

WHEREAS, as a result of that certain competitive solicitation and procurement (RFQ-2019-003), the City and Audubon entered into an agreement dated December 2, 2019 and recorded in Official Records Book 4353, Page 1200, as amended by that certain First Amendment to Agreement for Development of King's Landing, dated February 3, 2020 and recorded in Official Records Book 4382, Page 118, both of the Public Records of St. Lucie County Florida (collectively, the "Original Agreement for Development");

WHEREAS, the City and Audubon entered into an Amended and Restated Agreement for Development of King's Landing dated February 8, 2022, and recorded in Official Records Book 4775, Page 2707, of the Public Records of St. Lucie County which supersedes the Original Agreement for Development;

WHEREAS, Audubon and the City entered into a First Amendment to the Amended and Restated Agreement, dated November 21, 2022, and recorded in Official Records Book 4919, Page 632, of the Public Records of St. Lucie County (the "First Amendment"); extending certain development deadlines reflected in Section 9, and revising Section 13, related to Tax Increment Financing;

WHEREAS, Audubon and the City entered into a Second Amendment to the Amended and Restated Agreement, dated August 13, 2024, and recorded in Official Records Book 5192, Page 666, of the Public Records of St. Lucie County (the "Second Amendment"); approving Harbert Realty Services as a joint venture partner subject to certain conditions and extending certain development deadlines (the Amended and Restated Agreement as amended by the First Amendment and Second Amendment is collectively referred to hereinafter as the "Amended and Restated Agreement");

WHEREAS, on January 6, 2025, the City passed Resolution No.25-R05, approving the sale of a portion of the Project (all references to "the Project" in this Agreement shall have the meaning defined in the Amended and Restated Agreement) commonly known as the villas plat from Audubon to Kings Landing Ft Pierce, LLC, a Florida limited liability company whose mailing address is 3670 Maguire Blvd., Suite 220, Orlando, FL 32803;

WHEREAS, no portion of this Agreement shall be construed to alter the terms of Resolution No. 25-R05 nor the requirements assigned to Kings Landing Ft Pierce, LLC under that certain assignment and assumption agreement executed January 17, 2025;

WHEREAS, on January 8, 2025, before entering into a final joint venture partnership agreement as contemplated by the Second Amendment, Audubon and Harbert Realty Services, LLC agreed that transition of leadership to Live Oak Holdings Group is in the best interest of the Project, and Audubon provided the City Attorney with a letter addressed to the City Commission containing information related to this transition on January 9, 2025, requesting the City approve Live Oak Holdings Group as a joint venture partner pursuant to paragraph 12 of the Amended and Restated Agreement instead of Harbert Realty Services and presenting written "Joint Venture Salient Terms" entered into between Audubon and Live Oak Holdings Group;

WHEREAS, Audubon and Live Oak Holdings Group, now instead intend to finalize their relationship structure through a purchase and sale agreement, in which Live Oak Holdings Group purchases the Land (as defined in the Purchase and Sale Agreement) together with all development rights and responsibilities associated with the Amended and Restated Agreement and Audubon's interest in the Project is reduced to a limited partnership interest from conveyance of a portion of its purchase price;

WHEREAS, Audubon formally requested approval of the purchase and sale agreement in writing via FedEx delivery received by the City Manager on March 27, 2025;

WHEREAS, the City acknowledges that the deadlines listed on Lines 1-5 of the Construction Schedule, attached hereto as Exhibit "A" have been satisfied through meeting presentations, due diligence, and preliminary site plan modification review with City staff;

WHEREAS, the parties desire to further amend the Amended and Restated Agreement on the terms stated herein.

NOW THEREFORE, the undersigned parties to this Agreement do hereby amend the Amended and Restated Agreement as set forth herein:

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement as if fully set forth herein verbatim.

2. **Effective Date.** This Agreement shall become effective immediately upon approval and execution by Audubon, the City's City Commission, the FPRA Board, and Live Oak Holdings Group, whichever is later.

3. **Development Obligations; Timeline.** From and after the effective date of this Agreement, the parties agree that Audubon and/or Live Oak Holdings Group

shall comply with and perform all obligations, terms, and conditions of the Amended and Restated Agreement, including but not limited to strict compliance with the Construction Schedule and all Development Deadlines in Paragraph 9 as amended by the Second Amendment, in part, consistent with Section 8.04 of the Purchase and Sale Agreement. Audubon agrees to cooperate with Live Oak Holdings Group, including but not limited to executing owner authorizations and submitting required documents to the City. The Construction Schedule is re-attached hereto as Exhibit "A." Audubon and/or Live Oak Holdings Group shall be jointly and severally responsible for complying with all Start and Finish Dates for each Task Name within Exhibit "A."

Any site plan amendment shall be submitted by Audubon and/or Live Oak Holdings Group in final and complete form to the City's Planning Department on or before May 31, 2025. Audubon and/or Live Oak Holdings Group shall use all best efforts and due diligence in submitting any additional documentation and/or information reasonably requested by any City department in relation to review of the site plan amendment application and/or reasonably requested in relation to committee, board, City Commission, and/or FPRA Board review and approvals of the site plan amendment.

4. **Approval of Purchase and Sale Agreement.** Pursuant to Paragraph 12 of the Amended and Restated Agreement for Development of King's Landing, the City hereby approves the sale to Live Oak Holdings Group pursuant to that certain Purchase and Sale Agreement dated February 21, 2025, as amended by that certain First Amendment to Purchase and Sale Agreement dated February 27, 2025 (collectively, the "Purchase and Sale Agreement"), a true and accurate copy of which is attached hereto as Exhibit "B", subject to the following conditions:

   a. The City's requested approval of the Purchase and Sale Agreement is limited solely to the explicitly named entity requested therein, Live Oak Holdings Group. Nothing contained in this Agreement shall be construed as an approval or acceptance of any subsequent assignment, transfer, joint venture, or other transfer to any other entity or affiliate pursuant to Section 15.06 of the Purchase and Sale Agreement without prior written approval of the City, including but not limited to the "Hotel Owner" or "Primary Owner" referred to therein. Any further assignment or transfer shall require at least thirty (30) days' written notice to the City with sufficient information for the City to review and approve, in its reasonable discretion, consistent with the requirements and diligence of its original award under RFQ No. 2019-003.

   b. The parties acknowledge that despite the language included in Section 13.01 of the Purchase and Sale Agreement, the Purchase and Sale Agreement is a public

record subject to all requirements of article I, section 24 of the Florida Constitution, and chapter 119, Florida Statutes, et. al.

c. Nothing contained herein shall be construed as accepting any breach or variation to the terms of the Amended and Restated Agreement, including but not limited to the City's reversion rights. The City demands strict compliance and performance with all conditions, obligations, and deliverables under the Amended and Restated Agreement.

5. **Closing Document Approval.** Audubon and/or Live Oak Holdings Group shall provide the City with a final copy of the deed intended to convey the Land at closing and the assignment and assumption agreement required to be delivered at closing no later than sixty (60) days prior to July 15, 2026, or such earlier date as closing may occur pursuant to Article V of the Purchase and Sale Agreement. The closing shall not proceed absent approval from the City as to the language of the deed and the assignment and assumption contract.

6. **Hotel Approvals.** By closing or July 15, 2026, whichever occurs sooner, Live Oak Holdings Group shall have partnered with Mainsail Lodging and Development and the "Hotel Financing" referred to in Article V of the Purchase and Sale Agreement shall be fully and finally closed.

7. **Further Amendments; Extension of Outside Closing Date.** Notwithstanding the ability to amend the Purchase and Sale Agreement or extend the Outside Closing Date pursuant to Article V of the Purchase and Sale Agreement, the closing shall not be extended and there shall be no further amendments of the Purchase and Sale Agreement without the prior written approval of the City.

8. **Performance Bond.** The performance bond relating to Infrastructure Improvements ("Infrastructure Performance Bond") and the performance bonds for Phases 2 through 4 referenced in Paragraph 10(d) of the Amended and Restated Agreement shall be obtained by Live Oak Holdings Group in an amount that equals or exceeds the estimated cost of such construction based on an updated estimate, the estimated amount of which shall be agreed to by the City and Live Oak Holdings Group, within thirty (30) days of receiving written permit approval by the City's building department for each Phase or receiving written permit approval or reactivation of an existing permit(s), whichever occurs sooner, from the City's building department for the site work permit(s) for the Infrastructure Improvements required in Phase 1. Live Oak Holdings Group shall provide the City with notification of permit issuance or reactivation, which may be emailed to the City Manager with carbon copy to the City Attorney, within two (2) business days of receipt. The parties agree that no vertical construction (other than the Hotel) will be conducted by Audubon or Live Oak Holdings Group during Phase 1; therefore, no additional performance bonds, apart from the Infrastructure Performance Bond required for the Infrastructure

Improvements, must be posted by either Audubon or Live Oak Holdings Group in relation to Phase 1. If any permit is extended beyond one (1) year from the date of issuance, whether by local or statutory authority, without the commencement of construction for the applicable Phase, all performance bonds shall be reviewed for updates to the estimated cost of the applicable construction, the estimated cost of which shall be reasonably agreed to by the City and Live Oak Holdings Group. The performance bond shall be adjusted by Live Oak Holdings Group for any increased estimated cost of construction for each performance bond.

9. **Time of the Essence; Material Breach.** Time is of the essence for all deadlines stated in this Agreement and the Amended and Restated Agreement. Except as provided below, the failure of Audubon and/or Live Oak Holdings Group to strictly and timely comply with any term, condition, or requirement of this Agreement or the Amended and Restated Agreement shall constitute a material breach for which the City may declare the Amended and Restated Agreement to be in default in accordance with the conditions of Paragraph 10 of the Amended and Restated Agreement, and, thereafter, the City may proceed with any and all available remedies. The parties acknowledge and agree that nothing contained herein shall be construed as an agreement to modify or release the City's rights of reversion. In the event that Audubon and/or Live Oak Holdings Group terminate or otherwise fail to close on the purchase and sale of the Land by the Outside Closing Date (as defined in the Purchase and Sale Agreement) neither Audubon nor Live Oak Holdings Group shall have the right to cure such default and the City shall have the right to immediately exercise its rights of reversion upon written notice to Audubon (notice to Live Oaks Holdings Group shall not be required). Audubon agrees it shall not contest the City's immediate exercise of reversion rights and will not contest any legal filings by the City to exercise its reversion rights, except as to assert unreasonable action by the City that resulted in the failure to close on the purchase and sale of the Land by the Outside Closing Date (as defined in the Purchase and Sale Agreement). Upon judicial determination of reversion of title to the Land in favor of the City, Audubon will cooperate with returning the Land in the same title and physical condition it received it, unless improvements have been made to the Land pursuant to the Amended and Restated Agreement, for which the City may agree to accept as is in its sole discretion, and acknowledges that it received the Land for below fair market value ($0.00) under section 163.3180, Florida Statutes, and therefore agrees no bond shall be required to be placed in court registry.

10. **Current Defaults or Breaches.** While the parties acknowledge the City could presently proceed with a notice of default and/or breach pursuant to the Amended and Restated Agreement and under the Second Amendment, the City agrees it will not issue such notice for currently existing defaults or breaches. The City agrees it shall only proceed with a notice of default and/or breach for defaults or breaches which occur after the effective date of this Agreement. Nothing herein, however, shall

limit the City's legal rights or abilities pursuant to the Amended and Restated Agreement, at law, or in equity, to include its right of reversion, should there by any future default(s) or breach(es) by Audubon, Live Oaks Holding Group, or any other subsequent party. Further, nothing herein shall limit the City's ability to proceed with and/or enforce, through any and all available legal means, code enforcement or building code violations on the Land, to include those currently existing.

11. **Notice.** Any notices to be given with respect to Live Oak Holdings Group as to this Agreement or the Amended and Restated Agreement shall be in the same manner as provided in Paragraph 20 of the Amended and Restated Agreement to:
To Live Oak Holdings Group, LLC,:

Live Oak Holdings Group, LLC
100 N. Laura Street, Suite 900
Jacksonville, FL 32202
Attn: Paul Bertozzi and Bill Ware

With a copy to:

Lippes Mathias, LLP
10151 Deerwood Park Blvd., Building 300 Suite 300
Jacksonville, FL 32256
Attn: Christopher Walker

12. **Notice Address Update.** Pursuant to Paragraph 20 of the Amended and Restated Agreement, a change of address for Audubon is as follows:

To Audubon Development, Inc.:

Audubon Development, Inc.
P.O. Box 981
Palm Beach , FL 33480

With a copy to:

Jones Foster, P.A.
505 S. Flagler Drive, Suite 1100,
West Palm Beach, FL 33401
Attn: Lainey Francisco

13. **No Further Amendment of Amended and Restated Agreement.** Except as specifically modified and amended hereby, the Amended and Restated Agreement shall remain in full force and effect. Further, Paragraphs 5, 6, 7, 8, and 9 shall specifically remain in full force and effect as written and contained within the Second Amendment.

14. **Counterparts; Electronic Signatures.** This Agreement may be executed in any number of identical counterparts each of which shall be deemed to be an original for all purposes but all of which shall constitute one and the same instrument, and a copy of such signature received through telefax or electronic transmission shall bind the party whose signature is so received as if such signature were an original. In making proof of this Agreement, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

WITNESSES:

By: _____
Print Name: Lauren Francisco
Address: 505 S Flagler Dr. Suite 1100 West Palm Beach, FL

By: _____
Print Name: Scott G. Hawkins
Address: 505 S. Flagler Dr. 11th, West Palm Beach, FL 33401

"Audubon"

AUDUBON DEVELOPMENT, INC., a Florida corporation

By: _____
Print Name: DALE MATTESON
Title: President / CEO

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7th day of April, 2025, by Dale J. Matteson as President / CEO for AUDUBON DEVELOPMENT, INC., a Florida corporation. Said person did take an oath and (check one) ☐ is personally known to me, ☒ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit: M325-170-57-283-0

JENNIFER D. ROBINSON
Notary Public
State of Florida
Comm# HH223128
Expires 3/26/2026

_____
Notary Public, State of Florida
Print Name: Jennifer D. Robinson
Commission #: HH223128
My Commission Expires: 3/24/2026

(SIGNATURES CONTINUE ON FOLLOWING PAGES)

WITNESSES:

"City of Fort Pierce":

CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation

By: Linda W Cox
Print Name: Linda W. Cox
Address: 100 N US Hwy 1 Fort Pierce FL

By: Linda Hudson
Linda Hudson, Mayor

By: Tina Bell
Print Name: Tina Bell
Address: 100 N US Hwy 1 Fort Pierce FL

APPROVED AS TO FORM
AND CORRECTNESS:

By: _____
Sara Hedges, City Attorney

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 8th day of April, 2025, by LINDA HUDSON, as MAYOR, for CITY OF FORT PIERCE, a municipal corporation. Said that person did take an oath and (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

LATOYA S. RANSOM
Notary Public-State of Florida
Commission # HH 171138
My Commission Expires
August 30, 2025

Notary Public, State of Florida
Print Name: Latoya Ransom
Commission #: HH 171138
My Commission Expires: August 30, 2025

(SIGNATURES CONTINUE ON FOLLOWING PAGE)

WITNESSES:

"FPRA"

FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment Agency established pursuant to Florida Statutes Chapter 163

By: Linda W. Cox
Print Name: Linda W. Cox
Address: 100 N US Hwy 1 Fort Pierce FL

By: Linda Hudson
Linda Hudson, Chairwoman

By: Tina Bel
Print Name: Tina Bel
Address: 100 N US Hwy 1 Fort Pierce, FL

APPROVED AS TO FORM
AND CORRECTNESS:

By: _____
Sara Hedges, City Attorney

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 8th day of April, 2025 by Linda Hudson as Chairwoman for FORT PIERCE DEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statues Chapter 163. Said person did take an oath and (check one) ☐ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification to wit:

LATOYA S. RANSOM
Notary Public-State of Florida
Commission # HH 171138
My Commission Expires
August 30, 2025

Notary Public, State of Florida
Print Name: LaToya Ransom
Commission #: HH 171138
My Commission Expires: August 30, 2025

(SIGNATURES CONTINUE ON FOLLOWING PAGES)

WITNESSES:

"Live Oak Holdings Group, LLC"

LIVE OAK HOLDINGS GROUP, LLC, a Florida limited liability company

By: _____
Print Name: Katherine Ruttell
Address: 13145 cricket cove RD N JAX, FL

By: _____
Print Name: Paul Bertozzi
Title: President

By: _____
Print Name: RALPH POLLANDT
Address: 266 FEVER HAMMOCK DR. SAINT JOHNS FL

STATE OF FLORIDA
COUNTY OF Clay

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 1st day of April, 2025, by Paul Bertozzi as President for LIVE OAK HOLDINGS GROUP, LLC, a Florida limited liability company. Said person did take an oath and (check one) ☑ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

_____
Notary Public, State of Florida
Print Name: Juanita C. Ellis
Commission #: HH564545
My Commission Expires: 9/22/2028

JUANITA C. ELLIS
MY COMMISSION # HH 564545
EXPIRES: September 22, 2028

EXHIBIT

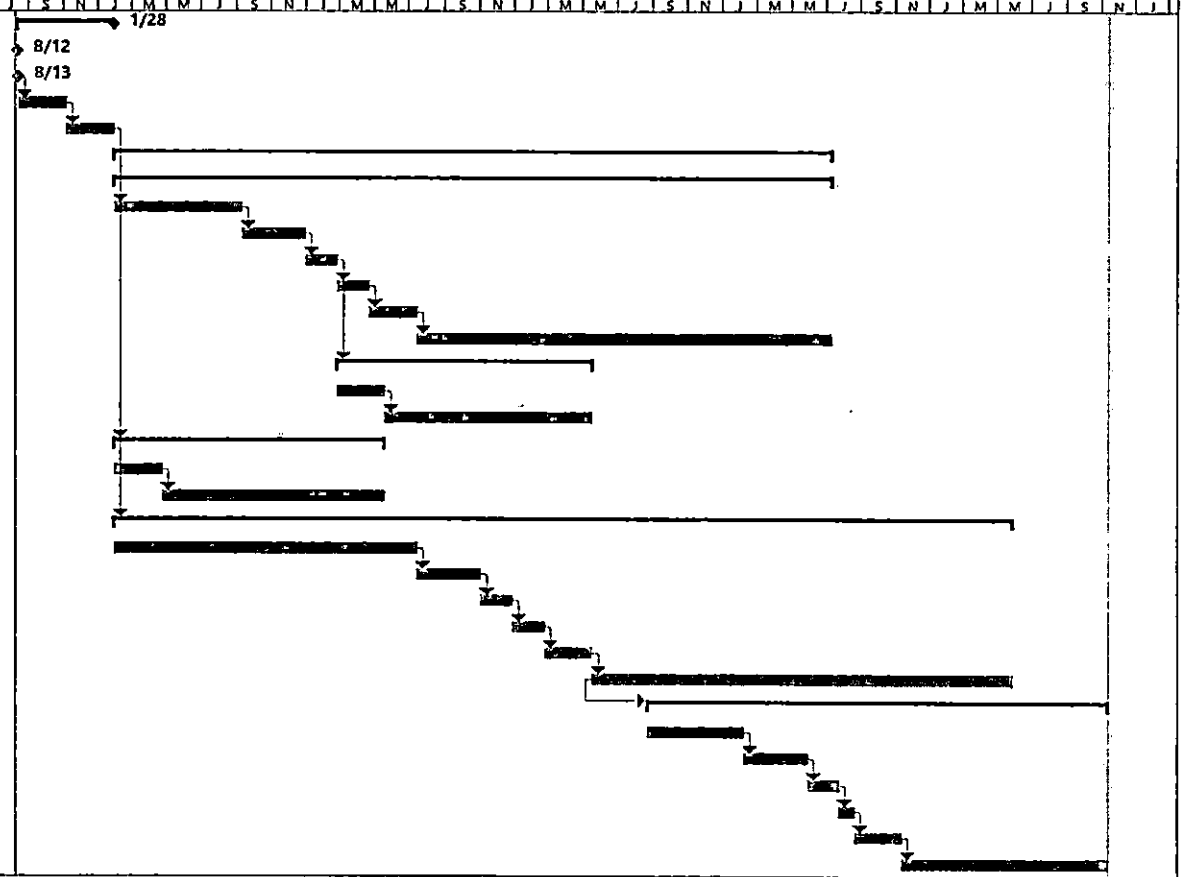
tabbies

A

AUDUBON DEVELOPMENT

KING'S LANDING

ID	Task Mode	Task Name	Start	Finish
1		**City Meetings & Approvals**	**Mon 8/12/24**	**Tue 1/28/25**
2		FPRA Meeting	Mon 8/12/24	Mon 8/12/24
3		City Council Meeting	Tue 8/13/24	Tue 8/13/24
4		Due Diligence Time - 90 days	Wed 8/14/24	Tue 11/5/24
5		Finalize City Approvals - 90 days	Wed 11/6/24	Tue 1/28/25
6		**Phase I**	**Wed 1/29/25**	**Tue 7/11/28**
7		**Hotel Timeframes**	**Wed 1/29/25**	**Tue 7/11/28**
8		Design Time (8mths)	Wed 1/29/25	Tue 9/9/25
9		Site Work DPCR Approval (4mths)	Wed 9/10/25	Tue 12/30/25
10		Site Work Permitting (2mths)	Wed 12/31/25	Tue 2/24/26
11		Vertical DPCR Approval (2mths)	Wed 2/25/26	Tue 4/21/26
12		Vertical Permitting (3mths)	Wed 4/22/26	Tue 7/14/26
13		Construction Timeframe (2yrs)	Wed 7/15/26	Tue 7/11/28
14		**Infrastructure Timeframes**	**Wed 2/25/26**	**Tue 5/18/27**
15		Mobilize/Procurment (3mths)	Wed 2/25/26	Tue 5/19/26
16		Construction Timeframe (1yr)	Wed 5/20/26	Tue 5/18/27
17		**Villas' Timeframes**	**Wed 1/29/25**	**Tue 5/19/26**
18		Mobilize/Procurment (3mths)	Wed 1/29/25	Tue 4/22/25
19		Construction Timeframe (14mths)	Wed 4/23/25	Tue 5/19/26
20		**Phase II**	**Wed 1/29/25**	**Tue 5/29/29**
21		Design Documents (1.6yr)	Wed 1/29/25	Tue 7/14/26
22		Site Work DPCR Approval (4mths)	Wed 7/15/26	Tue 11/3/26
23		Site Work Permitting (2mths)	Wed 11/4/26	Tue 12/29/26
24		Vertical DPCR Approval (2mths)	Wed 12/30/26	Tue 2/23/27
25		Vertical Permitting (3mths)	Wed 2/24/27	Tue 5/18/27
26		Construction Timeframe (2yrs)	Wed 5/19/27	Tue 5/29/29
27		**Phase III**	**Wed 8/25/27**	**Tue 11/13/29**
28		Design Documents (6mths)	Wed 8/25/27	Tue 2/8/28
29		Site Work DPCR Approval (4mths)	Wed 2/9/28	Tue 5/30/28
30		Site Work Permitting (2mths)	Wed 5/31/28	Tue 7/25/28
31		Verical DPCR Approval (2mths)	Wed 7/26/28	Tue 8/22/28
32		Vertical Permitting (3mths)	Wed 8/23/28	Tue 11/14/28
33		Construction Timeframe (1yr)	Wed 11/15/28	Tue 11/13/29



Fri 8/9/24

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EXHIBIT "B"

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "**Amendment**") is made and entered into as of the 27th day of February, 2025 (the "**Effective Date**"), by and between **AUDUBON DEVELOPMENT, INC.**, a Florida corporation ("**Seller**"), and **LIVE OAK HOLDINGS GROUP, LLC**, a Florida limited liability company ("**Purchaser**").

WITNESSETH:

WHEREAS, Seller and Purchaser entered into that certain Purchase and Sale Agreement dated February 21, 2025 (the "**Agreement**"), relating to the purchase and sale of certain real property located in St. Lucie County, Florida as more particularly described in the Agreement; and

WHEREAS, Purchaser and Seller desire to enter into this Amendment to amend certain terms and conditions of the Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements of the parties, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged and agreed by each of the parties, Seller and Purchaser do hereby covenant and agree as follows:

1. **Recitals**. Seller and Purchaser do hereby mutually represent and warrant that the foregoing recitals are true and correct, and said recitals are hereby ratified, confirmed, and incorporated into the body of this Amendment.

2. **Defined Terms**. Any capitalized terms utilized in this Amendment and which are not separately defined herein shall have the meaning ascribed thereto in the Agreement.

3. **Third Amendment to the Municipal Agreement**. Notwithstanding anything to the contrary in the Agreement, if the Third Amendment referenced in Section 8.04 in the Agreement is not fully executed by the Seller, City and FPRA on or before May 22, 2025, then the Agreement shall terminate and be of no further force and effect.

4. **Modification**. Except as modified by this Amendment, the terms and conditions of the Agreement are hereby ratified, confirmed and shall remain unchanged and in full force and effect. In the event of a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall govern. Seller and Purchaser hereby agree that the Agreement, as amended by this Amendment, shall constitute a valid and binding contract between Seller and Purchaser.

5. **Counterparts; Facsimile**. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. A facsimile or e-mail copy of this Amendment and any signatures hereon shall be considered for all purposes as originals.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

SELLER:

AUDUBON DEVELOPMENT, INC.,
a Florida corporation

By: _____
Print Name: Dale Matteson
Title: President and CEO

PURCHASER:

LIVE OAK HOLDINGS GROUP, LLC,
a Florida limited liability company

By: _____
Print Name: Paul Bertozzi
Title: Manager

PURCHASE AND SALE AGREEMENT

between

AUDUBON DEVELOPMENT, INC., Seller

and

LIVE OAK HOLDINGS GROUP, LLC, Purchaser

dated as of

February 21, 2025

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "**Agreement**"), dated as of the 21st day of February, 2025, is entered into between Audubon Development, Inc., a Florida corporation ("**Seller**"), having an address at P.O. Box 981, Palm Beach, FL 33480, and Live Oak Holdings Group, LLC, a Florida limited liability company ("**Purchaser**"), having an address at 100 N Laura Street, Suite 900, Jacksonville, FL 32202.

RECITALS

WHEREAS, Seller is the owner of the Property (as hereinafter defined); and

WHEREAS, subject to the terms and conditions hereof, Seller desires to sell to Purchaser the Property and Purchaser desires to purchase the Property from Seller.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

The following terms have the meanings specified or referred to in this Article I:

"**Agreement**" has the meaning set forth in the preamble.

"**Assignments**" has the meaning set forth in Section 5.02(d).

"**Assumed Contracts**" has the meaning set forth in Section 8.03.

"**Assumed Permits and Licenses**" has the meaning set forth in Section 2.01(i).

"**Assumed Warranties and Guaranties**" has the meaning set forth in Section 2.01(j).

"**Bill of Sale**" has the meaning set forth in Section 5.02(c).

"**Business Day**" has the meaning set forth in Section 15.04.

"**Closing**" has the meaning set forth in Article 5.

"**Closing Date**" has the meaning set forth in Article 5.

"**Code**" has the meaning set forth in Section 5.02(e).

"**Construction and Management Agreements** has the meaning set forth in Section 2.01(l).

"**Confidential Information**" has the meaning set forth in Section 13.01.

"**Cure Period**" has the meaning set forth in Section 6.03(b).

"**Deed**" has the meaning set forth in Section 5.02(a).

"**Delinquent Property Taxes**" has the meaning set forth in Section 5.05(a)

"**Deposit**" has the meaning set forth in Section 3.01(a).

"**Due Diligence Materials**" has the meaning set forth in Section 4.01.

"**Due Diligence Period**" has the meaning set forth in Section 4.02.

"**Effective Date**" has the meaning set forth in Section 8.04.

"**Environmental Laws**" has the meaning set forth in Section 7.01(i).

"**Escrow Agent**" has the meaning set forth in Article V.

"**Force Majeure Event**" has the meaning set forth in Section 15:15.

"**Hazardous Materials**" has the meaning set forth in Section 7.01(i).

"**Hotel Financing**" has the meaning set forth in Article 5.

"**Improvements**" has the meaning set forth in Section 2.01(b).

"**Inspections**" has the meaning set forth in Section 4.02.

"**Intangible Property**" has the meaning set forth in Section 2.01(k).

"**Land**" has the meaning set forth in Section 2.01(a).

"**MOU**" has the meaning set forth in Article 5.

"**Municipal Agreement**" has the meaning set forth in Section 8.04.

"**Notices**" has the meaning set forth in Section 10.01.

"**OFAC**" has the meaning set forth in Section 7.01(l).

"**Outside Closing Date**" has the meaning set forth in Article 5.

"**Permitted Exceptions**" has the meaning set forth in Section 6.02.

"**Personal Property**" has the meaning set forth in Section 2.01(c).

"**Plans and Surveys**" has the meaning set forth in Section 2.01(g).

"**Property**" has the meaning set forth in Section 2.01.

"**Purchase Price**" has the meaning set forth in Section 3.01.

"**Purchaser**" has the meaning set forth in the preamble.

"**Purchaser's Costs**" has the meaning set forth in Section 11.01(b).

"**Purchaser Default**" has the meaning set forth in Section 11.01(a).

"**Purchaser's Representatives**" has the meaning set forth in Section 4.03.

"**Purchaser's Termination Notice**" has the meaning set forth in Section 9.02.

"**Seller**" has the meaning set forth in the preamble.

"**Seller Default**" has the meaning set forth in Section 11.01(b).

"**Service Contracts**" has the meaning set forth in Section 7.01(f).

"**Site Plan**" has the meaning set forth in Section 3.01(b).

"**Survey**" has the meaning set forth in Section 6.03(a).

"**Title Commitment**" has the meaning set forth in Section 6.03(a).

"**Title Insurance Company**" has the meaning set forth in Section 6.01.

"**Title Objection**" has the meaning set forth in 6.03(b).

"**Title Objection Notice**" has the meaning set forth in 6.03(b).

"**Title Objection Response**" has the meaning set forth in 6.03(b).

"**Transaction Parties**" has the meaning set forth in Section 13.01.

"**Transfer Tax Documents**" has the meaning set forth in Section 5.02(b).

"**Violations**" has the meaning set forth in Section 6.05.

"**Voluntary Liens**" has the meaning set forth in 6.04(a).

ARTICLE II
CONVEYANCE OF THE PROPERTY

Section 2.01 Subject of Conveyance. Seller agrees to sell and convey to Purchaser and Purchaser agrees to purchase from Seller, upon the terms and conditions hereinafter set forth, all right, title, and interest of Seller in and to the following (collectively referred to herein as the "**Property**"):

(a) All those certain lots, pieces, or parcels of land located in Fort Pierce, St. Lucie County, Florida, as more particularly bounded and described in Exhibit A attached hereto and hereby made a part hereof (the "**Land**");

(b) All improvements located on the Land and all Seller's right, title, and interest in and to any and all fixtures attached thereto (collectively, the "**Improvements**");

(c) All equipment, machinery, apparatus, appliances, and other articles of personal property located on and used in connection with the operation of the Improvements (collectively, the "**Personal Property**");

(d) All rights appurtenant to the Land, if any, including without limitation, any strips and gores abutting the Land, and any land lying in the bed of any street, road, or avenue in front of, or adjoining the Land, to the center line thereof;

(e) All other rights, privileges, easements, licenses, appurtenances, and hereditaments relating to the Property;

(f) **Intentionally Deleted.**

(g) All plans, surveys, specifications, drawings, architectural and engineering drawings, permits and other ancillary documents related to the construction, renovation or improvement of the Property in the possession of the Seller or in the possession of any of the Seller's contractors, sub-contractors, consultants, vendors, affiliates, assigns, partners, or otherwise, to the extent transferable in connection with the sale of the Property (collectively, the "**Plans and Surveys**");

(h) All right, title, and interest of Seller in and to the Assumed Contracts, pursuant to Section 8.03 of this Agreement;

(i) Any permit, entitlement, governmental approval, incentives, certificate of occupancy, license, or other form of authorization or approval issued by a government agency or authority and legally required for the Property's construction, ownership, operation, and use to the extent transferable with the sale of the Property. (collectively, the "**Assumed Permits and Licenses**").

(j) Any written warranty, guaranty, or other obligation from any contractor, manufacturer, or vendor to any improvements, furnishings, fixture, or equipment located at the Property, to the extent assignable in connection with the sale of the Property ("**Assumed Warranties and Guaranties**"); and

(k) All rights, title, and interests of Seller in and to: (i) computer software used in connection with any computer systems regarding the Property; (ii) trademarks, trade names, service marks, social media, and other intellectual property rights held or used in connection with the Property or the operation; (iii) other intangibles associated with the Property, including, without limitation, goodwill, logos, and designs related to the Property and other general intangibles relating to the Property; and (iv) all telephone exchange numbers specifically dedicated and identified with the Property (collectively, the "**Intangible Property**").

(l) All right, title, and interest of Seller in and to all engineered plans, approved or otherwise; specifications; construction contracts; construction agreements; the

Reservation Agreements; contracts with any third-party real estate companies, including but not limited to, residential condominium unit and commercial, retail and restaurant space reservation deposits, to the extent assignable in connection with the sale of the Property ("**Construction and Management Agreements**"). The assignment of the Construction and Management Agreements shall also include, to the extent assignable, all licenses with any third-party real estate companies in possession, or where issuance is being contemplated, of the Seller or Seller's assigns, affiliates, partners, vendors. For avoidance of doubt, the licenses contemplated here include, but are not limited to, licenses issued by a government authority, or any other license which could be deemed a license and connected to the Property

ARTICLE III
PURCHASE PRICE

Section 3.01 Purchase Price and Deposit. The purchase price to be paid by Purchaser to Seller for the Property is SIX MILLION FOUR HUNDRED EIGHTY THOUSAND DOLLARS and 00/100 Dollars ($6,480,000.00) (the "**Purchase Price**"). The Purchase Price shall be payable as follows:

(a) Within THREE (3) Business Days after the Effective Date, Purchaser shall pay the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS AND 00/100 ("250,000.00") (the "**Initial Deposit**") by Purchaser's certified check or official bank check, subject to collection, made payable to Seller, or by wire transfer of immediately available federal funds to an account at such bank as designated by Seller.

(b) Within THREE (3) Business Days after the earlier to occur of (i) Purchaser's receipt of City's written approval of the modified project site plan (the "**Site Plan**") or (ii) ONE HUNDRED EIGHTY (180) days after the Effective Date, an additional deposit in the amount of TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ("250,000.00") (the **Additional Deposit**"), by Purchaser's certified check or official bank check, subject to collection, made payable to Seller, or by wire transfer of immediately available federal funds to an account at such bank as designated by Seller. The Initial Deposit and the Additional Deposit are collectively referred to herein as the "**Deposit.**"

(c) THREE MILLION NINE HUNDRED EIGHTY THOUSAND DOLLARS AND 00/100 ($3,980,000.00) of the Purchase Price shall be paid to Seller on the Closing Date, subject to any credits or apportionments as provided for under this Agreement, simultaneously with delivery of the Deed, by certified or official bank checks or by one or more wire transfers of immediately available federal funds to an account, or accounts, designated in writing by Seller no later than the Closing Date.

(d) The balance of the Purchase Price in the amount of TWO MILLION DOLLARS 00/100 ($2,000,000.00) shall be conveyed and contributed by Seller and considered paid by Purchaser to Seller in the form of a limited partnership interest in the amount of ONE MILLION DOLLARS 00/100 ($1,000,000.00) in the development entity (the "**Hotel Owner**") of the contemplated hotel development on the Property (the "**Hotel**

Site"), and ONE MILLION DOLLARS 00/100 ($1,000,000.00) in the development entity (the "**Primary Owner**") of the contemplated residential condominium and commercial, retail, and restaurant development on the Property (the "**Primary Site**"). Purchaser shall confirm the allocation of the Purchase Price between the Hotel Site and the Primary Site within THIRTY (30) days after the Effective Date, provided that such allocation shall be reasonably acceptable to Seller. The preliminary legal description for the real property upon which the Hotel Site and Primary Site are to be located on the Land as described in Exhibit A attached hereto and made a part hereof. Within one hundred eighty (180) days of the Effective Date of this Agreement, Purchaser shall obtain specific legal descriptions for both the Hotel Site and Primary Site, at which time this Agreement shall be amended to add said legal descriptions for the Hotel Site and Primary Site as Exhibit A-1 and Exhibits A-2 to this Agreement. The operating agreements for the Hotel Owner and the Primary Owner (the "**Operating Agreements**") shall provide (i) for Seller's limited partnership interests to generate a minimum of 8% internal rate of return (calculated from the Closing Date), (ii) for Seller's limited partnership interests to be subject to the same treatment as other limited partnership interests, provided that Seller shall not be obligated to make any additional capital contributions beyond Seller's initial $2,000,000.00 contribution, (iii) that Seller's limited partnership interests shall not be diluted in the event of a limited partner capital call, and (iv) that Purchaser shall be obligated to buy Seller's limited partnership interests for an amount equal to an 8% internal rate of return (calculated from the Closing Date) if a liquidation event has not occurred by the date which is five (5) years following the Closing Date, subject to any delay resulting from a Force Majeure Event. The form of the Operating Agreements shall be reasonably acceptable to Purchaser and Seller.

ARTICLE IV
DUE DILIGENCE INVESTIGATION

Section 4.01 Due Diligence Materials. Seller has delivered, or shall cause to be delivered, or made available, all to the extent in Seller's possession or control, materials relating to the Property's physical and environmental condition, and any other documents relating to the Property reasonably requested to date by Purchaser as set forth in the checklist attached hereto as Exhibit B (collectively, the "**Due Diligence Materials**"). Purchaser reserves the right to make additional requests of Due Diligence Materials up to FIVE (5) business days following the commencement of the Due Diligence Period.

Section 4.02 Due Diligence Period. Purchaser shall have a period of TWENTY (20) days following the full execution of this Agreement by both parties on February 21, 2025 (the "**Due Diligence Period**"), to conduct or cause to be conducted any and all tests, studies, surveys, inspections, reviews, assessments, or evaluations of the Property, including without limitation engineering, topographic, soils, zoning, wetlands, geotechnical and environmental inspections (including Phase I and/or Phase II environmental site assessments to be performed by an environmental consultant selected by Purchaser) (the "**Inspections**"), as Purchaser deems necessary, desirable, or appropriate in its sole and absolute discretion, and analysis of the Due Diligence Materials. Purchaser shall have the unconditional right, for any reason or no reason whatsoever, to

terminate this Agreement upon written notice to Seller delivered at any time prior to 11:59 p.m. Eastern on the last day of the Due Diligence Period. If Purchaser does not timely notify Seller of its election to terminate this Agreement prior to 11:59 p.m. Eastern on the last day of the Due Diligence Period, Purchaser shall be deemed to have elected to proceed to Closing, subject to the terms and conditions of this Agreement. If Purchaser elects to terminate this Agreement as provided in this Section 4.02, Seller shall return the Deposit to Purchaser, upon such refund being made this Agreement shall terminate, and the parties shall have no further liability hereunder (except with respect to those obligations hereunder which expressly survive the termination of this Agreement). Notwithstanding anything to the contrary contained in this Agreement, amendments to this Agreement to extend the Due Diligence Period may be agreed upon in writing or email by each party or each party's respective attorney and notices to terminate this Agreement prior to the expiration of the Due Diligence Period may be given, by Purchaser as provided in this Agreement or by Purchaser or Purchaser's attorney by fax or by email to Seller and/or Seller's attorney.

Section 4.03 Purchaser's Access. At any time prior to the Closing, including the Due Diligence Period, and at all times, subject to Section 4.04, Purchaser and its agents, employees, consultants, inspectors, appraisers, engineers, and contractors (collectively, "**Purchaser's Representatives**") shall have the right to enter upon and pass through the Property during normal business hours to examine and inspect the same, as well as conduct reasonable tests, studies, investigations, and surveys to assess utility availability, soil conditions, environmental conditions, physical condition, and the like of the Property.

Section 4.04 Purchaser's Right to Inspect.

(a) In conducting the Inspections or otherwise accessing the Property, Purchaser shall at all times comply with all laws and regulations of all applicable governmental authorities In connection with such Inspections, neither Purchaser nor any of Purchaser's Representatives shall: (i) unreasonably interfere with or permit unreasonable interference with any person occupying or providing service at the Property; or (ii) unreasonably interfere with the business of Seller (or any of its tenants) conducted at the Property or unreasonably disturb the use or occupancy of any occupant of the Property.

(b) Purchaser shall schedule and coordinate all Inspections or other access thereto with Seller and shall give Seller at least TWO (2) Business Days' prior notice thereof. Seller shall be entitled to have a representative present at all times during each such inspection or other access. Seller shall allow the Purchaser's Representatives unlimited access to the Property and to other information pertaining thereto in the possession or within the control of Seller for the purpose of the Inspections.

Section 4.05 Seller Indemnification. Purchaser agrees to indemnify and hold Seller harmless from and against any and all losses, costs, damages, liens, claims, liabilities, or expenses (including, but not limited to, Seller's reasonable attorneys' fees, court costs, and disbursements but excluding consequential and indirect damages) incurred by Seller arising from or by reason of Purchaser's and/or Purchaser's

Representatives' access to, or Inspections of, the Property, except to the extent such losses, costs, damages, liens, claims, liabilities, or expenses are caused by or resulting from: (a) Seller's negligence or willful misconduct; and/or (b) any pre-existing, dangerous, illegal, or defective condition at the Property, except to the extent that such matters or conditions are aggravated by Purchaser's negligence or willful misconduct. The provisions of this Section 4.05 shall survive for a period of TWELVE (12) months following the Closing or earlier termination of this Agreement.

ARTICLE V
CLOSING

The closing of the transaction contemplated by this Agreement (the "**Closing**") shall occur through an escrow closing with Lippes Mathias LLP ("**Escrow Agent**") and shall occur on the date ("**Closing Date**") which is the earlier to occur of (i) the closing of loan financing ("**Hotel Financing**") with respect to that certain hotel to be developed in connection with respect to King's Landing Phase I Development, as contemplated in that certain MOU between Live Oak Contracting and Mainsail Lodging and Development dated January 8, 2025 ("**MOU**"), and (ii) July 15, 2026 (the "**Outside Closing Date**"). Notwithstanding the foregoing, Purchaser may extend the Outside Closing Date upon written notice to Seller in the event that the Hotel Financing is not complete on July 15, 2026, as a result of a Force Majeure Event, and in such event the Outside Closing Date shall be extended by the corresponding number of days during which said Force Majeure Event prevents Purchase from obtaining the Hotel Financing. Purchaser shall give written notice to Seller of any alleged delay in the completion of the Hotel Financing resulting from a Force Majeure Event within five (5) days after the commencement of the Force Majeure Event, which notice shall identify the nature and expected duration of the Force Majeure Event. In no event shall the Outside Closing Date be extended more than one hundred eighty (180) days as a result of a Force Majeure Event.

Section 5.01 Intentionally Omitted.

Section 5.02 Seller's Closing Deliverables. At Closing, Seller shall deliver or cause to be delivered to each of the Hotel Owner and the Primary Owner, as applicable, each the following documents executed, certified, and acknowledged by Seller, as appropriate:

(a) One (1) original special warranty deed (the "**Deed**") duly executed with the appropriate acknowledgment form and otherwise in proper form for recording so as to convey title to the Hotel Site to the Hotel Owner and title to the Primary Site to the Primary Owner as required by this Agreement.

(b) Counterparts of any required transfer tax returns (the "**Transfer Tax Documents**"), or in each instance and if available, an electronic filing of such returns, together with the required payment of applicable transfer taxes, pursuant to the requirements of the applicable state and local taxing authorities.

(c) A bill of sale (the "**Bill of Sale**") executed by Seller, conveying to the Hotel Owner and the Primary Owner good and marketable title to the Personal Property as

described in the Bill of Sale, free and clear of all encumbrances and adverse claims, and payment of all sales taxes payable in connection with such conveyance of Personal Property.

(d) Assignment of the following, to the extent assignable: (i) all Construction and Management Agreements; (ii) all Assumed Permits and Licenses; (iii) all Plans and Surveys, (iv) the Municipal Agreement; and (v) any Reservation Agreements in effect at the Closing (collectively, the ("**Assignments**"). In conjunction with Seller's delivery of the Assignments, Seller shall also deliver to the Hotel Owner and the Primary Owner the corresponding originals or copies of the Construction and Management Agreements; Assumed Permits and Licenses; and Plans and Surveys being assigned from Seller to the Hotel Owner and the Primary Owner. Notwithstanding the foregoing, Purchaser shall be responsible for obtaining the necessary consents related to any assignment, however, Seller shall cooperate with Purchaser's efforts in obtaining such consents.

(e) A certification that Seller is not a "foreign person" as such term is defined in Section 1445 of the Internal Revenue Code, as amended and the regulations thereunder (collectively, the "**Code**"), which certification shall be signed under penalty of perjury.

(f) Originals, or copies certified by Seller as being complete, of all applicable outstanding bills, invoices, reservation deposit refunds, and other items that shall be paid by Seller on or before the Closing Date.

(g) A seller's affidavit in form reasonably acceptable to the Title Insurance Company.

(h) A resolution of the president of Seller authorizing the transactions contemplated hereby and the execution and delivery of the documents required to be executed and delivered hereunder.

(i) A written certificate stating that all representations and warranties contained in Section 7.01 remain, as of the Closing Date, true, correct, and complete in all material respects as when first made hereunder

(j) Counterparts of closing statements jointly prepared by Seller and the Hotel Owner or the Primary Owner, as applicable, reflecting the prorations and adjustments required under Section 5.06 of this Agreement and the balance of the Purchase Price due Seller as allocated between the Hotel Site and the Primary Site as agreed upon by the parties.

(k) A certified current list of all reservation deposits, which reservation deposits shall be credited to the Primary Owner at the Closing, and current bank statement reflecting same; and Seller certification that all cancelled reservations have been refunded.

(l) An assignment and assumption of contracts, warranties, permits, and licenses executed by Seller and assigning all Seller's right, title, and interest in the Assumed Contracts, Assumed Permits and Licenses, and Assumed Warranties and Guaranties.

(m) A notice to each vendor under the Assumed Contracts, if any, if required by the terms of such Assumed Contracts.

(n) Evidence of termination of all Service Contracts, if any, except for the Assumed Contracts which the Hotel Owner or the Primary Owner, as applicable, has elected to assume pursuant to Section 8.03 hereof, together with proof of payment in full by Seller of any and all liabilities, fees, costs, or other expenses of Seller resulting from the Service Contracts, the termination thereof and the release of the counterparties thereto.

(o) The Operating Agreements.

(p) Originals or, if originals are not in the possession or control of Seller, copies of Plans and Surveys, to the extent same are in Seller's possession or under Seller's control.

(q) All other documents necessary or otherwise reasonably required by the Escrow Agent and Title Insurance Company to consummate the transactions contemplated by this Agreement.

Section 5.03 Purchaser's Closing Deliverables. On the Closing Date, the Hotel Owner and the Primary Owner shall each deliver or cause to be delivered to Seller, each of the following documents, executed, certified, and acknowledged by the Hotel Owner and the Primary Owner, as appropriate:

(a) The balance of the Purchase Price as set forth in Section 3.01(b), as adjusted for apportionments pursuant to Section 5.05 of this Agreement and as allocated between the Hotel Site and the Primary Site as agreed upon by the parties.

(b) The Hotel Owner and the Primary Owner shall, where applicable, join with Seller in the execution and delivery of the closing documents and instruments required under Section 5.02 of this Agreement.

(c) Resolutions consistent with the Operating Agreements authorizing the transactions contemplated hereby and the execution and delivery of the documents required to be executed and delivered hereunder.

(d) All other documents reasonably necessary or otherwise required by the Escrow Agent or the Title Insurance Company to consummate the transactions contemplated by this Agreement.

Section 5.04 Closing Costs.

(a) Seller and Purchaser shall each pay the fees and expenses of its own counsel in connection with the preparation and negotiation of this Agreement. The Deed and other agreements and instruments related to the transaction contemplated by this Agreement and such legal costs shall not be part of the closing costs; provided, however, that if any legal action is instituted under this Agreement, the prevailing party in such action shall be entitled to recover from the other party costs related to such legal action, including

reasonable attorneys' fees and costs in all trial, appellate, post-judgment, and bankruptcy proceedings.

(b) Seller shall pay:

(i) All recording fees for the release of any liens on the Property, as required pursuant to the terms of this Agreement;

(ii) All Delinquent Property Taxes (as hereinafter defined) and associated expenses related thereto; and

(iii) Any and all costs incurred by Seller in connection with the preparation, review, and negotiation of this Agreement and the transactions and the Closing contemplated by this Agreement, including any attorneys' or consultancy fees.

(c) Purchaser shall pay:

(i) The costs charged by Purchaser's Title Insurance Company for the owner's policy; loan policy and all endorsements and the loan policy;

(ii) The costs related to the Survey and any other survey or survey update;

(iii) Any state/county/city/town transfer taxes and sales taxes payable in connection with the transaction contemplated by this Agreement

(iv) Escrow Agent's fees;

(v) Any other fees or costs incurred by Purchaser in connection with Purchaser's due diligence reviews or the transactions contemplated by this Agreement, including, without limitation, Purchaser's attorneys' fees; and

(vi) All costs related to the recording fees payable in connection with the recording of the Deed and Purchaser's lender's security instruments, if any.

Section 5.05 Apportionments. The following shall be apportioned as of 11:59 p.m. of the date immediately preceding the Closing Date, unless expressly provided for otherwise:

(a) All real estate taxes based on the fiscal year for which they are assessed and any assessments, provided, however, that if any such charges are payable by any tenant under a lease, such charges shall not be apportioned. If the Closing shall occur before a new tax rate is fixed, the apportionment of real estate taxes shall be upon the basis of the tax rate for the preceding fiscal period applied to the latest assessed valuation, however, adjustment shall be made when the actual tax amount is determined. If the Property shall be, or has been, affected by any assessments or special assessments payable in a lump sum or which are, or may become, payable in installments, of which the first installment is then

a charge or lien, or has already been paid, then at the Closing such amounts shall be paid in full by Seller. Purchaser acknowledges that Seller has informed Purchaser that real estate taxes for the Property are delinquent ("**Delinquent Property Taxes**") and Purchaser agrees that, until the Closing, Seller shall not be obligated to pay such Delinquent Property Taxes or any other real estate taxes that become due and payable prior the Closing; provided, however, Seller shall remain solely liable for the payment of such Delinquent Property Taxes at Closing, including, but not limited, to any late fees, interest or other expenses due to such Delinquent Property Taxes being past due. Seller shall take any and all actions necessary to redeem, payoff or otherwise terminate any such tax certificate at or prior to Closing.

(b) All water and sewer charges based on the fiscal year for which they are assessed, unless the meters are read on the date immediately preceding the Closing Date; provided that Purchaser shall be responsible for all utility hook up charges and related administrative fees.

(c) Utilities, fuel, gas, and electric charges based on most recently issued bills, unless the meters are read on the date immediately preceding the Closing Date; provided, however, that if any such charges are payable by any tenant under a lease, such charges shall not be apportioned.

(d) Administrative fees allowable by law on tenant security deposits.

(e) All other items customarily apportioned in connection with sales of property substantially similar to the Property in the State of Florida.

(f) Fees, charges, penalties, or costs assessed by any governmental organization.

Section 5.06 Miscellaneous. Any miscellaneous adjustments payable by either Purchaser or Seller, as the case may be, that occur at the Closing may be paid at the Closing by delivery of personal or business checks, provided, however, that such miscellaneous adjustments do not exceed ONE THOUSAND and 00/100 Dollars ($1,000.00). Any errors in calculations or apportionments shall be corrected or adjusted as soon as practicable after the Closing Date. The provisions of this Section 5.06 shall survive the Closing.

ARTICLE VI
TITLE MATTERS AND REVIEW

Section 6.01 Acceptable Title. Seller shall convey, and Purchaser shall accept, such title to the Property that Escrow Agent as authorized agent for Fidelity Title Insurance Company (the "**Title Insurance Company**") is willing to insure at regular rates, subject to the matters set forth in this Agreement. Seller shall convey, and Purchaser shall accept, fee simple title to the Property in accordance with the terms and conditions of this Agreement, and subject only to:

(a) The Permitted Exceptions; and

(b) Such other matters as any Title Insurance Company shall be willing to omit as exceptions to coverage or to except with insurance against collection out of or enforcement against the Property.

Section 6.02 Permitted Exceptions. The Property shall be sold, assigned, and conveyed by Seller to Purchaser, and Purchaser shall accept and assume same, subject only to the following matters (collectively, the "**Permitted Exceptions**"):

(a) Any and all present and future zoning, building, environmental, and other laws, statutes, ordinances, codes, rules, regulations, requirements, or executive mandates of all governmental authorities having jurisdiction with respect to the Property, including, without limitation, landmark designations and all zoning variances and special exceptions, if any.

(b) Possible encroachments and/or projections of stoop areas, roof cornices, window trims, vent pipes, cellar doors, steps, columns and column bases, flue pipes, signs, piers, lintels, windowsills, fire escapes, satellite dishes, protective netting; sidewalk sheds, ledges, fences, coping walls (including retaining walls and yard walls), air-conditioners, and the like, if any, on, under, or above any street or highway, the Property, or any adjoining property.

(c) The state of facts shown on that certain ALTA/NSPS Land Title Survey made by EDC, Inc. dated February 27, 2020 ("**Survey**") and any additional state of facts a new or updated survey or personal inspection would show.

(d) Taxes and assessments for the year of Closing which are not yet due and payable.

(e) Easements and other matters of record approved or deemed approved by Purchaser.

Section 6.03 Title.

(a) Within TEN (10) Business Days following the execution of this Agreement: (i) Purchaser shall cause the Title Insurance Company to deliver to Purchaser a commitment for owner's policy of title insurance from the Title Insurance Company, together with true, legible (to the extent available), and complete copies of any tax search, departmental or municipal searches, and all instruments giving rise to any defects or exceptions to title to the Property (collectively, the "**Title Commitment**"), which Title Commitment shall be delivered to counsel for both Purchaser and Seller concurrently; and (ii) Seller shall deliver to Purchaser a copy of the Survey, which Purchaser may cause to be updated at Purchaser's expense.

(b) Within FIFTEEN (15) days from Purchaser's receipt of the last of the Title Commitment and Survey, Purchaser shall review such items and deliver to Seller, in writing (the "**Title Objection Notice**"), such objections as Purchaser may have to anything

contained or set forth therein ("**Title Objections**"). Any items to which Purchaser does not object within the FIFTEEN (15) day review period shall be deemed to be approved by Purchaser and shall be part of the Permitted Exceptions as defined in Section 6.02 of this Agreement. Seller shall have TEN (10) days from Seller's receipt of the Title Objection Notice to provide written notice to Purchaser ("**Title Objection Response**") advising if Seller elects to: (i) attempt to cure certain Title Objections, whereupon Seller shall diligently take action to cure any such Title Objections identified by Seller in its notice to Purchaser within thirty (30) days, as may reasonably be extended by Seller to allow Seller to cure same (the "**Cure Period**"); or (ii) not cure some or all of the Title Objections. Seller shall use best efforts to eliminate any Title Objections it elects to attempt to cure pursuant to its Title Objection Response within the Cure Period. In the event Seller does not cure the Title Objections it elected to attempt to cure prior to the expiration of the Cure Period, or Seller elects not to cure some or all of the Title Objections as set forth in its Title Objection Response, Purchaser shall have the right to: (1) terminate this Agreement by written notice to Seller delivered within ten (10) days following the expiration of the Cure Period or Purchaser's receipt of Seller's Title Objection Response, as applicable, in which event Purchaser shall receive a refund of the Deposit and this Agreement shall thereupon be deemed terminated and of no further effect, and neither party hereto shall have any obligations to the other hereunder or by reason hereof, except for the provisions hereof that expressly survive termination of this Agreement; or (2) proceed to Closing hereunder with no reduction in the Purchase Price. All title exceptions which are approved or deemed approved by Purchaser shall constitute Permitted Exceptions for purposes hereof. Notwithstanding the foregoing: (A) subject to Sections 6.02(c) and 6.02(d) above, the standard preprinted exceptions set forth in the Title Commitment shall not constitute Permitted Exceptions for purposes hereof; and (B) all matters reflected on Schedule B-I of the Title Commitment shall be discharged and satisfied by Seller and/or Purchaser, as applicable, prior to Closing.

Section 6.04 Seller's Inability to Convey.

(a) Seller shall be required to cause to be released, satisfied, and removed of record as of the Closing Date: (i) any encumbrances which have been voluntarily recorded or otherwise placed, or permitted to be placed, by Seller against the Property on or following the Effective Date (other than with the prior written approval of Purchaser, which approval shall not be withheld, conditioned, or delayed with respect to the granting of Purchaser's approval in connection with requests for instruments to be recorded for the benefit of any utility or governmental authority but in all other cases in Purchaser's sole and absolute discretion); and (ii) any mortgages, deeds of trust, security instruments, financing statements, or other instruments which evidence or secure indebtedness, judgments, and liens against the Property, including, without limitation, mechanics' liens, tax liens and real estate taxes, including the Delinquent Property Taxes, water rates, and sewer rents and taxes, in each case, which were caused by the actions or omissions of Seller and are due and payable but which remain unpaid and/or of record as of the Closing Date ("**Voluntary Liens**"). Seller may use Seller's proceeds from the Purchase Price to discharge and remove of record any Voluntary Liens on the Closing Date, and if Seller fails to discharge and remove of record any Voluntary Liens on or prior to the Closing Date, Purchaser shall be entitled to deduct from the Purchase Price such amounts as may

be required to satisfy and discharge the matters required to be satisfied and discharged by Seller pursuant to the preceding sentence.

(b) Notwithstanding anything in this Section 6.04 above to the contrary, Purchaser may at any time accept such title as Seller can convey, without reduction of the Purchase Price or any credit or allowance on account thereof or any claim against Seller. The acceptance of the Deed by Purchaser shall be deemed to be full performance of, and discharge of, every agreement and obligation on Seller's part to be performed under this Agreement, except for such matters which are expressly stated to survive the Closing hereunder

Section 6.05 Violations. Purchaser agrees to purchase the Property subject to any and all notes or notices of violations of law or municipal ordinances, orders, designations, or requirements whatsoever noted in or issued by any federal, state, municipal, or other governmental department, agency, or bureau or any other governmental authority having jurisdiction over the Property (collectively, "**Violations**"), or any condition or state of repair or disrepair of the Property, whether or not noted, which, if noted, would result in a Violation being placed on the Property. Notwithstanding the foregoing, at Closing, Seller shall pay all fines and penalties assessed against the Property, if any.

ARTICLE VII
REPRESENTATIONS AND WARRANTIES

Section 7.01 Seller's Representations and Warranties. Seller represents and warrants to Purchaser on and as of the date of this Agreement and on and as of the Closing Date, as follows:

(a) Seller is duly organized, validly existing, and in good standing under the laws of the State of FLORIDA and has the requisite power and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.

(b) The execution, delivery, and performance of this Agreement by Seller and all agreements, instruments, and documents herein provided to be executed by Seller on the Closing Date: (i) do not violate the entity documents of Seller, or any contract, agreement, commitment, lease, order, judgment, or decree to which Seller is a party; and (ii) have been duly authorized by the resolutions of the manager of Seller and the appropriate and necessary action has been taken by such manager on the part of Seller. The individuals executing this Agreement and the instruments referenced herein on behalf of Seller have the legal power, right, and actual authority to bind Seller to the terms and conditions hereof and thereof. This Agreement is valid and binding upon Seller, subject to bankruptcy, reorganization, and other similar laws affecting the enforcement of creditors' rights generally.

(c) To Seller's knowledge, neither the execution, delivery, or performance of this Agreement, nor the consummation of the transactions contemplated hereby is prohibited by, or requires Seller to obtain any consent, authorization, approval, or

registration under any law, statute, rule, regulation, judgment, order, writ, injunction, or decree which is binding upon Seller which has not been previously obtained.

(d) Seller is not a "foreign person" within the meaning of Section 1445 of the Code.

(e) Except for what was disclosed in writing by Seller to Purchaser, there is no litigation, arbitration, or other legal or administrative suit, action, proceeding, or investigation pending or threatened against or involving Seller or the ownership or operation of the Property, including, but not limited to, any condemnation action relating to the Property.

(f) Seller has not entered into any service, maintenance, supply, leasing, brokerage, and listing and/or other contracts relating to the Property (along with all amendments and modifications thereof, the "**Service Contracts**") which shall be binding upon the Purchaser after the Closing, other than the Assumed Contracts. Seller has performed all its obligations under each of the Service Contracts and to Seller's knowledge, no fact or circumstance has occurred which, by itself or with the passage of time or the giving of notice or both, would constitute a default by any party under any of the Service Contracts. Seller has delivered to Purchaser true, correct, and complete copies of all Service Contracts.

(g) Seller has not received, except as disclosed in writing to Purchaser, notice of any material violation of any law or municipal ordinance, order, or requirement noted or issued against the Property by any governmental authority having jurisdiction over the Property, that has not been cured, corrected, or waived as of the Effective Date.

(h) Seller has delivered or made available to Purchaser complete copies of all the Due Diligence Materials to the extent in Seller's possession or under Seller's control with regard to the Property, and to Seller's knowledge there are no other documents or information included within the definition of Due Diligence Materials that have not been provided to the Purchaser. To Seller's knowledge, none of such Due Diligence Materials contains any untrue statement of a material fact or omits to state a fact necessary to make the statement of fact contained therein not misleading in any material respect.

(i) To Seller's knowledge, the Hazardous Materials disclosed in the Due Diligence Materials have been properly remediated as evidenced by Seller's receipt of that certain Groundwater Monitoring Well Abandonment Report dated August 28, 2023, prepared by Andersen Andre Consulting Engineers, Inc. under File Number 22-156, a copy of which is which are attached hereto as Exhibit C, and Seller has not placed, installed or stored any Hazardous Materials at, on, in, or under the Property, and to Seller's knowledge no such Hazardous Materials are otherwise existing at, on, in, or under the Property in violation of any Environmental Laws. "**Hazardous Materials**" means "Hazardous Material," "Hazardous Substance," "Pollutant or Contaminant," and "Petroleum" and "Natural Gas Liquids," as those terms are defined or used in CERCLA, and any other substances regulated because of their effect or potential effect on public health and the environment, including PCBs, lead paint, asbestos, urea formaldehyde, radioactive

materials, putrescible materials, and infectious materials. "**Environmental Laws**" means, without limitation, the Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act and other federal, state, county, municipal, and other local laws governing or relating to Hazardous Materials or the environment together with their implementing regulations, ordinances, and guidelines.

(j) Seller has not: (i) filed any voluntary or had involuntarily filed against it in any court or with any governmental body pursuant to any statute either of the United States or of any State, a petition in bankruptcy or insolvency or seeking to effect any plan or other arrangement with creditors, or seeking the appointment of a receiver; (ii) had a receiver, conservator, or liquidating agent or similar person appointed for all or a substantial portion of its assets; (iii) suffered the attachment or other judicial seizure of all, or substantially all, of its assets; (iv) given notice to any person or governmental body of insolvency; or (v) made an assignment for the benefit of its creditors or taken any other similar action for the protection or benefit of its creditors. Seller is not insolvent and shall not be rendered insolvent by the performance of its obligations under this Agreement.

(k) Intentionally omitted.

(l) Seller is not, and shall not become, a person or entity with whom United States persons or entities are restricted or prohibited from doing business under regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of the Treasury (including those named on OFAC's specially designated and blocked persons list) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and shall not engage in any dealings or transactions or be otherwise associated with such persons or entities.

(m) The representations and warranties set forth in this Section 7.01 shall be continuing and shall be true and correct in all material respects as of the Closing Date with the same force and effect as if made at that time. Subject to the terms and conditions of Article XI, the representations and warranties of Seller set forth in this Section 7.01 shall survive the Closing and shall not be affected by any investigation, verification, or approval by any party or anyone on behalf of any party to this Agreement.

(n) Except for the lease for approximately 1,200 square feet of restaurant space at the Property to be granted to Indian River State College pursuant to Section 8.01(c) below, no person, party, entity, or otherwise currently possesses or has the option to possess a leasehold interest in the Property.

Section 7.02 Purchaser's Representations and Warranties. Purchaser represents and warrants that:

(a) Purchaser is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware, is qualified to conduct business in the State of Florida, and has the requisite power and authority to enter into this

Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.

(b) The execution, delivery, and performance of this Agreement by Purchaser and all agreements, instruments, and documents herein provided to be executed by Purchaser on the Closing Date: (i) do not violate the operating agreement of Purchaser, or any contract, agreement, commitment, lease, order, judgment, or decree to which Purchaser is a party; and (ii) have been duly authorized by the resolutions of the manager of Purchaser and the appropriate and necessary action has been taken by such manager on the part of Purchaser. The individuals executing this Agreement and the instruments referenced herein on behalf of Purchaser have the legal power, right, and actual authority to bind Purchaser to the terms and conditions hereof and thereof. This Agreement is valid and binding upon Purchaser, subject to bankruptcy, reorganization, and other similar laws affecting the enforcement of creditors' rights generally.

(c) Neither the execution, delivery, or performance of this Agreement, nor the consummation of the transactions contemplated hereby is prohibited by, or requires Purchaser to obtain any consent, authorization, approval, or registration under any law, statute, rule, regulation, judgment, order, writ, injunction, or decree which is binding upon Purchaser which has not been previously obtained.

(d) Purchaser is not a person or entity with whom United States persons or entities are restricted or prohibited from doing business under regulations OFAC (including those named on OFAC's specially designated and blocked persons list) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and shall not engage in any dealings or transactions or be otherwise associated with such persons or entities.

(e) To the best of its knowledge, there are no judgments, orders, or decrees of any kind against Purchaser unpaid or unsatisfied of record, nor any actions, suits, or other legal or administrative proceedings pending or, to the best of Purchaser's actual knowledge, threatened against Purchaser, which would have any material adverse effect on the business or assets or the condition, financial or otherwise, of Purchaser or the ability of Purchaser to consummate the transactions contemplated by this Agreement.

(f) The representations and warranties set forth in this Section 7.02 shall be continuing and shall be true and correct in all material respects as of the Closing Date with the same force and effect as if made at that time. The representations and warranties set forth in this Section 7.02 shall survive the Closing and shall not be affected by any investigation, verification, or approval by any party or anyone on behalf of any party to this Agreement.

Section 7.03 Bring Down Certificate. Seller and Purchaser shall each deliver a bring down certificate reaffirming the accuracy and truthfulness of each of their representations and warranties in Section 7.01 and 7.02 (or, if any has ceased to be true, so indicating), and providing that such representations and warranties shall survive the

Closing and the delivery of the Deed at Closing in accordance with the terms and conditions of this Agreement.

ARTICLE VIII
SELLER'S COVENANTS

Section 8.01 Leases. During the period from the Effective Date until the Closing Date, Seller shall not:

(a) Without Purchaser's consent, enter into any agreements ("**Reservation Agreements**") providing for new reservation deposits, or submit or consider any proposal for a new reservation deposit. Purchaser agrees to honor all reservations and Reservation Agreements, that have not otherwise cancelled, which exist as of the Closing.

(b) Enter into any new agreements with any brokers in connection with any prospective buyers for new reservation deposits from the date of this Agreement through the Closing Date, or earlier termination of this Agreement, without Purchaser's consent and Purchaser shall assume at the Closing all obligations under such agreements. There shall be no apportionment between Seller and Purchaser of any commission payments arising under such agreements and originating from prospective tenants who after the Closing Date become tenants of the Property. Purchaser shall pay all commissions and other financial obligations with respect to leases executed after the execution of this Agreement.

(c) Purchaser acknowledges that Seller is obligated to donate approximately 1,200 square feet of restaurant space at the Property to Indian River State College pursuant to the material lease terms attached hereto as Exhibit D. Purchaser acknowledges that the terms set forth in Exhibit D remain subject to the reasonable approval of Indian River State College; provided, however, the only obligations in the lease that Purchaser shall be required to donate to Indian River State College are: (i) the Base Rent of $42,000.00 annually; and (ii) the one time Tenant Improvement Allowance of $42,000.00, and Indian River State College shall be solely liable for all other costs and expenses related to the construction, occupancy and use of the donated restaurant space throughout the term of the lease. At Closing, Seller and Purchaser shall execute and record in the public records a memorandum of agreement pursuant to which Purchaser shall agree to grant such lease, and Purchaser shall indemnify, defend, and hold the Seller harmless from, any and all claims, losses, damages, liabilities, and expenses (including, without limitation, reasonable attorneys' fees and disbursements) arising in connection with any failure by Purchaser to grant such lease. The foregoing indemnification shall survive the Closing.

Section 8.02 Maintenance and Repairs. During the period from the Effective Date until the Closing Date, Seller shall cause the Property, and the Improvements, to be maintained in substantially the same manner as prior to the date of this Agreement pursuant to Seller's normal course of business. Seller shall not cause or make any new improvements, alterations, or demolition to the Property.

Section 8.03 Service Contracts. Following the Effective Date, Seller shall not enter into any new Service Contract which is not terminable on thirty (30) days prior notice without Purchaser's prior written consent, which may be withheld in Purchaser's sole discretion. Purchaser shall identify all Service Contracts to be terminated at or prior to the Closing within THIRTY (30) days after the Effective Date, and Seller shall, at its sole cost and expense, terminate the Service Contracts so identified. Purchaser shall assume all other Service Contracts (including any new Service Contracts entered into by Seller in accordance with this Section 8.03) (the "**Assumed Contracts**"). Notwithstanding the foregoing Seller shall terminate the Management Agreement and any leasing broker listing agreements for the Property effective as of the Closing.

Section 8.04 Municipal Agreement. Purchaser acknowledges that Seller, the City of Fort Pierce (the "**City**"), and the Fort Pierce Redevelopment Agency ("**FPRA**") are parties to that certain Amended and Restated Agreement for Development of King's Landing dated February 8, 2022, and recorded in Official Records Book 4775, Page 2707, of the Public Records of St. Lucie County, as amended by that certain First Amendment to Amended and Restated Agreement for Development of King's Landing dated November 21, 2022, and recorded in Official Records Book 4919, Page 632, of the Public Records of St. Lucie County, and as amended by that certain Second Amendment to Amended and Restated Agreement for Development of King's Landing dated August 13, 2024, and recorded in Official Records Book 5192, Page 666, of the Public Records of St. Lucie County (collectively, as amended, the "**Municipal Agreement**"). Purchaser and Seller agree that this Agreement shall not become effective until Seller, the City, and FPRA have executed a third amendment to the Municipal Agreement (the "**Third Amendment**") approving this Agreement, and that the effective date of this Agreement shall be the date on which the Third Amendment is fully executed, delivered by the parties to it, and recorded in the public records of St. Lucie County, Florida ("**Effective Date**"). Purchaser and Seller also agree that this Agreement shall be subject to the applicable terms and conditions set forth in the Municipal Agreement, and that the Land will be conveyed at Closing subject to the Municipal Agreement. Seller will use commercially reasonable efforts to cause City and FPRA to acknowledge in the Third Amendment the delivery of items under the Municipal Agreement by Purchaser on behalf of Seller. If the Third Amendment is not executed on or before THIRTY (30) days from the full execution of this Agreement, then this Agreement shall terminate and be of no further force and effect. From and after the Effective Date, Purchaser shall comply with and perform the Seller's obligations under the Municipal Agreement, and Purchaser agrees that any failure to perform the Seller's obligations under the Municipal Agreement shall be a default under this Agreement. Purchaser shall also indemnify, defend, and hold the Seller harmless from, any and all claims, losses, damages, liabilities, and expenses (including, without limitation, reasonable attorneys' fees and disbursements) arising in connection with any failure by Purchaser to perform such obligations under the Municipal Agreement, and the foregoing indemnification shall survive the Closing or any earlier termination of this Agreement. Purchaser shall submit the Site Plan to the City for approval by no later than May 31, 2025.

ARTICLE IX
RISK OF LOSS

Section 9.01 Risk of Loss. If prior to the Closing Date any portion of the Property shall be taken by condemnation or eminent domain or damaged or destroyed by fire or other casualty, neither party shall have the right to cancel this Agreement, except as otherwise provided in Section 9.02 of this Agreement. If this Agreement is not terminated in strict accordance with such Section 9.02, Purchaser shall purchase the Property in accordance with this Agreement, and the Purchase Price shall not be reduced; provided, however, that Seller's rights to any award resulting from such taking or any insurance proceeds resulting from such fire or other casualty shall be assigned by Seller to Purchaser at the Closing. Purchaser shall also receive a credit against the Purchase Price for any deductible applicable under any insurance policy (less any reasonable sums expended by Seller for repair or restoration through the Closing Date). Purchaser and Seller hereby irrevocably waive the provision of any statute that provides for a different outcome or treatment if the Property shall be taken or damaged or destroyed by fire or other casualty.

Section 9.02 Major Taking or Casualty. If prior to the Closing Date any portion of the Property shall be: (a) taken by any condemnation or eminent domain which permanently and materially impairs the current use of the Property; or (b) damaged or destroyed by fire or other casualty and the cost of repair exceeds ONE HUNDRED THOUSAND and 00/100 Dollars ($100,000.00), then Purchaser may terminate this Agreement by giving Seller written notice thereof ("**Purchaser's Termination Notice**") FIFTEEN (15) days from the date Purchaser receives written notice of any such taking, fire, or other casualty. Upon receipt of Purchaser's Termination Notice, Seller shall refund to Purchaser the Deposit and upon such refund being made, this Agreement shall terminate and neither party shall have any further rights and/or obligations with respect to each other or this Agreement, except for any obligations that expressly survive termination of this Agreement.

ARTICLE X
NOTICES

Section 10.01 Delivery of Notices. Unless specifically stated otherwise in this Agreement, all notices, demands, consents, approvals, waivers, or other communications (for purposes of this Section 10.01 collectively referred to as "**Notices**") shall be in writing and delivered to Purchaser, Seller, or Escrow Agent, at the addresses set forth in Section 10.02, by one of the following methods:

(a) Personal delivery, whereby delivery is deemed to have occurred at the time of delivery;

(b) Overnight delivery by a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the Business Day following deposit with the courier;

(c) Registered or certified mail, postage-prepaid, return receipt requested, whereby delivery is deemed to have occurred on the third Business Day following deposit with the U.S. Postal Service; or

(d) Electronic transmission (facsimile or email) provided that such transmission is completed no later than 5:00 p.m. Eastern on a Business Day.

Section 10.02 Parties' Addresses.

(a) Unless changed in accordance with Section 10.02(b) of this Agreement, the addresses for all communications and notices shall be as follows:

If to Seller:

Audubon Development, Inc.
P.O. Box 981
Palm Beach, FL 33480
Attn: Dale Matteson
Email: dale@audubondevelopment.com

With a copy to:

Jones Foster P.A.
350 Royal Palm Way, Suite 406
Palm Beach,. FL 33480
Attention: Ben Alexander
Email: balexander@jonesfoster.com

If to Purchaser:

Name: LIVE OAK HOLDINGS GROUP, LLC
Address: 100 N Laura Street, Suite 900, Jacksonville,
Fl 32202
Telephone:904-497-1500
Attention: Paul Bertozzi
Email:paulb@liveoakcontracting.com

With a copy to:

Name: Lippes Mathias, LLP
Address: 10151 Deerwood Park Blvd

Building 300, Suite 300

Jacksonville, Fl 32256
Telephone:904-660-0020
Attention: Christopher Walker
Email:cwalker@lippes.com
Facsimile:

If to Escrow Agent:

Name: Lippes Mathias, LLP
Address: 10151 Deerwood Park Blvd

Building 300, Suite 300
Jacksonville, Fl 32256
Attention: Christopher Walker
Email: cwalker@lippes.com
Facsimile:

(b) Any party may, by notice given in accordance with this Article, designate a different address or person for receipt of all communications or notices.

(c) Any notice under this Agreement may be given by the attorneys of the respective parties who are hereby authorized to do so on their behalf.

ARTICLE XI
REMEDIES

Section 11.01 Remedies.

(a) If Purchaser shall default in the observance or performance of Purchaser's obligations under this Agreement and the Closing does not occur as a result thereof (a "**Purchaser Default**"), Seller's sole and exclusive remedy shall be to retain the Deposit, and any interest earned thereon, as liquidated damages for Purchaser's Default, upon which this Agreement shall be terminated, and the parties shall be released from further liability to each other hereunder, except for those obligations and liabilities that are expressly stated to survive termination of this Agreement. SELLER AND PURCHASER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES WHICH SELLER MAY SUFFER UPON A PURCHASER DEFAULT AND THAT THE DEPOSIT AND ANY INTEREST EARNED THEREON, AS THE CASE MAY BE, REPRESENTS A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER UPON A PURCHASER DEFAULT. SUCH LIQUIDATED AND AGREED DAMAGES ARE NOT INTENDED AS A FORFEITURE OR A PENALTY WITHIN THE MEANING OF APPLICABLE LAW.

(b) If Seller shall default in the performance of any of Seller's obligations to be performed under this Agreement and the Closing does not occur as a result thereof (a "**Seller Default**"), Purchaser's sole and exclusive remedy shall be to either: (i) terminate this Agreement by delivery of written notice to Seller and Seller shall return the Deposit to

Purchaser whereupon this Agreement shall terminate and neither party shall have any further rights or obligations with respect to each other or this Agreement, except those that are expressly provided in this Agreement to survive the termination hereof; or (ii) continue this Agreement and seek specific performance of Seller's obligations hereunder, provided that any such action for specific performance must be commenced within THIRTY (30) days after such default. Notwithstanding the foregoing, if Seller shall willfully default in its obligation to close the transaction hereunder on the Closing Date and specific performance shall not be a legally available remedy to Purchaser as a result thereof, then Purchaser shall: (x) have the right to receive a return of the Deposit; and (y) be entitled to (and Seller shall reimburse Purchaser for) Purchaser's Costs (which reimbursement obligation shall survive the termination of this Agreement). The term "**Purchaser's Costs**" is defined for the purpose of this Agreement as the expenses, if any, actually incurred by Purchaser from and after the Effective Date for: (i) title examination, survey, and municipal searches, including the issuance of Purchaser's Title Commitment and any continuation thereof, without issuance of a title insurance policy; (ii) fees paid to Purchaser's engineer for preparing any environmental and engineering reports with respect to the Property; and (iii) the actual and reasonable third-party costs incurred by Purchaser in connection with the negotiation of this Agreement and Purchaser's due diligence with respect to the Property, including, without limitation, reasonable attorneys' fees; provided, however that in no event shall the Purchaser's Costs exceed FIVE HUNDRED THOUSAND and 00/100 Dollars ($500,000.00).

(c) Upon the release of the Deposit to Purchaser (if applicable) and reimbursement of Purchaser's Costs (if applicable), this Agreement shall be deemed null and void and no party hereto shall have any obligations to, or rights against, the other hereunder, except as expressly provided herein.

ARTICLE XII
INTENTIONALLY OMITTED

ARTICLE XIII
CONFIDENTIALITY AND PRESS RELEASE

Section 13.01 Confidentiality. Each party covenants and agrees not to communicate: (a) the terms or any aspect of this Agreement and the transactions contemplated hereby; and (b) the content of any and all information in respect of the Property which is supplied by either party (collectively, the "**Confidential Information**") to any person or entity, without the express written consent of such party; provided, however, that a party may, without consent, disclose the Confidential Information: (i) to its respective advisors, consultants, attorneys, accountants, partners, investors, and lenders (the "**Transaction Parties**") without the express written consent of the disclosing party, so long as any such Transaction Parties to whom disclosure is made shall also agree to keep all such information confidential in accordance with the terms hereof; (ii) to the City, the FPRA, or otherwise as required to perform the obligations required by the Municipal Agreement, and (iii) if disclosure is required by law or by regulatory or judicial process or pursuant to any regulations promulgated by the New York Stock Exchange or other

public exchange for the sale and purchase of securities, provided that in such event the disclosing party shall notify the other party in writing of such required disclosure, shall exercise all commercially reasonable efforts to preserve the confidentiality of the Confidential Information, including, without limitation, reasonably cooperating with the other party to obtain an appropriate order or other reliable assurance that confidential treatment shall be accorded such Confidential Information by such tribunal and shall disclose only that portion of the Confidential Information which it is legally required to disclose. The foregoing confidentiality obligations shall not apply to the extent that any such Confidential Information is a matter of public record or is provided in other sources readily available to the real estate industry other than as a result of disclosure by a party or its Transaction Parties. Each party shall indemnify, defend, and hold the other party harmless from, any and all claims, losses, damages, liabilities, and expenses (including, without limitation, reasonable attorneys' fees and disbursements) arising in connection with such party's obligations under this Section 13.01 and/or the disclosure of any Confidential Information by such party and/or by such party's Transaction Parties in violation of this Section 13.01.

Section 13.02 Return or Destruction of Confidential Information. As of the Closing Date or in the event of a termination of this Agreement, if applicable, such confidentiality shall be maintained by the parties and all Confidential Information in accordance with the written request of either party shall be either promptly: (a) returned to the disclosing party; or (b) destroyed by the nondisclosing party, with any such destruction confirmed in writing.

Section 13.03 No Press Release; Publicity. Prior to the Closing Date: (a) no press releases or public statements shall be issued or made by either Seller or Purchaser with respect to the transactions contemplated by this Agreement; and (b) Purchaser and Seller shall confer and agree on a press release to be issued jointly by Purchaser and Seller disclosing the transaction and the appropriate time for making such release. At no time, whether prior to or following the Closing Date, shall either Purchaser or Seller issue any press releases (or other public statements) with respect to the transactions contemplated in this Agreement which disclose the Purchase Price or contain any mention of the other Party to this Agreement without the approval of such other Party, which approval may be withheld in such other Party's sole and absolute discretion.

Section 13.04 Survival. The provisions of this Article shall survive the Closing or earlier termination of this Agreement.

ARTICLE XIV
BROKERS

Section 14.01 Brokers. Purchaser and Seller each represent and warrant to each other that they dealt with no broker in connection with, nor has any broker had any part in bringing about this transaction.

Section 14.02 Survival. The provisions of this Article XIV shall survive the Closing or the termination of this Agreement prior to the Closing.

ARTICLE XV
MISCELLANEOUS

Section 15.01 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida

Section 15.02 Merger; No Representations. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. This Agreement is entered into after full investigation, no party is relying upon any statement or representation, not set forth in this Agreement, made by any other party.

Section 15.03 No Survival. Except as otherwise provided in this Agreement, no representations, warranties, covenants, or other obligations of Seller set forth in this Agreement shall survive the Closing and no action based thereon shall be commenced after the Closing.

Section 15.04 Business Days. Whenever any action must be taken (including the giving of notices) under this Agreement during a certain time period (or by a particular date) that ends or occurs on a nonbusiness day, then such period (or date) shall be extended until the next succeeding Business Day. As used herein, the term **"Business Day"** shall mean any day other than a Saturday, a Sunday, or a legal holiday on which national banks are not open for general business in the State of Florida.

Section 15.05 Modifications and Amendments. This Agreement cannot under any circumstance be modified or amended orally and no agreement shall be effective to waive, change, modify, terminate, or discharge this Agreement, in whole or in part, unless such agreement is in writing and is signed by both Seller and Purchaser.

Section 15.06 Successors and Assigns; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs or successors and permitted assigns. Purchaser shall have the right to assign, transfer, or convey its rights and obligations under this Agreement or in the Property, without the prior written consent of Seller, to: (i) an affiliate or related entity of Purchaser under the majority ownership and control of the principals of Purchaser; (ii) Hotel Owner; or (iii) Primary Owner; provided, however, that any assignee shall assume all Purchaser's obligations hereunder and succeed to all Purchaser's rights and remedies hereunder, written notice to Seller of the assignment and assumption must be delivered to Seller prior to the Closing, and Purchaser shall be released from its obligations under this Agreement, specifically excluding any of Purchaser's indemnification obligations and its obligations as to the Municipal Agreement with the City under this Agreement, for which Purchaser shall remain obligated.

Section 15.07 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect, invalidate, or render unenforceable any other term or provision of this

Agreement. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

Section 15.08 Further Assurances. Each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby, provided such documents are customarily delivered in real estate transactions in the State of Florida and do not impose any material obligations upon any party hereunder except as set forth in this Agreement.

Section 15.09 Counterparts. This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument.

Section 15.10 Headings. The captions or paragraph titles contained in this Agreement are for convenience and reference only and shall not be deemed a part of the text of this Agreement.

Section 15.11 No Waivers. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party providing the waiver. No waiver by either party of any failure or refusal to comply with any obligations under this Agreement shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

Section 15.12 No Offer. This Agreement shall not be deemed an offer or binding upon Seller or Purchaser until this Agreement is fully executed and delivered by Seller and Purchaser.

Section 15.13 Waiver of Jury Trial. SELLER AND PURCHASER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER ARISING IN TORT OR CONTRACT) BROUGHT BY SUCH PARTY AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

Section 15.14 Time of the Essence. The parties hereto acknowledge and agree that, except as otherwise expressly provided in this Agreement, TIME IS OF THE ESSENCE for the performance of all actions (including, without limitation, the giving of Notices, the delivery of documents, and the funding of money) required or permitted to be taken under this Agreement. Whenever action must be taken (including, without limitation, the giving of Notice, the delivery of documents, or the funding of money) under this Agreement, prior to the expiration of, by no later than, or on a particular date, unless otherwise expressly provided in this Agreement, such action must be completed by 11:59 p.m. Eastern on such date, provided that such action must be completed by 4:00 p.m.

Eastern with respect to the payment of the balance of the Purchase Price and other payments by Purchaser on the Closing Date. However, notwithstanding anything to the contrary herein, whenever action must be taken (including, without limitation, the giving of Notice, the delivery of documents, or the funding of money) under this Agreement prior to the expiration of, by no later than, or on a particular date that is not a Business Day, then such date shall be extended until the immediately following Business Day.

Section 15.15 Force Majeure Event. Is hereby defined as any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorism, terrorist activities, inability to obtain services, labor, or materials or reasonable substitutes therefore, governmental actions, civil commotions, fire, flood, tornado, hurricane earthquake or other casualty, pandemic, and other causes beyond the reasonable control of the party obligated to perform under this Agreement (collectively, a "**Force Majeure Event**"). Except as otherwise set forth herein, a Force Majeure Event shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Agreement specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure Event. In the event a Force Majeure Event prevents performance by a party, such party shall give written notice to the other party within five (5) days after the commencement of the Force Majeure Event, which notice shall identify the nature and expected duration of the Force Majeure Event.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

PURCHASER:

LIVE OAK HOLDINGS GROUP, LLC, a Florida limited liability company

By: _____
Name: Paul Scotese
Title: President

SELLER:

AUDUBON DEVELOPMENT, INC., a Florida corporation

By: Dale Matteson _____
Name: Dale Matteson
Title: President and CEO

Exhibit A

Legal Description

PARCEL A:

Being a parcel of land lying in Block "A", according to AARON LEE'S MAP OF FORT PIERCE, as recorded in Plat Book 1, Page 189 of the Public Records of St. Lucie County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of Lot 8, Block F, of said AARON LEE'S MAP OF FORT PIERCE, proceed North 18°44'11" West along the West line of Block F and the East Right-of-Way line of North 2nd Street (formerly known as Pine Street, as shown on said AARON LEE'S MAP OF FORT PIERCE and being a 50.00-foot-wide Public Right-of-Way), a distance of 254.00 feet to the Southwest corner of Lot 2 of said Map of Fort Pierce, said corner being the POINT OF BEGINNING; thence North 18°44'11" West, along the West line of Lots 2 and 1 and East Right-of-Way line of said 2nd Street a distance of 69.41 feet to a point of intersection with the East Right-of-Way line of the adjusted North 2nd Street; thence North 32°17'09" West, along said East Right-of-Way line, a distance of 371.24 feet to a point on the 3.50-foot-wide concrete bulkhead bounding Moore's Creek; thence along said bulkhead the following (5) courses and distances: North 56°42'22" East, a distance of 44.68 feet; thence North 65° 10'23" East, a distance of 179.28 feet; thence North 74 04'13" East, a distance of 71.16 feet; thence North 63 51'02" East, a distance of 224.31 feet; thence North 61 33'56 East, a distance of 29.63 feet to a point on the Westerly Right-of-Way line of Indian River Drive (s variable width Right-of-Way), as shown on the State of Florida State Road Department Right-of-Way Map Section 94500, last revised October 5, 1960; thence South 18 43'54" East, along said Westerly Right-of-Way line, a distance of 491.42 feet to a point on the Easterly prolongation of the Southerly line of said Lot 2, and Lot 3, said Block F; thence South 71 18'49" West, along said Easterly prolongation, and the South line of Lot 3, and 2, a distance of 457.21 feet to the POINT OF BEGINNING.

TOGETHER WITH PARCEL B (NORTH):

Being a parcel of land lying in Block "A" and a portion of Lot 1, Block "B", according to AARON LEE'S MAP OF FORT PIERCE, as recorded in Plat Book 1, Page 189, of the Public Records of St. Lucie County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of Lot 8, Block F, of said AARON LEE'S MAP OF FORT PIERCE, proceed North 18°44'11" West along the West line of Block F and the East Right-of-Way line of North 2nd Street (formerly known as Pine Street, as shown on said and being a 60.00-foot-wide Public Right-of-Way), a distance of 323.41 feet to a point of intersection with the East Right-of-Way line of the adjusted North 2nd Street; thence North 32°17'09" West, along said East Right-of-Way line, a distance of 371.24 feet to a point on the 3.50-foot-wide concrete bulkhead bounding Moore's Creek; thence continue North 32°17'09" West, a distance of 44.51 feet to a point on the Northerly 3.50-foot-wide concrete bulkhead, said point being the POINT OF BEGINNING; thence North 32°17'09" West, departing said Creek, and along said East Right-of-Way line , a distance of 53.76 feet to a point on the West line of Lot 1, Block "B"; thence North 18°44'11" West, a distance of 67.04 feet to the Northwest corner of said Lot 1, and a point on the South Right-of-Way line of Avenue C (formerly known as Seminole Avenue as shown on said AARON LEE'S MAP OF FORT PIERCE); thence North 71°02'48" East, departing said Northwest corner and along said South Right-of-Way line, a distance of 304.27 feet to the West line of the East 92.7 feet of Lot 1 of Block "A" of said AARON LEE'S MAP OF FORT PIERCE; thence South 18°43'54" East, a distance of 103.40 feet to a point on the Northerly 3.50-foot-wide concrete bulkhead bounding Moore's Creek; thence along said concrete bulkhead the following (4) courses and distances: South 74°39'15" West, a distance of 51.85 feet; thence South 65°37'46" West, a distance of 181.91 feet; thence South 70°48'08" West, a distance of 53.29 feet; thence South 53°00'56" West, a distance of 5.89 feet to the POINT OF BEGINNING.

TOGETHER WITH PARCEL C (WEST):

A parcel of land being Lots 5 and 6 of Block "E", portions of Lots 7 and 8 of Block "E", a portion of Avenue "B: as shown on AARON LEE'S MAP OF FORT PIERCE, as recorded in Plat Book 1, Page 189, together with Lot 1 and the West 3.50 feet of Lot 2 of the New Subdivision Block E of AARON LEE'S MAP OF FORT PIERCE, as recorded in Plat Book 1, Page 192 of the Public Records of St.

Lucie County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of Lot 8, Block F, of said AARON LEE'S MAP OF FORT PIERCE, proceed South 71°18'49" West, along the Easterly prolongation of the South line of Block "E" and along said South line, a distance of 310.00 feet to the POINT OF BEGINNING: thence continue along said South Block line South 71°25'01" West, a distance of 8.93 feet to a point on the East Right-of-Way line of the Florida East Coast Railroad as shown on the Station Map, Southern Division, Florida East Coast Railway Company Flagler System Station 12741+93.7 to Station 12796+90.0, dated September 5, 1944; thence North 18°21'33" West, along said Easterly Right-of-Way line, a distance of 400.00 feet (to) a point on the North line of Lot 7, said Block "E", said North line also being the South Right-of-Way line of Avenue "B", being formerly known as Tropical Avenue as shown on aforementioned AARON LEE'S MAP OF FORT PIERCE (a 65.00-foot-wide Right-of-Way); thence South 71°18'49" West, a distance of 42.46 feet; thence North 18°49'01" West, a distance of 65.00 feet; thence North 71°18'49"East, a distance of 40.00 feet; thence North 18°49'01" West, a distance of 72.51 feet to a point on the South Top of Bank of Moore's Creek; thence along said South Top of Bank the following (4) courses and distances; North 49°57'34" East, a distance of 64.50 feet; thence North 33°59'38" East , a distance of 70.44 feet; thence North 31°08'29" East, a distance of 82.06 feet; thence North 0°15'54" East, a distance of 14.97 feet to a point on the Westerly Right-of-Way line of the adjusted 2nd Street (a 60.00 -foot-wide Public Right-of-Way); thence South 32°17'09" East, along said Westerly Right-of-Way line, a distance of 320.88 feet to a point on the Westerly Right-of-Way line of 2nd Street as shown on aforementioned AARON LEE'S MAP OF FORT PIERCE; thence South 18°44'11" East, along said Westerly Right-of-Way line, a distance of 8.92 feet to a point on the Southerly line of Lot 1, said Block "E"; thence South 71°18'49" West, along said Southerly line, a distance of 146.50 feet to a point of intersection with a line lying and being 3.50 feet East of and parallel with the West line of Lot 2, said Block "E"; thence South 18°44'11" East, a distance of 50.00 feet to the South line of said Lot 2, said line also being the North line of Lot 3, said Block "E"; thence South 71°18'49" West, along said North Lot line, a distance of 3.50 feet to the West line of said Lot 3; thence South 18°44'11" East, along the West line of Lots 3 and 4 and the Southerly prolongation thereof, a distance of 115.00 feet to a point on a line lying and being 15.00 feet South of and parallel with the Northerly Right-of-Way line of Church Street, formerly know as Palm Terrace on the aforementioned AARON LEE'S MAP OF FORT PIERCE (a 50.00-foot-wide Right-of-Way); thence South 71°18'49" West, along said parallel line, a distance of 100.00 feet to a point of intersection with the Northerly prolongation of the West line of Lot 9, said Block "E"; thence South 18°44'11" East, along said prolongated line and West line of Lot 9 a distance of 185.00 feet to the POINT OF BEGINNING.

LESS AND EXCEPT:

Lots 1 through 10, King's Lane (Private Access Tract), and Drainage Tract, Villas at Kings Landing, according to the plat thereof as recorded in Plat Book 119, Pages 11 and 12, Public Records of St. Lucie County, Florida.

Exhibit B

DUE DILIGENCE MATERIALS CHECKLIST

Seller shall provide responses and/or copies for all items listed herein below regarding the Property. Please note that in the event Seller does not have any information and/or documentation pertaining to any of the items listed below, please indicate same by stating "**None**" next to such items.

Real Property Considerations:

- Legal description of the Property owned by Seller – **See Exhibit A to this Agreement.**
- Existing title policies – **Owner's Title Policy delivered to the Buyer by email on February 19, 2025.**
- Existing surveys – **Survey (as defined in the Agreement) delivered to the Buyer by email on February 19, 2025.**
- Zoning approvals, variances or use permits – **None.**
- All notes, mortgages, deeds of trusts and other interests (other than the reservations discussed below) granted to third parties in respect to the Property – **None.**
- All unrecorded easements and rights of way owned or granted by Seller for the Property – **None.**
- Confirmation of public access to Property – **None.**
- All encroachments from or onto Seller's property, access restrictions, and violations of buildings set-back requirements – **See the Survey.**
- Description of all recent completed construction and construction in progress – **None.**
- Utilities access and metering (electric, cable, gas, water, sewer) – **None.**
- List of personal property included in the sale – **None.**

Contracts Agreements:

- New construction, improvements, repair and maintenance contracts – **None.**
- Service and maintenance agreements – **None.**
- Patent and copyright licensing agreements and the like – **None.**
- All agreements and instruments securing indebtedness, e.g., mortgages, installment sales contracts, notes, deeds of trust, security agreements, pledge agreements and guarantee agreements – **None.**
- Open purchase orders or other documents constituting agreements to purchase goods or services – **None.**
- Copies of all contracts currently in place – **None.**
- Master list of all existing reservations for the Property. – **Schedule of current reservations delivered to the Buyer by email on February 21, 2025.**

Environmental Considerations:

- All documents relating to the inspection of the Property for asbestos, PCB's and other environmental, health or other hazards and the abatement of any such hazards; including all documents related to any inspection of the water supplies to the Property or condition of drinking water to the Property – **All existing environmental documentation in the Seller's possession delivered to the Buyer by email on February 19. 2025.**

- All documents relating to the Seller's compliance with, or potential, alleged or actual violation of, any state, federal, local or regional statute, code, regulation, ordinance, resolution, order, judgment or ruling or any common law doctrine pertaining to the disposal, release, movement, storage or handling of any hazardous substance and any petroleum product or any material regulated or controlled under any federal, state or local enactments addressing preservation of the environment – **All existing environmental documentation in the Seller's possession delivered to the Buyer by email on February 19. 2025.**
- All Phase I and Phase II environmental reports – **All existing environmental documentation in the Seller's possession delivered to the Buyer by email on February 19. 2025.**
- Infectious or hazardous waste disposal agreements – **None.**

Insurance Information:

- List and descriptions of pending or threatened insurance claims – **None.**
- List of all current outstanding claims, insurance coverage available and reserves established regarding same – **None.**

Litigation and Liabilities:

- Schedule of all existing and reasonably imminent or threatened judicial and arbitration proceedings (including, without limitation, tort, breach of contract, EEOC, workers' compensation, unemployment compensation claims, wage and hour complaints), identifying opposing parties, nature of claim, counsel for both sides, insurance coverage status and likely exposure. As to existing litigation, provide identification of counsel for each party, assessment of status, claim and defense prepared by Seller's counsel – **None.**
- Schedule of all known contingent liabilities – **None.**
- Schedule of all administrative proceedings (whether federal, state or local), pending or threatened – **None.**
- Schedule of all governmental investigations or inquiries, pending or threatened – **None.**
- Schedule of all labor disputes – **None.**
- Description of all agreements with collection agencies and similar organizations regarding current litigation, assignment and collection guidelines on accounts receivable – **None.**
- Description of any injunctions, court orders or consent decrees to which Seller is a party – **None.**

Regulatory:

- All business licenses or permits (including without limitation, operationally required licenses, limited sales tax permits, certificates of occupancy, pollution control permits, boiler permits, elevator permits, parking structure permits, etc.) – **None.**
- Building Code compliance – **None.**
- All correspondence and filings with federal, state, local and any other regulatory bodies or agencies – **All such correspondence in the Seller's possession was delivered to the Buyer by email on February 19, 2025.**
- Description of all multi-party contracts and agreements regarding pricing or delivery of services – **None.**

- Copies of all manuals, policies and similar information relating to compliance with regulatory requirements – **None.**

Miscellaneous:

- List of patents, trademarks, trade names, service marks, trade secrets, or copyright materials – **None.**
- Description of any construction projects – **None.**
- Evidence of planning and zoning approvals including licensing approvals received to date for any construction project – **None.**
- Architect, general contractor or other contracts relating to any construction project – **None.**

Exhibit C

Groundwater Monitoring Well Abandonment Report

[attached on the following pages]

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.
Geotechnical Engineering
Construction Materials Testing
Environmental Consulting

August 28, 2023
File No. 22-156

Florida Department of Environmental Protection
Southeast District
3301 Gun Club Road, MSC 7210-1
West Palm Beach, Florida 33406

Attention: Ms. Nikol Havranek

Subject: **GROUNDWATER MONITORING WELL ABANDONMENT REPORT**
KINGS LANDING (FKA H.D. KING POWER PLANT)
301 N. INDIAN RIVER DRIVE
FORT PIERCE, ST. LUCIE COUNTY, FLORIDA
WASTE CLEANUP ID NO. ERIC_6906, COM_8363

Dear Ms. Havranek:

Andersen Andre Consulting Engineers, Inc. (AACE) is pleased to submit this report which documents the abandonment of nine (9) groundwater monitoring wells at the above referenced project site. The scope of service was designed to fulfill the requirements that all groundwater monitoring wells must be properly abandoned as outlined in the Florida Department of Environmental Protection's (FDEP) "Site Rehabilitation Completion Order" letter dated August 4, 2023. A copy of this correspondence is attached hereto.

On August 15, 2023, an AACE representative was on-site to oversee the abandonment of the groundwater monitoring wells. The 2-inch diameter wells were originally installed to the depths indicated on the table below. The locations of the monitoring wells are shown on the attached Well Location Plan. The well abandonments were performed by Down the Hole Testing & Drilling, Inc. of Port St. Lucie, Florida, a licensed well contractor (License No. 11352). Each of the wells was filled with neat cement utilizing a tremie pipe in accordance with Florida Administrative Code 62-532.500(5), cut flush with the ground surface and covered with the surrounding soil. Copies of the well abandonment reports are attached hereto.

Well No.	Relative Top of Casing Elevation	Total Well Depth (Referenced from Ground Surface)
MW-1	11.97'	12'
MW-2	12.92'	12'
MW-3	12.84'	12'
MW-4	1289'	12'
MW-5	13.15'	12'
MW-6	12.30'	12'
MW-7	12.43'	12'
MW-8	12.00'	12'
MW-9	12.27'	12'

It has been a pleasure assisting you with this project. Should you have any questions regarding this report, or if we may be of any further assistance, please contact us.

Best regards,
ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

David P. Andre, P.E.
Principal Engineer
FL Reg. No. 53969
8/28/23

DAVID P. ANDRE LICENSE No. 53969 * STATE OF FLORIDA * PROFESSIONAL ENGINEER

cc: Mr. Dale Matteson - Audubon Development
Mr. David Baggett, P.E. - EDC
Mr. Gregory Lewis - Conkling & Lewis

Attachments: FDEP Site Rehabilitation Completion Order (August 15, 2023)
Well Location Plan
Well Abandonment Reports

FLORIDA DEPARTMENT OF
Environmental Protection

Southeast District Office
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406
561-681-6600

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

August 4, 2023

VIA ELECTRONIC MAIL: ldobbins@deanmead.com

W. Lee Dobbins
Dean, Mead, Minton & Zwemer
1903 South 25th Street, Suite 200
Fort Pierce, Florida 34947

Subject: **Site Rehabilitation Completion Order (SRCO)**
KINGS LANDING (FKA H.D. KING POWER PLANT)
301 N. Indian River Drive
Fort Pierce, St. Lucie County, Florida
Site ID: ERIC_6906 (formerly COM_82363); BF561101001

Dear Mr. Dobbins:

The Florida Department of Environmental Protection (Department), Southeast District, has reviewed the Natural Attenuation Monitoring Plan (NAMP) Year No. 1, Event No. 2 (Y1E2) dated July 20, 2023 (received July 21, 2023), prepared and submitted by Andersen Andre Consulting Engineers, Inc. (AACE) for the property referenced above. Maps showing the location of the Site and the former location of the "contaminated site" (i.e., contaminant plume) for which this Order is being issued are attached as Exhibit 1 and 2 and are incorporated by reference herein.

The contamination, which was reported via Phase I Environmental Site Assessment dated December 7, 2007, consisted of semi-volatile organic compounds, polychlorinated biphenyls, total recoverable petroleum hydrocarbons, aluminum, arsenic, barium, cadmium, chromium, cobalt, copper, iron, lead, manganese, mercury, nickel, thallium, silver, vanadium, and zinc. The subject site subsequently entered into a Brownfields Site Rehabilitation Agreement (BSRA) on November 29, 2012. The NFA Proposal is supported by earlier submittals, prepared pursuant to the requirements of Chapter 62-780, Florida Administrative Code (F.A.C.), which can be found in the department's document repository at: http://depedms.dep.state.fl.us/Oculus/servlet/login.

Based on the documentation submitted with the July 2023 NAM activities and other submitted documents, the Department has reasonable assurance that you have met the criteria in Chapter 62- 780, F.A.C. The submittals indicate that soil and groundwater contaminant concentrations are below the applicable Soil Cleanup Target Levels and Maximum Concentration Limits or Groundwater Cleanup Target Levels as adopted in

Chapter 62-777, F.A.C. (Effective date April 17, 2005.) Therefore, you have satisfied the site rehabilitation requirements for the above referenced contaminated site and are released from any further obligation to conduct site rehabilitation at the contaminated site, except as set forth below. See attached Exhibit 3, incorporated by reference herein, which includes information regarding the contaminants, affected media, and applicable cleanup target levels for the contaminated site that is the subject of this Order.

Failure to meet the following requirement will result in the revocation of this Order:

(a) You are required to properly plug and abandon all monitoring wells, injection wells, extraction wells, and sparge wells, unless these wells are otherwise required for compliance with a local ordinance or another cleanup, within 60 days of receipt of this Order. The wells must be plugged and abandoned in accordance with the requirements of Rule 62-532.500(5), F.A.C. A Well Plugging Report shall be submitted within 30 days of well plugging.

Further, in accordance with Section 376.30701(4), Florida Statutes (F.S.), upon completion of site rehabilitation, additional site rehabilitation is not required unless it is demonstrated that:

(a) Fraud was committed in demonstrating site conditions or completion of site rehabilitation;

(b) New information confirms the existence of an area of previously unknown contamination which exceeds the site-specific rehabilitation levels established in accordance with Section 376.30701(2), F.S., or which otherwise poses the threat of real and substantial harm to public health, safety, or the environment;

(b) A new discharge of pollutants or hazardous substances occurs at the site subsequent to the issuance of this Order.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until a subsequent order of the Department. Because the administrative hearing process is designed to formulate final agency action, the subsequent order may modify or take a different position than this action.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

(a) The name and address of each agency affected and each agency's file or identification number, if known;
(b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
(c) A statement of when and how the petitioner received notice of the agency decision;
(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
(e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
(f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
(g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@FloridaDEP.gov. Also, a copy of the petition shall be mailed to the addressee of this order at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the addressee of this order must be filed within **21** days of receipt of this written notice. Petitions filed by any persons other than the addressee of this order must be filed within **21** days of publication of the notice or within **21** days of receipt of the written notice, whichever occurs first.

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver may not apply to persons who have not received a clear point of entry.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an

administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@FloridaDEP.gov, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

Questions

Any questions regarding the Department's review of the Natural Attenuation Monitoring Plan (NAMP) Year No. 1, Event No. 2 (Y1E2) and No Further Action (NFA) Proposal, dated July 20, 2023, should be directed to Nikol Havranek at (561) 681-6656 or by email at Nikol.Havranek@FloridaDEP.gov. Questions regarding legal issues should be referred to the Department's Office of General Counsel at (850)245-2242. Contact with any of the above does not constitute a petition for administrative hearing or request for an extension of time to file a petition for administrative hearing.

EXECUTION AND CLERKING
Executed in West Palm Beach, Florida.
STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Norva Blandin, MSEM
Program Administrator
Permitting & Waste Cleanup Program
Southeast District

Enc:
Exhibit 1: Site Map

Exhibit 2: Monitoring Well Location Map
Exhibit 3: Summary of Groundwater Data

CERTIFICATE OF SERVICE
The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:

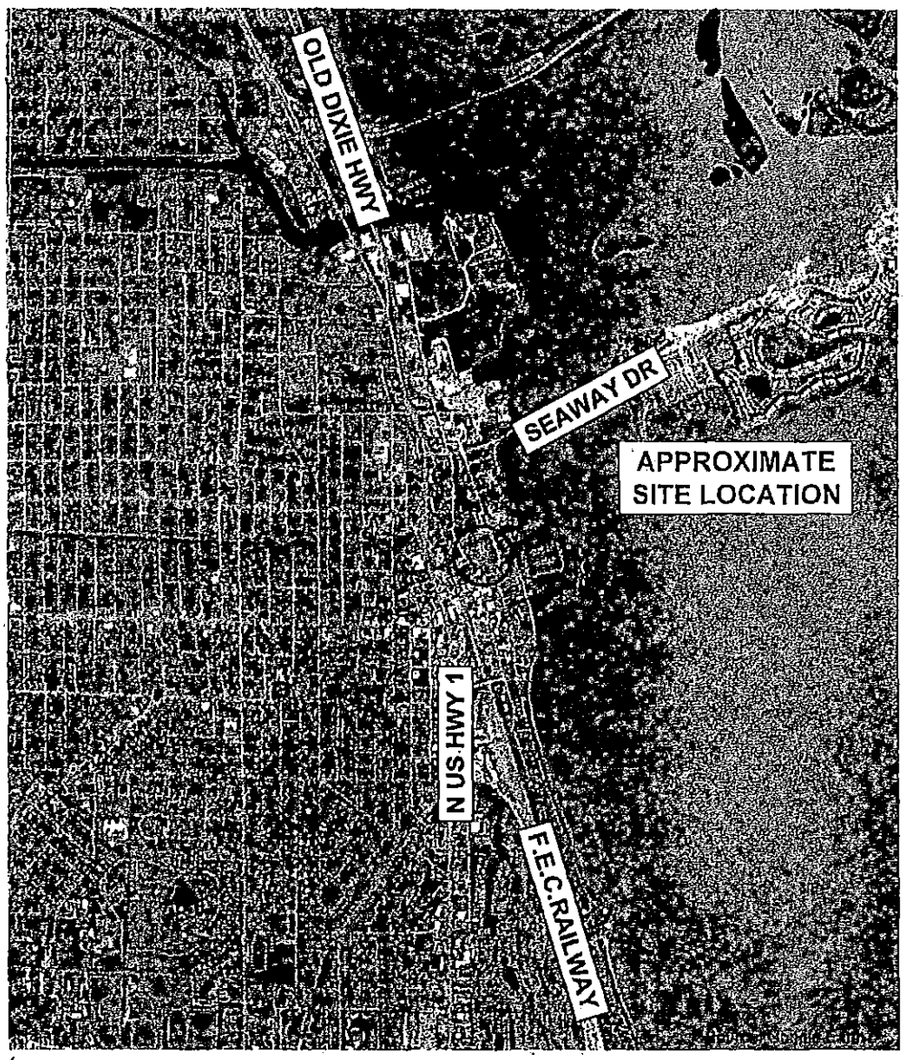
cc: David P. Andre, P.E., dandre@aaceinc.com
G. Lewis, glewis@conklingandlewis.com
Kenny Lewis, KLewis@conklingandlewis.com
Dale Matteson, Audubon Development, dale@audubondevelopment.com
David Baggett, EDC, Inc., davidbaggett@edc-inc.com
Brad Currie, EDC, Inc., bradcurrie@edc-inc.com
Nick Mimms, City of Fort Pierce, nmimms@cityoffortpierce.com
Shyanne Helms, City of Fort Pierce, shelms@cityoffortpierce.com
Jesse Markle, SFWMD, jmarkle@sfwmd.gov
Gary Priest, SFWMD, gpriest@sfwmd.gov
Kelly Crain, FDEP, Kelly.crain@floridadep.gov
Indarjit Jagnarine, FDEP, indarjit.jagnarine@floridadep.gov
Leah J. Smith, FDEP, leah.j.smith@floridadep.gov
Norva Blandin, FDEP-SED, norva.blandin@floridadep.gov
Nikol Havranek, FDEP, Nikol.Havranek@FloridaDEP.gov

FILING AND ACKNOWLEDGMENT
FILED, on this date, pursuant to Section 120.52, F. S., with the designated Department Clerk, receipt of which is hereby acknowledged.

Vanessa Osborne
Clerk

08/04/2023
Date

EXHIBIT 1

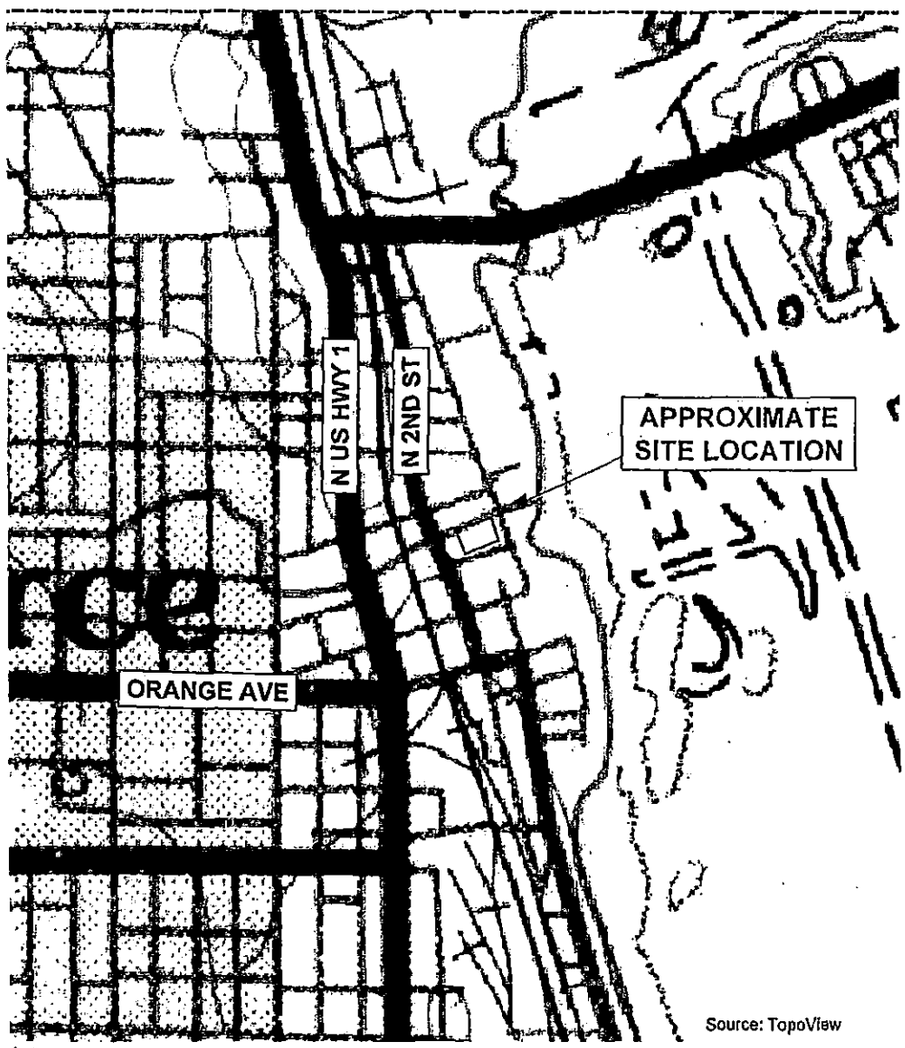


...within
Section 10, Township 35 South, Range 40 East

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

834 SW Swan Avenue, Port St. Lucie, FL 34983 772-807-9191 www.AACEinc.com

SITE LOCATION MAP NATURAL ATTENUATION MONITORING PLAN, EVENT #2 KING'S LANDING (FKA KING POWER PLANT) 301 N INDIAN RIVER DRIVE FORT PIERCE, ST. LUCIE COUNTY, FLORIDA SITE I.D. : ERIC_6906, COM_8363	Drawn by: CHA	Date: July 2023
	Checked by: DPA	Date: July 2023
	AACE File No: 22-156	**Figure No. 1**



N
W E
S
N.T.S.

1986 USGS Quadrangle Map of "Fort Pierce, Florida"

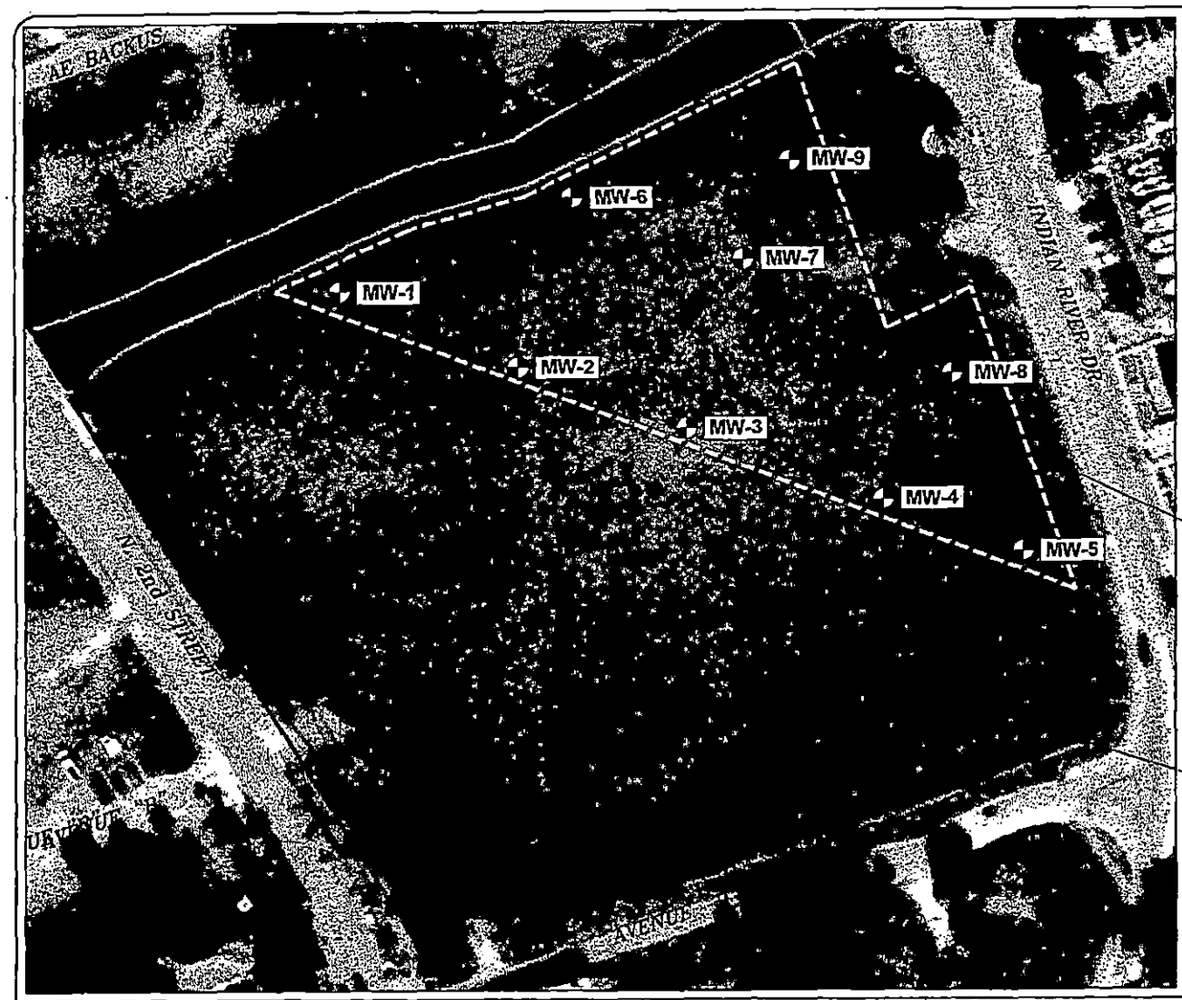
...within
Section 10, Township 35 South, Range 40 East

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

834 SW Swan Avenue, Port St. Lucie, FL 34983 772-807-9191 www.AACEinc.com

USGS TOPOGRAPHIC MAP NATURAL ATTENUATION MONITORING PLAN, EVENT #2 KING'S LANDING (FKA KING POWER PLANT) 301 N INDIAN RIVER DRIVE FORT PIERCE, ST. LUCIE COUNTY, FLORIDA SITE I.D. : ERIC_6906; COM_8363	Drawn by: CHA	Date: July 2023
	Checked by: DPA	Date: July 2023
	AACE File No: 22-156	**Figure No. 2**

EXHIBIT 2



N

W E

S

APPROXIMATE SCALE [11x17]: 1"=60'

30 60 120

FEET

...within
Section 31, Township 46 South, Range 42 East

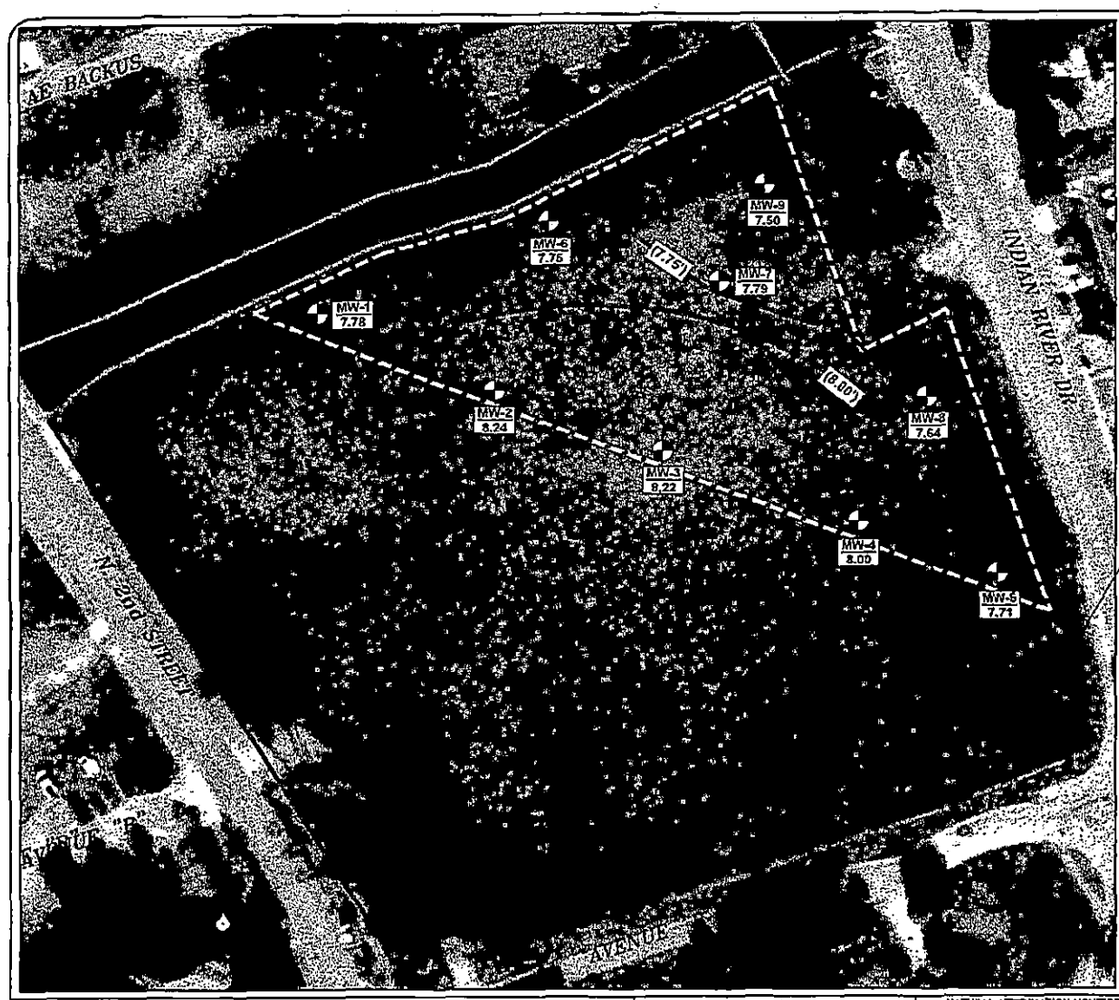
LEGEND

MW-# Approximate Monitoring Well Location

GROUNDWATER RESTRICTED AREA

SUBJECT PROPERTY BOUNDARY

ANDERSEN ANDRE CONSULTING ENGINEERS, INC. 834 SW Swan Avenue, Port St. Lucie, FL 34983 772-607-9191 www.AACEinc.com	MONITORING WELL LOCATION PLAN	NATURAL ATTENUATION MONITORING PLAN, EVENT #2 KING'S LANDING (FKA KING POWER PLANT) 301 N INDIAN RIVER DRIVE FORT PIERCE, ST. LUCIE COUNTY, FLORIDA SITE I.D. : ERIC_6906 , COM_8363	Drawn by: CHA	Date: July 2023
			Checked by: DPA	Date: July 2023
			AACE File No: 22-156	Figure No. 3



LEGEND

- MW-# / 7.78 — Approximate Monitoring Well Location w/ Relative Groundwater Elevation (7/5/23)
- B.M. = 10.00 — Assumed Benchmark Elevation (Paint Mark on Concrete Bulkhead Pile Cap)
- (7.75') — Approximate Monitoring Well Location w/ Relative Groundwater Elevation (7/5/23)
- Approximate Monitoring Well Location w/ Relative Groundwater Elevation (7/5/23)

SUBJECT PROPERTY BOUNDARY

N
W E
S

APPROXIMATE SCALE (11x17): 1"=60'
30 60 120
FEET

...within
Section 31, Township 46 South, Range 42 East

ANDERSEN ANDRE CONSULTING ENGINEERS, INC. 834 SW Swan Avenue, Port St. Lucie, FL 34983 772-807-9191 www.AACEInc.com	GROUNDWATER CONTOUR MAP (7/5/23)	NATURAL ATTENUATION MONITORING PLAN, EVENT #2 KING'S LANDING (FKA KING POWER PLANT) 301 N INDIAN RIVER DRIVE FORT PIERCE, ST. LUCIE COUNTY, FLORIDA SITE I.D. : ERIC_6906, CGM_8363	Drawn by: CHA	Date: July 2023
			Checked by: DPA	Date: July 2023
			AACE File No: 22-156	Figure No. 4

EXHIBIT 3

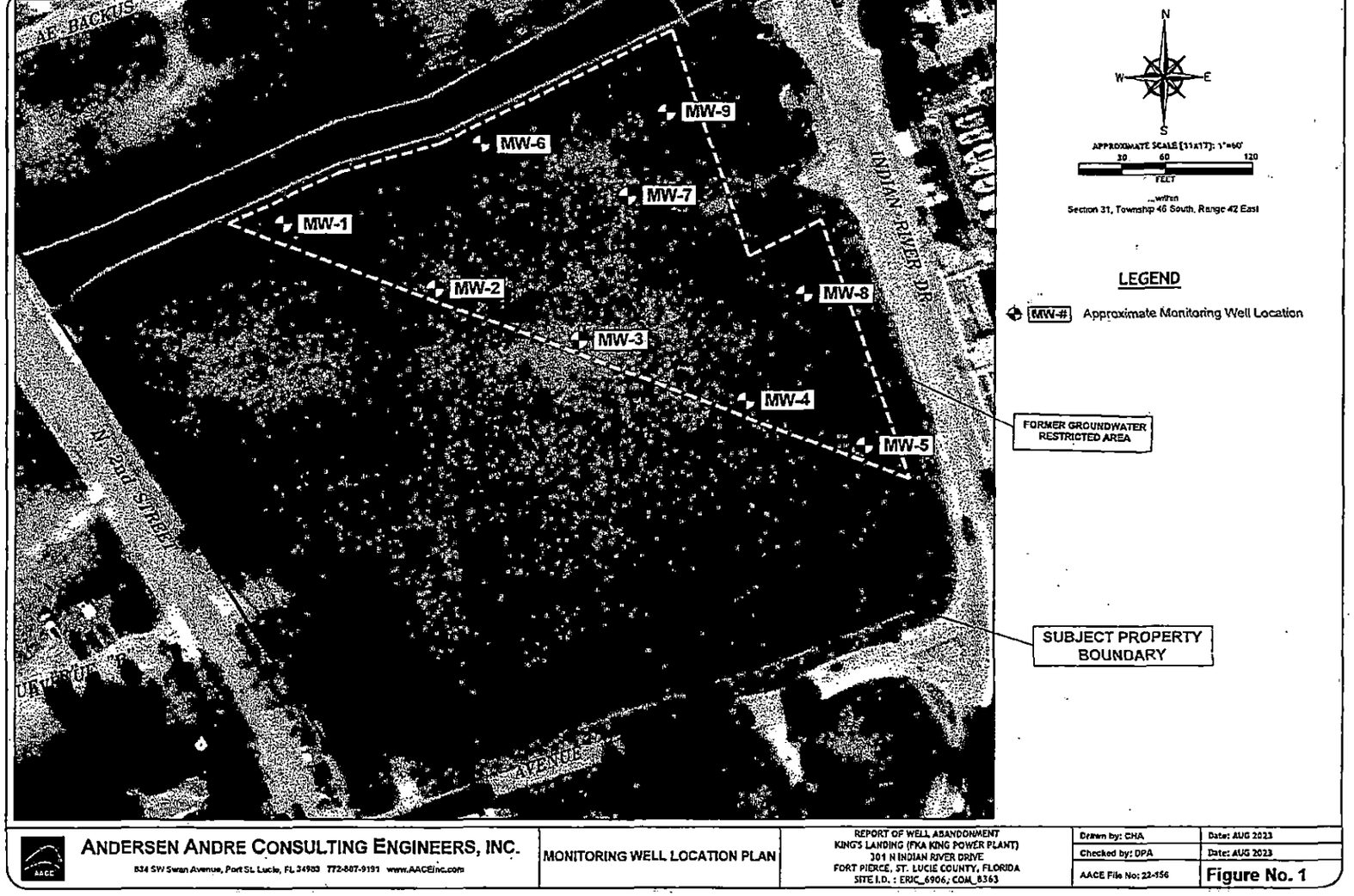
Table 1: July 5, 2023 Groundwater Levels

Piezometer No.	Relative Top of Casing Elevation	Total Depth (Referenced from Ground Surface)	Depth to Groundwater (Referenced from Ground Surface)	Relative Water Table Elevation
MW-1	11.97'	12'	4.45'	7.52'
MW-2	12.92'	12'	4.43'	8.49'
MW-3	12.84'	12'	4.33'	8.51'
MW-4	12.89'	12'	4.67'	8.22'
MW-5	13.15'	12'	5.35'	7.80'
MW-6	12.30'	12'	4.61'	7.69'
MW-7	12.43'	12'	4.61'	7.82'
MW-8	12.00'	12'	4.20'	7.80'
MW-9	12.27'	12'	4.82'	7.45'

Table 2: Summary of Groundwater Analytical Test Results (July 5, 2023)

Monitoring Well I.D.	Parameter Detected (µg/L)		
	Fluorene	Naphthalene	Vanadium
MW-1	0.023 U	0.046 U	37
MW-2	0.023 U	0.046 U	48
MW-3	0.023 U	0.046 U	32
MW-4	0.023 U	0.046 U	9.7
MW-5	0.023 U	0.046 U	270
MW-6	0.033i [1]	0.046 U	24
MW-7	0.023 U	2.00	9.9
MW-8	0.023 U	0.046 U	12
MW-9	0.023 U	0.046 U	1.8i
GCTL[2]	280	14	49
NADS[3]	2800	140	NA

Notes:
All concentrations reported in micrograms per liter (µg/L) unless otherwise indicated
[1]"i" Annotation - A value flagged with an "i" flag indicates that the reported value is between the laboratory method detection limit and the practical quantitation limit.
[2]Groundwater Cleanup Target Level as per Chapter 62-777, F.A.C.
[3]Natural Attenuation Default Source Concentrations per Table V Chapter 62-777, F.A.C.



ANDERSEN ANDRE CONSULTING ENGINEERS, INC. 834 SW Swan Avenue, Port St. Lucie, FL 34983 772-807-9191 www.AACEinc.com	MONITORING WELL LOCATION PLAN	REPORT OF WELL ABANDONMENT KING'S LANDING (FKA KING POWER PLANT) 301 N INDIAN RIVER DRIVE FORT PIERCE, ST. LUCIE COUNTY, FLORIDA SITE I.D. : ERIC_6906; COM_8363	Drawn by: CHA Checked by: DPA AACE File No: 22-156	Date: AUG 2023 Date: AUG 2023 **Figure No. 1**

STATE OF FLORIDA WELL COMPLETION REPORT

Date Stamp

☐ Southwest
☐ Northwest
☐ St. Johns River
☒ South Florida
☐ Suwannee River
☐ DEP
☐ Delegated Authority (If Applicable) _____

PLEASE, FILL OUT ALL APPLICABLE FIELDS
(*Denotes Required Fields Where Applicable)

Official Use Only

1.*Permit Number 59-34847 *CUP/WUP Number _____ *DID Number _____ 62-524 Delineation No. _____

2.*Number of permitted wells constructed, repaired, or abandoned 3 *Number of permitted wells not constructed, repaired, or abandoned 0

3.*Owner's Name Audubon Development Inc 4.*Completion Date 08/15/23 5. Florida Unique ID _____

6. 301 N. Indian River Drive Ft Pierce, Fl 34950
*Well Location - Address, Road Name or Number, City, ZIP

7.*County St Lucie *Section 10 Land Grant _____ *Township 35S *Range 40E

8. Latitude _____ Longitude _____

9. Data Obtained From: ____GPS ____Map ____Survey Datum: ____NAD 27 ____NAD 83 ____WGS 84

10.*Type of Work: ____Construction ____Repair ____Modification ✓ Abandonment

11.*Specify Intended Use(s) of Well(s):
____Domestic
____Bottled Water Supply
____Public Water Supply (Limited Use/DOH)
____Public Water Supply (Community or Non-Community/DEP)
____Class I Injection
____Landscape Irrigation
____Recreation Area Irrigation
____Agricultural Irrigation
____Livestock
____Nursery Irrigation
____Commercial/Industrial
____Golf Course Irrigation
____Site Investigation
✓ Monitoring
____Test
____Earth-Coupled Geothermal
____HVAC Supply
____HVAC Return

Class V Injection: ____Recharge ____Commercial/Industrial Disposal ____Aquifer Storage and Recovery ____Drainage
Remediation: ____Recovery ____Air Sparge ____Other (Describe) _____
____Other (Describe) _____

12.*Drill Method: ____Auger ____Cable Tool ____Rotary ____Combination (Two or More Methods) ____Jetted ____Sonic
____Horizontal Drilling ____Hydraulic Point (Direct Push) ✓ Other Plugged by approved

13.*Measured Static Water Level 7 ft. Measured Pumping Water Level _____ ft. After _____ Hours at _____ GPM

14.*Measuring Point (Describe) Top Of Well Which is 3 ft. ✓ Above ____Below Land Surface *Flowing: ____Yes ✓ No

15.*Casing Material: ____Black Steel ____Galvanized ✓ PVC ____Stainless Steel ____Not Cased ____Other _____

16.*Total Well Depth 15 ft. Cased Depth 5 ft. *Open Hole: From ____ To ____ ft. *Screen: From 5 To 15 ft. Slot Size .010

17.*Abandonment: ✓ Other (Explain) NO Longer needed
From 0 ft. To 1 ft. No. of Bags 1/2 Seal Material (Check One): ✓ Neat Cement ____Bentonite ____Other ____
From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other ____
From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other ____
From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other ____
From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other ____

18.*Surface Casing Diameter and Depth:
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other ____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other ____

19.*Primary Casing Diameter and Depth:
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other ____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other ____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other ____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other ____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other ____

20.*Liner Casing Diameter and Depth:
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other ____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other ____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other ____

21.*Telescope Casing Diameter and Depth:
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other ____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other ____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other ____

22. Pump Type (If Known):
____Centrifugal ____Jet ____Submersible ____Turbine
Horsepower _____ Pump Capacity (GPM) _____
Pump Depth _____ ft. Intake Depth _____ ft.

23. Chemical Analysis (When Required):
Iron _____ ppm Sulfate _____ ppm Chloride _____ ppm
_____ Laboratory Test _____ Field Test Kit

24. Water Well Contractor:

*Contractor Name James Paul Tyson *License Number 11352 E-mail Address downthehole@att.net

*Contractor's Signature [signature] (I certify that the information provided in this report is accurate and true.) *Driller's Name (Print or Type) James Paul Tyson

*Permit No. 59-34847

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
2379 BROAD STREET, BROOKSVILLE, FL 34604-6899
PHONE: (352) 796-7211 or (800) 423-1476
WWW.SWFWMD.STATE.FL.US

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
4049 REID STREET, PALATKA, FL 32178-1429
PHONE: (386) 329-4500
WWW.SJRWMD.COM

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
152 WATER MANAGEMENT DR., HAVANA, FL 32333-4712
(U.S. Highway 90, 10 miles west of Tallahassee)
PHONE: (850) 539-5999
WWW.NWFWMD.STATE.FL.US

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
P.O. BOX 24680
3301 GUN CLUB ROAD
WEST PALM BEACH, FL 33416-4680
PHONE: (561) 686-8800
WWW.SFWMD.GOV

SUWANNEE RIVER WATER MANAGEMENT DISTRICT
9225 CR 49
LIVE OAK, FL 32060
PHONE: (386) 362-1001 or (800) 226-1066 (Florida only)
WWW.MYSUWANNEERIVER.COM

***DRILL CUTTINGS LOG** (Examine cuttings every 20 ft. or at formation changes. Note cavities and depth to producing zone. Grain Size: F=Fine, M=Medium, and C=Coarse)

From	0	ft.	To	15	ft.	Color	Brown	Grain Size (F, M, C)	M	Material	Sand
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	

Comments: See Site Plan

***Detailed Site Map of Well Location**

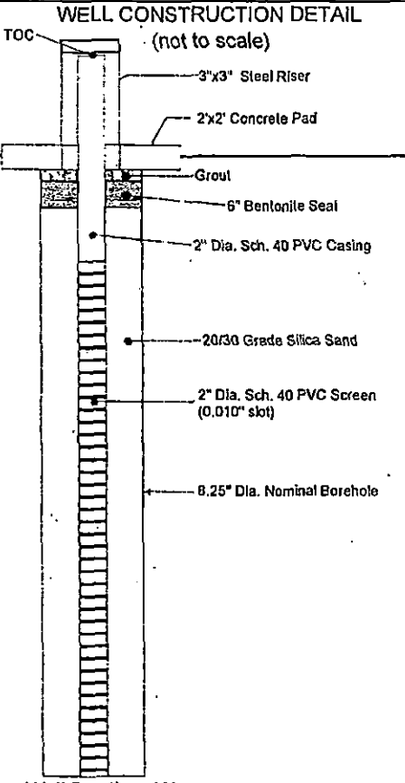
N

Monitor Well No. MW-1 Through MW-9

PROJECT:	Kings Landing	**DRILL METHOD:**	Hollow-Stem	**TOC ELEV:**	N/A
LOGGED BY:	DPA	**SAMPLE TYPE:**	Grab	**FDEP FAC ID#:**	
DRILLER:	DTH	**HOLE DIA:**	8.25"	**STICK -UP:**	Approx. 3'
DATE INSTALLED:	3/16/2023	**STATIC W.L:**	4'-6' varies	**SURVEYOR:**	N/A

DESCRIPTION	USSC CLASS	DEPTH	SAMPLE	BLOWS/FT.
Brown fine sand with traces of concrete debris	SP	0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20		

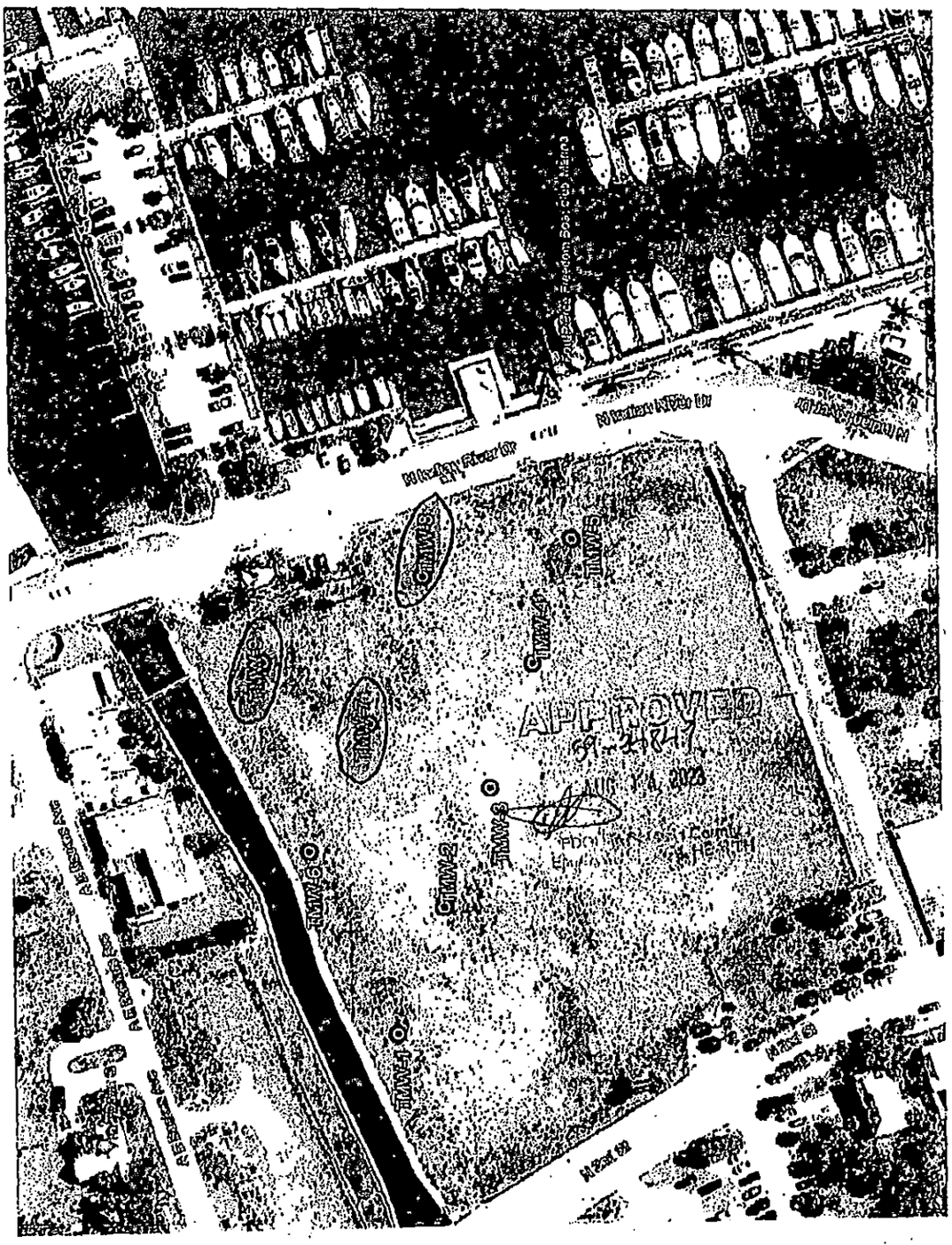
WELL CONSTRUCTION DETAIL
(not to scale)



AACE
Andersen Andre
Consulting Engineers, Inc.
772-807-9191 www.aaceinc.com

Notes:

File No. 22-156


N Indian River Dr
TMW-1
TMW-2
TMW-3
TMW-4
TMW-5
TMW-6
APPROVED

STATE OF FLORIDA WELL COMPLETION REPORT

Date Stamp

☐Southwest
☐Northwest
☐St. Johns River
☑South Florida
☐Suwannee River
☐DEP
☐Delegated Authority (If Applicable) _____

PLEASE, FILL OUT ALL APPLICABLE FIELDS
(*Denotes Required Fields Where Applicable)

Official Use Only

1.*Permit Number 59-34848 *CUP/WUP Number _____ *DID Number _____ 62-524 Delineation No. _____

2.*Number of permitted wells constructed, repaired, or abandoned 0 *Number of permitted wells not constructed, repaired, or abandoned 0

3.*Owner's Name Audubon Development Inc 4.*Completion Date 08/15/23 5. Florida Unique ID _____

6. 301 N. Indian River Drive Ft Pierce, Fl 34950
*Well Location - Address, Road Name or Number, City, ZIP

7.*County St Lucie *Section 10 Land Grant _____ *Township 35S *Range 40E

8. Latitude _____ Longitude _____

9. Data Obtained From: ____GPS ____Map ____Survey Datum: ____NAD 27 ____NAD 83 ____WGS 84

10.*Type of Work: ____Construction ____Repair ____Modification ✓ Abandonment

11.*Specify Intended Use(s) of Well(s):
____Domestic
____Bottled Water Supply
____Public Water Supply (Limited Use/DOH)
____Public Water Supply (Community or Non-Community/DEP)
____Class I Injection
____Landscape Irrigation
____Recreation Area Irrigation
____Agricultural Irrigation
____Livestock
____Nursery Irrigation
____Commercial/Industrial
____Golf Course Irrigation
____Site Investigation
✓ Monitoring
____Test
____Earth-Coupled Geothermal
____HVAC Supply
____HVAC Return

Class V Injection: ____Recharge ____Commercial/Industrial Disposal ____Aquifer Storage and Recovery ____Drainage
Remediation: ____Recovery ____Air Sparge ____Other (Describe) _____
____Other (Describe) _____

12.*Drill Method: ____Auger ____Cable Tool ____Rotary ____Combination (Two or More Methods) ____Jetted ____Sonic
____Horizontal Drilling ____Hydraulic Point (Direct Push) ✓ Other Plugged by approved

13.*Measured Static Water Level 8 ft. Measured Pumping Water Level _____ ft. After _____ Hours at _____ GPM

14.*Measuring Point (Describe) Top Of Well Which is 3 ft. ✓ Above ____Below Land Surface *Flowing: ____Yes ✓ No

15.*Casing Material: ____Black Steel ____Galvanized ✓ PVC ____Stainless Steel ____Not Cased ____Other _____

16.*Total Well Depth 18 ft. Cased Depth 8 ft. *Open Hole: From — To — ft. *Screen: From 8 To 18 ft. Slot Size .010

17.*Abandonment: ✓ Other (Explain) No longer needed
From 0 ft. To 1.5 ft. No. of Bags 1/2 Seal Material (Check One): ✓ Neat Cement ____Bentonite ____Other
From ____ft. To ____ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other
From ____ft. To ____ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other
From ____ft. To ____ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other
From ____ft. To ____ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other

18.*Surface Casing Diameter and Depth:
Dia ____in. From ____ft. To ____ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other
Dia ____in. From ____ft. To ____ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other

19.*Primary Casing Diameter and Depth:
Dia ____in. From ____ft. To ____ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other
Dia ____in. From ____ft. To ____ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other
Dia ____in. From ____ft. To ____ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other
Dia ____in. From ____ft. To ____ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other
Dia ____in. From ____ft. To ____ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other

20.*Liner Casing Diameter and Depth:
Dia ____in. From ____ft. To ____ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other
Dia ____in. From ____ft. To ____ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other
Dia ____in. From ____ft. To ____ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other

21.*Telescope Casing Diameter and Depth:
Dia ____in. From ____ft. To ____ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other
Dia ____in. From ____ft. To ____ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other
Dia ____in. From ____ft. To ____ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other

22. Pump Type (If Known):
____Centrifugal ____Jet ____Submersible ____Turbine
Horsepower _____ Pump Capacity (GPM) _____
Pump Depth _____ft. Intake Depth _____ft.

23. Chemical Analysis (When Required):
Iron _____ppm Sulfate _____ppm Chloride _____ppm
____Laboratory Test ____Field Test Kit

24. Water Well Contractor:

*Contractor Name James Paul Tyson *License Number 11352 E-mail Address downthehole@att.net

*Contractor's Signature _____ *Driller's Name (Print or Type) James Paul Tyson
(I certify that the information provided in this report is accurate and true.)

*Permit No. 59-34848

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
2379 BROAD STREET, BROOKSVILLE, FL 34604-6899
PHONE: (352) 796-7211 or (800) 423-1476
WWW.SWFWMD.STATE.FL.US

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
4049 REID STREET, PALATKA, FL 32178-1429
PHONE: (386) 329-4500
WWW.SJRWMD.COM

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
152 WATER MANAGEMENT DR., HAVANA, FL 32333-4712
(U.S. Highway 90, 10 miles west of Tallahassee)
PHONE: (850) 539-5999
WWW.NWFWMD.STATE.FL.US

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
P.O. BOX 24680
3301 GUN CLUB ROAD
WEST PALM BEACH, FL 33416-4680
PHONE: (561) 686-8800
WWW.SFWMD.GOV

SUWANNEE RIVER WATER MANAGEMENT DISTRICT
9225 CR 49
LIVE OAK, FL 32060
PHONE: (386) 362-1001 or (800) 226-1066 (Florida only)
WWW.MYSUWANNEERIVER.COM

*DRILL CUTTINGS LOG (Examine cuttings every 20 ft. or at formation changes. Note cavities and depth to producing zone. Grain Size: F=Fine, M=Medium, and C=Coarse)

From	0	ft.	To	18	ft.	Color	Brown	Grain Size (F, M, C)	M	Material	Sand
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	

Comments: See Site Plan

*Detailed Site Map of Well Location



NATIONAL CONSTRUCTION RENTALS

INVOICE

Customer #	30115975	Invoice #	7741197
Job Site #	0006	Invoice Date:	02/21/2025
Our Local Office #	(407) 381-2727	Due Date:	03/23/2025
		Terms:	NET 30 DAYS
		Ordered By:	TYLER HAGA
		Purchase Order #	

LIVE OAK CONTRACTING
1 RIVERSIDE AVE
JACKSONVILLE, FL 32202

Job Address:	1 RIVERSIDE AVE
Cross St:	
City:	JACKSONVILLE, FL 32202-4917
Job Name:	ONE RIVERSIDE
Site Contact:	MATT
Site Phone:	386-853-4202

Quantity	Description	Term	From/Thru	Rate	Total
1956	6 FT TEMPORARY PANELS *	R	02/24/25 - 03/05/25		768.43

* - You have added product to an existing jobsite. This invoice is being pro-rated so that all products renew together on your next invoice.

Subtotal: $768.43 Tax: $57.63 Total: $826.06 Total Due: $826.06

NATIONAL CONSTRUCTION RENTALS

800-352-5675
customercare@rentnational.com
rentnational.com

VISA DISCOVER

For credit card transactions, please visit **rentnational.com**:
1) to pay one or multiple invoices.
2) to set up renewals on autopay.

To receive paperless invoices, please email gopaperless@rentnational.com

Customer No: 30115975
Invoice No: 7741197

Amount Enclosed: $,.

Be sure to write your customer number on your check.

NATIONAL CONSTRUCTION RENTALS
P.O. BOX 841461
LOS ANGELES, CA 90084-1461

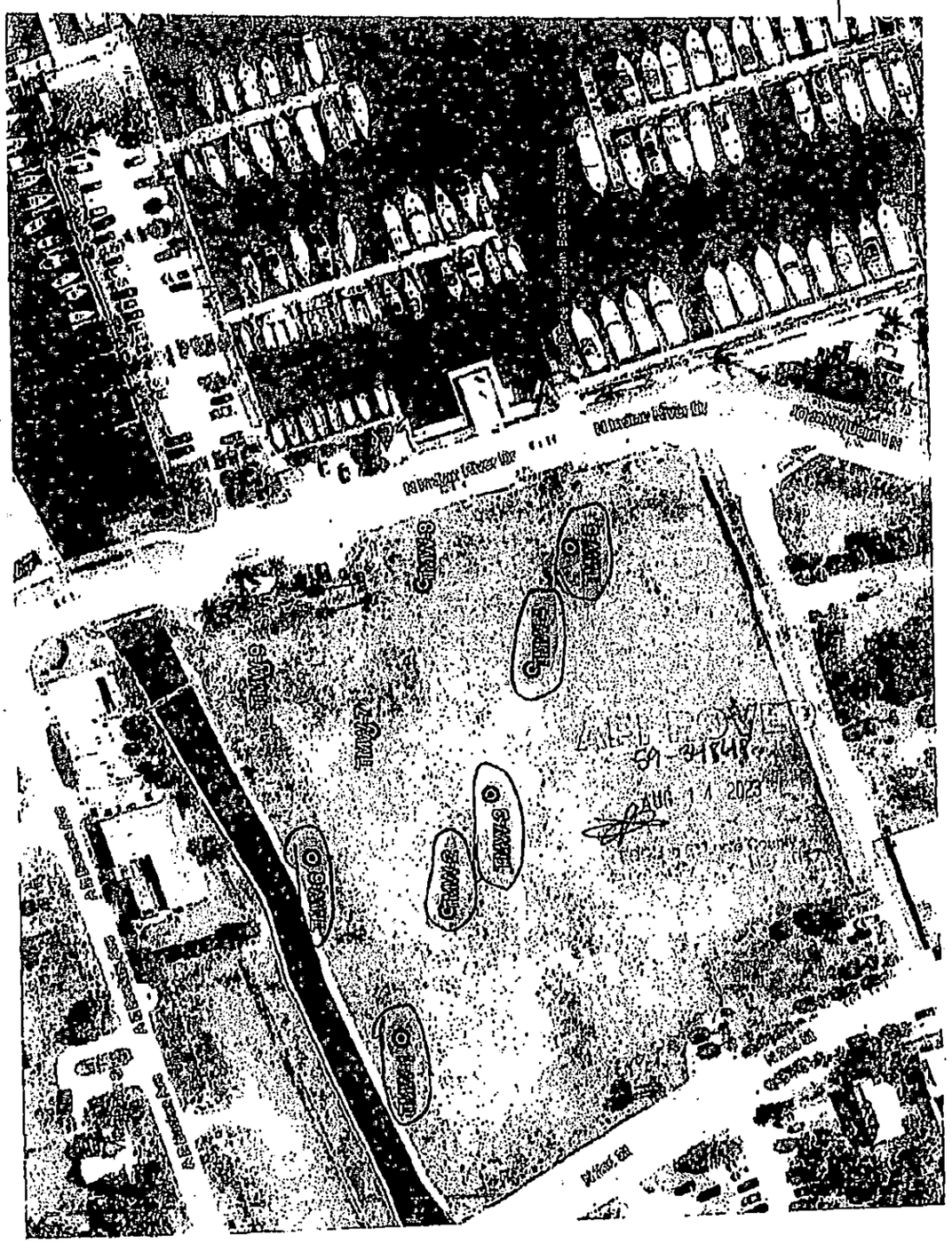

59-3154
AUG 11 2023

Exhibit D

Indian River State College Material Lease Terms

Landlord:	Live Oak Holdings Group, LLC, or assignee
Tenant:	Indian River State College
Leased Premises:	1,200 square foot restaurant space located within Landlord's development Property, the location of which shall be in the sole discretion of Landlord.
Term:	Sixty (60) months from the date Tenant obtains a certificate of occupancy for the Leased Premises. Tenant shall have no option to extend the term of the lease unless agreed upon in writing by Landlord, in Landlord's sole discretion.
Base Rent:	$42,000 annually throughout the term of the lease ($35/sq. ft.); provided, however, No base rent shall be payable from Tenant to Landlord during the Term of the lease, as Landlord is donating the use of Leased Premises to Tenant free of any such Base Rent, except in the event of a default, under the lease to be executed between the parties.
Common Area Maintenance:	Through the Term of the lease, Tenant shall be obligated to pay Landlord its proportionate share of the Common Area Maintenance expenses applicable to the Leased Premises, which CAM shall include any and all taxes, insurance and other expenses related to the overall management and operation of the development within which the Leased Premises is located.
Utilities:	Tenant shall be solely responsible for the payment of all utilities servicing the Leased Premises (including hook-up fees) throughout the term of the lease.
Permitted Use:	The Leased Premises shall only be used as a restaurant open to the general public. Landlord shall have the right to approve, in its reasonable discretion, any restaurant concept proposed by Tenant.
Landlord's Work	Landlord shall deliver the Leased Premises to Tenant as an unfinished "shell" whereupon Tenant shall complete the design, construction and installation of any necessary furniture, fixtures, and equipment.
Tenant's Work	Tenant shall be solely responsible for the buildout of the the Leased Premises, including but not limited to the design, construction, and the installation of any necessary, plumbing, HVAC equipment and duct work, electrical, internet and communication wiring, furniture, fixtures, and other restaurant equipment.
Tenant Improvement Allowance:	Tenant shall receive a payment from Landlord equal to $35.00 per square foot of the Leased Premises for a total amount of for a total amount of $42,000 as a Tenant improvement allowance, and Tenant shall be responsible for the cost of all Tenant's Work in accordance with making said improvements.
Subleasing:	Tenant shall be prohibited from subleasing any portion of the Leased Premises with first obtaining the written consent of Landlord, which consent Landlord may withhold in its sole discretion.

Purchase and Sale Agreement Final(6033726.1)

Final Audit Report 2025-02-21

Created:	2025-02-21
By:	Jeannette Sanchez (JSanchez@jonesfoster.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAg5HSxm1yBw3mD-msR5RqUHf2T2sjRzLX

"Purchase and Sale Agreement Final(6033726.1)" History

Document created by Jeannette Sanchez (JSanchez@jonesfoster.com)
2025-02-21 - 8:32:51 PM GMT

Document emailed to dale@audubondevelopment.com for signature
2025-02-21 - 8:36:11 PM GMT

Email viewed by dale@audubondevelopment.com
2025-02-21 - 8:36:54 PM GMT

Signer dale@audubondevelopment.com entered name at signing as Dale Matteson
2025-02-21 - 9:20:35 PM GMT

Document e-signed by Dale Matteson (dale@audubondevelopment.com)
Signature Date: 2025-02-21 - 9:20:37 PM GMT - Time Source: server

Agreement completed.
2025-02-21 - 9:20:37 PM GMT

Powered by Adobe Acrobat Sign

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

July 28, 2025

PZCOA2025-00022

Owner

Audubon Development, LLC

Applicant

Haley Ward

Location

322 N 2nd Street

Parcel ID(s)

2410-503-0041-020-4,
2410-503-0043-000-2,
2410-503-0020-000-5,
2410-503-0019-010-8,
2410-503-0019-000-5,
2410-503-0034-000-6,
2410-503-0036-010-3,
2410-503-0030-000-8

Historic Status

This is a vacant property located in the Downtown Historic District.

APPROVAL OF CERTIFICATE OF APPROPRIATENESS

PZCOA2025-00022.

Application was considered by the Historic Planning Board and granted Approval subject to five (5) conditions as listed below.
Conditions of Approval:

1. The Kings Villas element of the site plan is not incorporated within this approved site plan reference 25-114 HD KING - WARE R11.DWG.
2. The Timetable of Development shall comply with the Third Amendment to the Amended and Restated Agreement for Development of King's Landing, such;
    a. Phase 1 to be completed no later than July 11, 2028.
    b. Phase 2 building permits or DPCR approval for must be complete by February 24, 2027. Construction commencement for Phase 2 no later than May 19, 2027, and completion of Phase 2 no later than May 29, 2029.
    c. Phase 3 building permit or DPCR approval for construction of Phase 3 no later than August 23, 2028, and construction commencement of Phase 3 no later than November 15, 2028. Construction completion of Phase 3 no later than November 13, 2029.
3. All required Roadway improvements (including sidewalks) shall be completed and approved in compliance with the Development Agreement.
4. A Plat shall be required prior to the application for building permits in respect of vertical construction.



Kev Freeman, Planning Director

July 7th, 2025

LEGAL DESCRIPTION

PARCEL A:
BEING A PARCEL OF LAND LYING IN BLOCK “A”, ACCORDING TO AARON LEE'S MAP OF FORT PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 189 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF LOT 8, BLOCK F, OF SAID AARON LEE'S MAP OF FORT PIERCE, PROCEED NORTH 18°44'11” WEST ALONG THE WEST LINE OF BLOCK F AND THE EAST RIGHT-OF-WAY LINE OF NORTH 2ND STREET (FORMERLY KNOWN AS PINE STREET, AS SHOWN ON SAID AARON LEE'S MAP OF FORT PIERCE AND BEING A 60.00-FOOT-WIDE PUBLIC RIGHT-OF-WAY), A DISTANCE OF 254.00 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF SAID MAP OF FORT PIERCE, SAID CORNER BEING THE POINT OF BEGINNING; THENCE NORTH 18°44'11" WEST, ALONG THE WEST LINE OF LOTS 2 AND 1 AND EAST RIGHT-OF-WAY LINE OF SAID 2ND STREET A DISTANCE OF 69.41 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF- WAY LINE OF THE ADJUSTED NORTH 2ND STREET; THENCE NORTH 32°17'09" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 371.24 FEET TO A POINT ON THE 3.50-FOOT-WIDE CONCRETE BULKHEAD BOUNDING MOORES CREEK; THENCE ALONG SAID BULKHEAD THE FOLLOWING (5) COURSES AND DISTANCES: NORTH 56°42'22" EAST, A DISTANCE OF 44.68 FEET; THENCE NORTH 65°10'23" EAST, A DISTANCE OF 179.28 FEET; THENCE NORTH 74°04'13" EAST, A DISTANCE OF 71.16 FEET; THENCE NORTH 63°51'02" EAST, A DISTANCE OF 224.31 FEET; THENCE NORTH 61°33'56" EAST, A DISTANCE OF 29.63 FEET TO A POINT ON THE WESTERLY RIGHT-OF- WAY LINE OF INDIAN RIVER DRIVE (A VARIABLE-WIDTH RIGHT-OF-WAY), AS SHOWN ON THE STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 94500, LAST REVISED OCTOBER 5, 1960; THENCE SOUTH 18°43'54" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 491.42 FEET TO A POINT ON THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT 2, AND LOT 3, SAID BLOCK F; THENCE SOUTH 71°18'49" WEST, ALONG SAID EASTERLY PROLONGATION, AND THE SOUTH LINE OF SAID LOT 3, AND 2, A DISTANCE OF 457.21 FEET TO THE POINT OF BEGINNING.
CONTAINING 5.266 ACRES (229,381.98 SQUARE FEET), MORE OR LESS. TOGETHER WITH PARCEL B (NORTH):
BEING A PARCEL OF LAND LYING IN BLOCK “A” AND A PORTION OF LOT 1, BLOCK “B”, ACCORDING TO AARON LEE'S MAP OF FORT PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 189 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF LOT 8, BLOCK F, OF SAID AARON LEE'S MAP OF FORT PIERCE, PROCEED NORTH 18°44'11” WEST ALONG THE WEST LINE OF BLOCK F AND THE EAST RIGHT-OF-WAY LINE OF NORTH 2ND STREET (FORMERLY KNOWN AS PINE STREET, AS SHOWN ON SAID AARON LEE'S MAP OF FORT PIERCE AND BEING A 60.00-FOOT-WIDE PUBLIC RIGHT-OF-WAY), A DISTANCE OF 323.41 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF THE ADJUSTED NORTH 2ND/ STREET; THENCE NORTH 32°17'09" WEST, ALONG SAID EAST RIGHT-OF- WAY LINE, A DISTANCE OF 371.24 FEET TO A POINT ON THE 3.50-FOOT-WIDE CONCRETE BULKHEAD BOUNDING MOORES CREEK; THENCE CONTINUE NORTH 32°17'09” WEST, A DISTANCE OF 44.51 FEET TO A POINT ON THE NORTHERLY 3.50- FOOT-WIDE CONCRETE BULKHEAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 32°17'09" WEST, DEPARTING SAID CREEK, AND ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 53.76 FEET TO A POINT ON THE WEST LINE OF LOT 1, BLOCK “B”; THENCE NORTH 18°44'11" WEST, A DISTANCE OF 67.04 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, AND A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF AVENUE C (FORMERLY KNOWN AS SEMINOLE AVENUE AS SHOWN ON SAID AARON LEE'S MAP OF FORT PIERCE); THENCE NORTH 71°02'48" EAST, DEPARTING SAID NORTHWEST CORNER AND ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 304.27 FEET TO THE WEST LINE OF THE EAST 92.7 FEET OF LOT 1 OF BLOCK “A” OF SAID AARON LEE'S MAP OF FORT PIERCE; THENCE SOUTH 18°43'54" EAST, A DISTANCE OF 103.40 FEET TO A POINT ON THE NORTHERLY 3.50-FOOT-WIDE CONCRETE BULKHEAD BOUNDING MOORES CREEK; THENCE ALONG SAID CONCRETE BULKHEAD THE FOLLOWING (4) COURSES AND DISTANCES: SOUTH 74°39'15" WEST, A DISTANCE OF 51.85 FEET; THENCE SOUTH 65°37'46" WEST, A DISTANCE OF 181.91 FEET; THENCE SOUTH 70°48'08" WEST, A DISTANCE OF 53.29 FEET; THENCE SOUTH 53°00'56" WEST, A DISTANCE OF 5.89 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.759 ACRES (33,042.66 SQUARE FEET), MORE OR LESS.

TOGETHER WITH PARCEL C (WEST):
A PARCEL OF LAND BEING LOTS 5 AND 6 OF BLOCK “E”, PORTIONS OF LOTS 7 AND 8 OF BLOCK “E”, A PORTION OF AVENUE “B” AS SHOWN ON AARON LEE'S MAP OF FORT PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 189 TOGETHER WITH LOT 1 AND THE WEST 3.50 FEET OF LOT 2 OF THE NEW SUBDIVISION BLOCK E OF AARON LEE'S MAP OF FORT PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 192, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF LOT 8, BLOCK F, OF SAID AARON LEE'S MAP OF FORT PIERCE, PROCEED SOUTH 71°18'49” WEST, ALONG THE EASTERLY PROLONGATION OF THE SOUTH LINE OF BLOCK “E” AND ALONG SAID SOUTH LINE, A DISTANCE OF 310.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH BLOCK LINE SOUTH 71°25'01" WEST, A DISTANCE OF 8.93 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILROAD AS SHOWN ON THE STATION MAP, SOUTHERN DIVISION, FLORIDA EAST COAST RAILWAY COMPANY FLAGLER SYSTEM STATION 12741+93.7 TO STATION 12796+90.0, DATED SEPTEMBER 5, 1944; THENCE NORTH 18°21'33" WEST, ALONG SAID EASTERLY RIGHT- OF-WAY LINE, A DISTANCE OF 400.00 FEET A POINT ON THE NORTH LINE OF LOT 7, SAID BLOCK “E”, SAID NORTH LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF AVENUE “B”, BEING FORMERLY KNOWN AS TROPICAL AVENUE AS SHOWN ON AFOREMENTIONED AARON LEE'S MAP OF FORT PIERCE (A 65.00-FOOT-WIDE RIGHT- OF-WAY); THENCE SOUTH 71°18'49" WEST, A DISTANCE OF 42.46 FEET; THENCE NORTH 18°49'01" WEST, A DISTANCE OF 65.00 FEET; THENCE NORTH 71°18'49" EAST, A DISTANCE OF 40.00 FEET;THENCE NORTH 18°49'01" WEST, A DISTANCE OF 72.51 FEET TO A POINT ON THE SOUTH TOP OF BANK OF MOORES CREEK; THENCE ALONG SAID SOUTH TOP OF BANK THE FOLLOWING (4) COURSES AND DISTANCES: NORTH 49°57'34" EAST, A DISTANCE OF 64.50 FEET; THENCE NORTH 33°59'38" EAST, A DISTANCE OF 70.44 FEET; THENCE NORTH 31°08'29" EAST, A DISTANCE OF 82.06 FEET; THENCE NORTH 0°15'54" EAST, A DISTANCE OF 14.97 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE ADJUSTED 2ND STREET (A 60.00-FOOT-WIDE PUBLIC RIGHT-OF-WAY); THENCE SOUTH 32°17'09" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 320.88 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 2ND STREET AS SHOWN ON AFOREMENTIONED AARON LEE'S MAP OF FORT PIERCE; THENCE SOUTH 18°44'11" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 8.92 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 1, SAID BLOCK “E”; THENCE SOUTH 71°18'49" WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 146.50 FEET TO A POINT OF INTERSECTION WITH A LINE LYING AND BEING 3.50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF LOT 2, SAID BLOCK “E”; THENCE SOUTH 18°44'11" EAST, A DISTANCE OF 50.00 FEET TO THE SOUTH LINE OF SAID LOT 2, SAID LINE ALSO BEING THE NORTH LINE OF LOT 3, SAID BLOCK “E”; THENCE SOUTH 71°18'49" WEST, ALONG SAID NORTH LOT LINE, A DISTANCE OF 3.50 FEET TO THE WEST LINE OF SAID LOT 3; THENCE SOUTH 18°44'11" EAST, ALONG THE WEST LINE OF LOTS 3 AND 4 AND THE SOUTHERLY PROLONGATION THEREOF, A DISTANCE OF 115.00 FEET TO A POINT ON A LINE LYING AND BEING 15.00 FEET SOUTH OF AND PARALLEL WITH THE NORTHERLY RIGHT-OF-WAY LINE OF CHURCH STREET, FORMERLY KNOWN AS PALM TERRACE ON THE AFOREMENTIONED AARON LEE'S MAP OF FORT PIERCE (A 50.00-FOOT-WIDE RIGHT-OF-WAY; THENCE SOUTH 71°18'49" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 100.00 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE WEST LINE OF LOT 9, SAID BLOCK “E”; THENCE SOUTH 18°44'11" EAST, ALONG SAID PROLONGATED LINE AND WEST LINE OF LOT 9 A DISTANCE OF 185.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1.799 ACRES (78,361.87 SQUARE FEET), MORE OR LESS.

PROPOSED SITE PLAN





ELEVATIONS



APPROVED INTERNAL WEST ELEVATION — FEBRUARY 2022



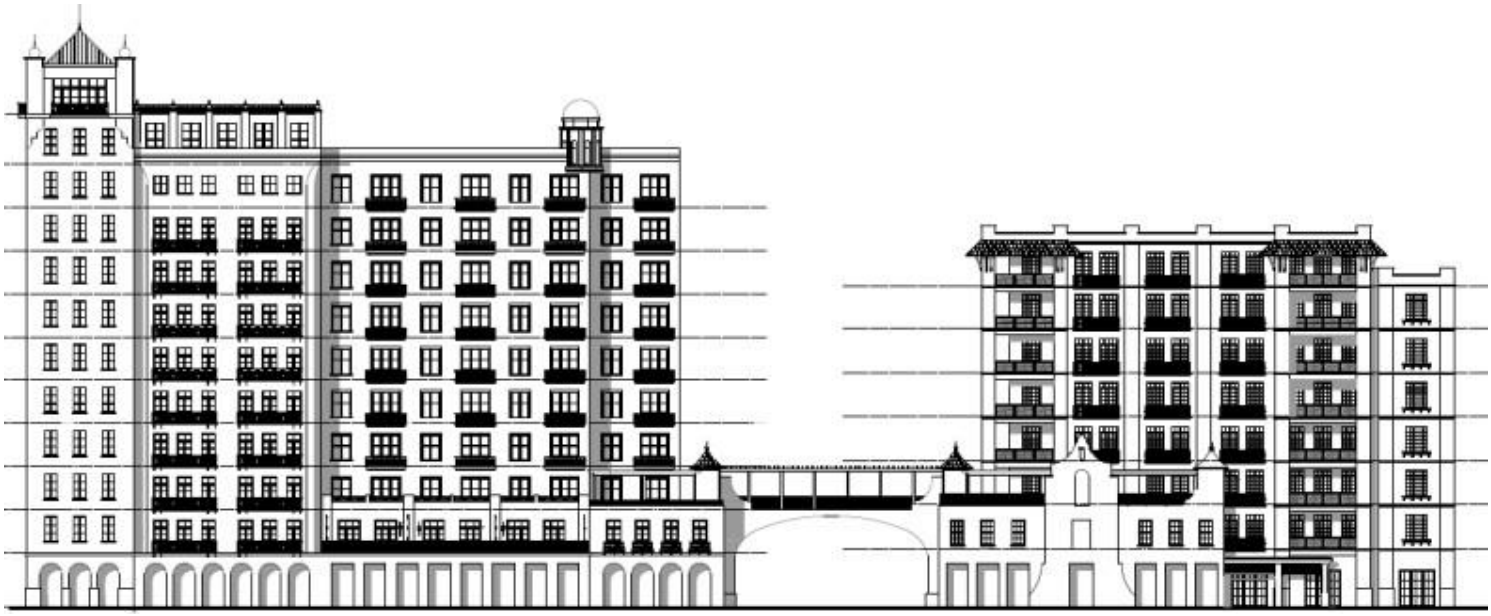
PROPOSED SE INTERIOR ELEVATION



APPROVED INTERNAL NORTH ELEVATION — FEBRUARY 2022



PROPOSED INTERNAL NE ELEVATION



APPROVED EAST ELEVATION — FEBRUARY 2022



PROPOSED EAST ELEVATION



APPROVED SOUTH ELEVATION — FEBRUARY 2022



PROPOSED SOUTH ELEVATION

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Kings Landing 25-025

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: August 17th 2025

NOTICE BY MAIL: N/A

NOTICE BY SIGNS: July 10th, 2025

VERIFIED BY: Kev Freeman **TITLE:** Planning Director

SIGNATURE:  **DATE:** August 21st, 2025

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Received
AUG 26 2025
City Clerk's Office

City Of Fort Pierce
100 N. U.S. 1
Fort Pierce FL 34950

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Govt Public Notices, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

08/17/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 08/17/2025

Legal Clerk

Notary, State of WI, County of Brown

5/15/27
My commission expires

Publication Cost:	$158.40	
Tax Amount:	$0.00	
Payment Cost:	$158.40	
Order No:	11573524	# of Copies:
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Please do not use this form for payment remittance.

NANCY HEYRMAN
Notary Public
State of Wisconsin

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 125-37 of the Code of Ordinances of the City of Fort Pierce, and Section 166.041 (3)(a) of Florida State Statutes, will on Tuesday, September 2, 2025 at 5:05 p.m. hold a Quasi-Judicial Public Hearing on first reading and will on Monday, September 15 at 5:05 p.m. hold a second reading on the enactment of the proposed ordinance in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, to consider review and approval of:

ORDINANCE NO. 25-025 - AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING THE KING'S LANDING PLANNED DEVELOPMENT IN RESPECT OF EIGHT (8) PARCELS AND REPRESENTING APPROXIMATELY 7.50 ACRES OF LAND GENERALLY LOCATED AT OR NEAR 322 NORTH 2ND STREET AS ESTABLISHED BY ORDINANCE NO. 20-012 AND AMENDED BY ORDINANCE 22-003 AND THE ASSOCIATED CONCEPTUAL SITE PLAN(S) THERETO; APPROVING A FINAL SITE PLAN; APPROVING A PLANNED DEVELOPMENT ZONING AGREEMENT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

SUBJECT PROPERTY: PARCEL ID(s): 2410-503-0041-020-4, 2410-503-0043-000-2, 2410-503-0020-000-5, 2410-503-0019-010-8, 2410-503-0019-000-5, 2410-503-0034-000-6, 2410-503-0036-010-3, and 2410-503-0030-000-8

All interested parties may appear at the meeting and be heard with respect to the Application(s). The Quasi-Judicial procedures can be found on the City's website: https://www.cityoffortpierce.com/DocumentCenter/View/6740/Quasi-Judicial-Procedures. Said applications will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. Highway 1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3065 at least 48 hours prior to the meeting.

/s/ Linda W. Cox, City Clerk
Publication Dates
LSAR0351238

City Commission Regular Meeting - 5:05 PM **12. D.**

Meeting Date: 09/02/2025

Re: Sunrise Village Apartments (Major Site Plan and Innovative Community Development) - 3000 Okeechobee Rd.

Submitted For: Kev Freeman, Planning Director, Planning Department

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SUBJECT:

Quasi-Judicial Hearing - an application for Major Site Plan with innovative designs has been submitted by property owner, Arrow Investment Group, LLC and Representative WGI, Inc., to construct a 106 apartments on 6.87 acres, located at 3000 Okeechobee Rd., Fort Pierce, FL. The properties are zoned Medium Density Residential (R-4). Parcel ID is 2417-504-0020-0001-6.

SUMMARY:

A major site with innovative design application has been submitted by applicant WGI, Inc., on behalf of property owner, Arrow Investment Group, LLC to a develop multi-family living space on 6.87 acres of land.

RECOMMENDATION:

Staff's recommendation is for **Approval** of the major site plan and innovative community design with the following seven (7) conditions:

1. Prior to issuance of final certificate of occupancy, a Landscape Maintenance Agreement shall be approved and shall acknowledge the following:
    a.All approved landscaping shall be installed, irrigated, and maintained in perpetuity in accordance with section 123-7 of the City Code of Ordinances, in order that it continues to present a healthy, neat, and orderly appearance free of refuse and debris, in conformity with the following requirements:
        i.Vegetation required by this article shall be replaced with equivalent or better vegetation if it is not living. All trees for which credit is awarded, and which subsequently die shall be replaced by the same or greater number of living trees according to the standards established in this article
        ii.Maintenance shall include sufficient weeding, watering, fertilizing, pruning, mowing, edging, mulching and other horticultural practices to ensure that the landscaping continues to maintain a healthy, neat, and orderly appearance
2. A 5-foot sidewalk along S. 31st Street to provide site connectivity to the existing Okeechobee Road sidewalk
3. A 12.5 ft. right-of-way donation on S. 31st Street
4. Prior to the CO, a maintenance plan and agreement signed by the owner and/or operating entity shall be notarized and submitted to the City Engineer. The agreement shall include the operation and maintenance of all stormwater facilities and shall ensure the stormwater management system has a plan for the removal of nuisance and invasive exotics or other vegetation to ensure no re-growth of the same
5. Sign permits shall be filed separately during the permit process
6. An updated Environmental Assessment shall be required prior to land clearing and development

7. Prior to the issuance of any site clearing permits, the applicant shall provide a Tree Mitigation Survey and coordinate with the City of Fort Pierce Arborist for the required mitigation of the City's regulated trees proposed to be removed as a result of its site development/construction activity

ALTERNATIVES:

1. Recommend approval with additional/modified conditions
2. Recommend approval

RESPONSIBLE STAFF:

Kerry C. Driver - Senior Planner

COORDINATED WITH:

1. Technical Review Committee
2. Planning Board

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Staff's Presentation
Staff Report
Applicant File
Staff's Supporting Documents
Site Plan for Signature
Public Notice
Applicant Presentation
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Richard Chess	08/22/2025 04:49 PM

Form Started By: Kerry Driver
Started On: 08/12/2025 10:24 AM
Final Approval Date: 08/22/2025

CITY OF FORT PIERCE

City Commission

September 2nd 2025

PZSITE2025-00009

Sunrise Village Apartments – Major Site Plan

(Innovative Community Development/Affordable Units)

3000 Okeechobee Rd.

APPLICANT

Arianna Hillard

WGI, Inc.

PROPERTY OWNER(S)

Arrow Investment Group, LLC

PARCEL ID #(S):

2417-504-0020-001-6

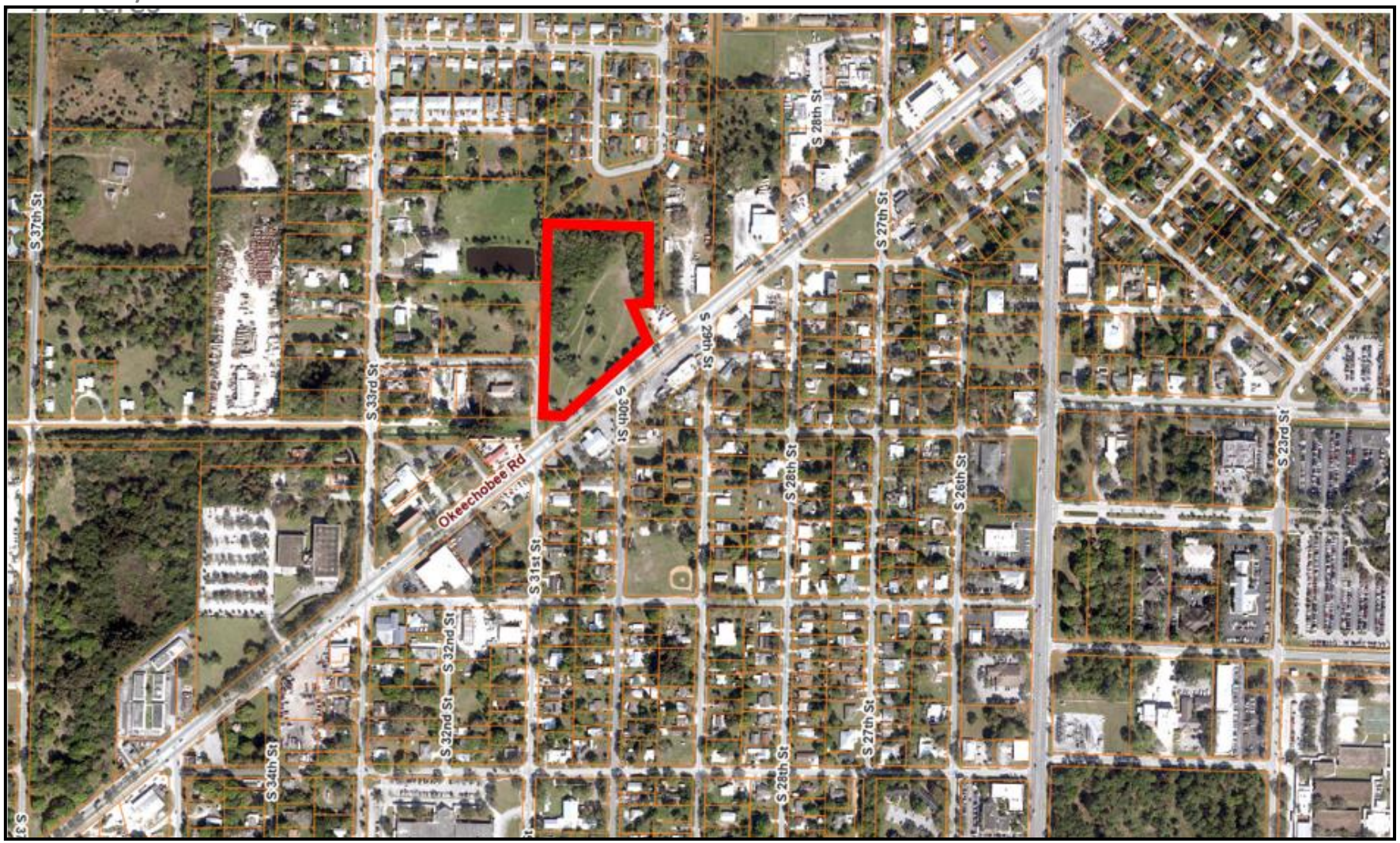
(3000 Okeechobee Rd.)

SUMMARY

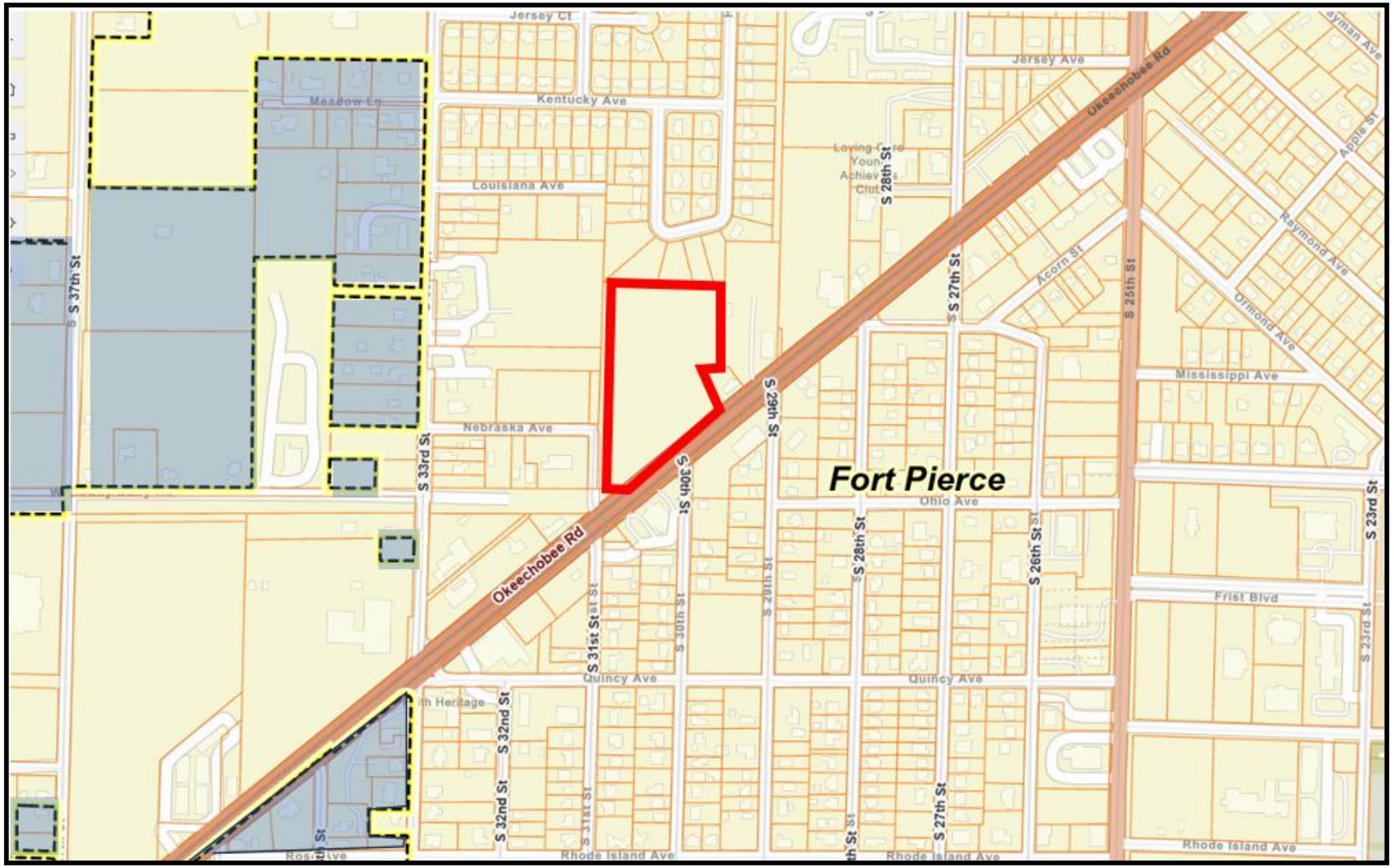
The applicant is requesting the review and approval of a Major Site Plan (Innovative Community Development) to develop 106 apartment units at 3000 Okeechobee Rd. The three (3) multi-level, multi-family buildings proposes to offer community amenities and resources, unique architectural designs, enhanced landscaping and transit-oriented design features.

SITE LOCATION

SITE AREA= 6.87 +/- Acres



SITE LOCATION

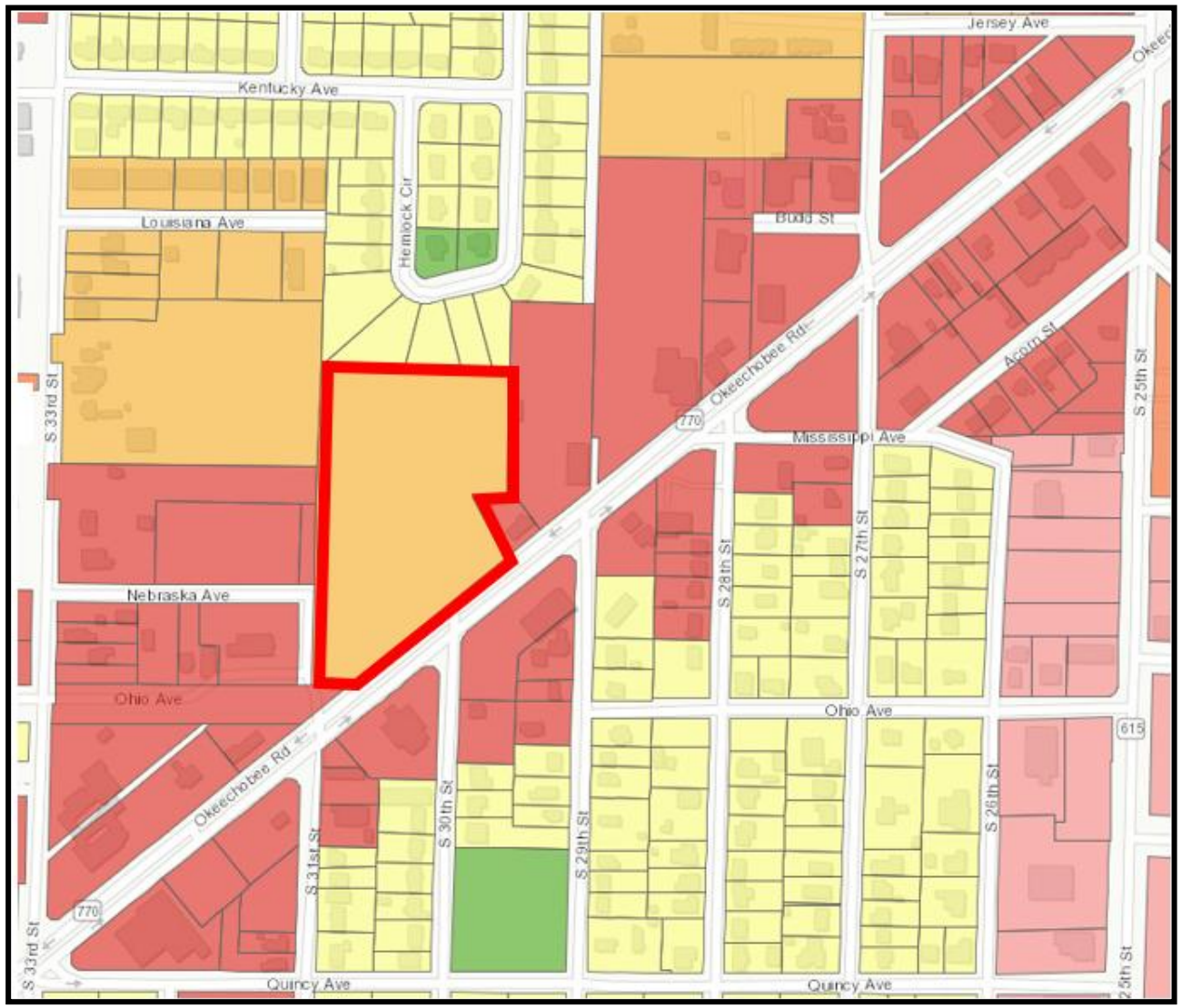


Sunrise Village Apartments – Major Site Plan -3000 Okeechobee Rd.

FUTURE LAND USE

FLU: RM (Medium Density Residential

- COS, Conservation & Open Space
- GC, General Commercial
- OP, Office-Professional & Business Services
- RL, Low Density Residential
- RM, Medium Density Residential



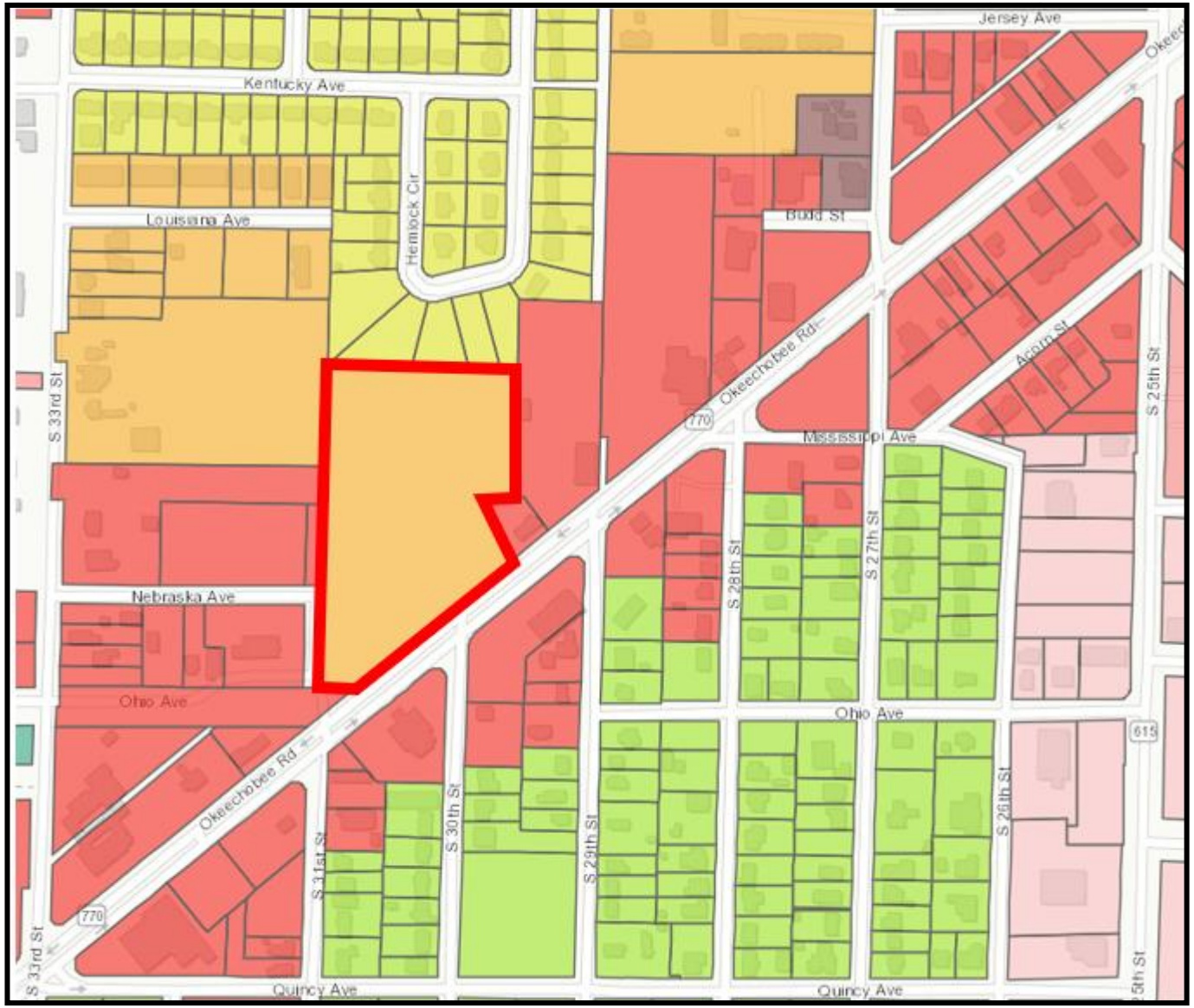
Sunrise Village Apartments – Major Site Plan -3000 Okeechobee Rd.

ZONING

Zoning: R-4, Medium Density Residential

- C-1, Office Commercial
- C-2, - Neighborhood Commercial
- C-3, General Commercial
- C-4, Central Commercial
- CP-1, - Commercial Parkway
- R-2, Single Family Intermediate Density
- R-3, Single Family Moderate Density
- R-4, Medium Density Residential

*rezoning ordinance 20-023/20-024 from C-3



Sunrise Village Apartments – Major Site Plan -3000 Okeechobee Rd.

Article V: Sec. 125-243

Innovative Community Development

Purpose. Innovative community developments are primarily creative and imaginative housing, mixed-use and community-oriented development. **Innovation is achieved** by use of material, solar juxtaposition, clustering, positive environmental impacts, energy efficiency, **economic sustainability and by employing methods to achieve distinctiveness and excellence in siting, design, pedestrian accessibility, and landscaping.**

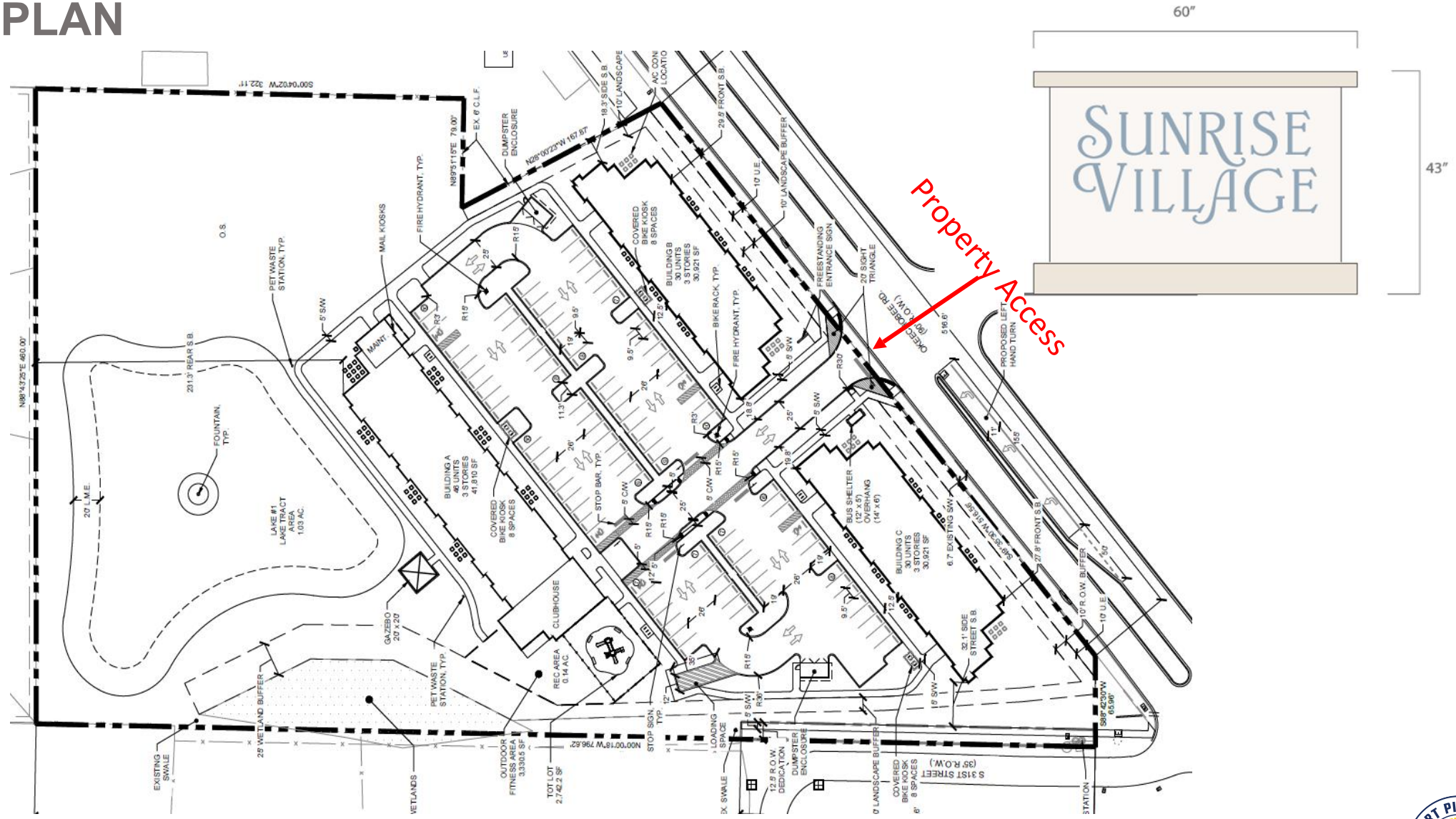
Potential uses. The following uses are allowed in an innovative community development if, through conditional use review process, the city commission considers them appropriate for the particular development being proposed:

(2) Duplexes, quadplexes, triplexes, and **multifamily housing** developments, when permitted in the zone.

1.1.7 Policy:

The City will allow a density bonus of 5 dwelling units per acre above the maximum permitted density for developments located within ¼ mile of a rail station, multimodal transit center, or transit stop.

SITE PLAN



Sunrise Village Apartments – Major Site Plan -3000 Okeechobee Rd.

SITE PLAN details

SITE DATA

APPLICATION NAME		SUNRISE VILLAGE
EXISTING FUTURE LAND USE		RM
EXISTING ZONING DISTRICT		R-4
SEC 17	TOWN 35S	RANGE 40E
PROPERTY CONTROL NUMBER(S)		2417-504-0020-001-6
EXISTING USE		VACANT
PROPOSED USE		MULTIFAMILY
GROSS SITE AREA		6.80 AC.
ROW DEDICATION		0.08 AC.
NET SITE AREA		6.72 AC.
TOTAL UNITS PROPOSED		106 DU
PROPOSED GROSS DENSITY		15.6 D.U./AC.
STANDARD PARKING REQUIREMENT		159 SPACES
TOTAL PARKING PROVIDED		106 SPACES
ACCESSIBLE PARKING PROVIDED		5 SPACES
BICYCLE SPACES REQUIRED		11 SPACES
BICYCLE SPACES PROPOSED		42 SPACES
COVERED BIKE SPACES		24 SPACES
EXTERIOR BIKE SPACES		18 SPACES
MAX BUILDING HEIGHT		45'
PROPOSED BUILDING HEIGHT		3 STORIES (45')
REC PROVIDED		0.14 AC.
PROPOSED LAKE TRACT AREA		(15.2%) 1.03 AC.
MAX. BUILDING LOT COVERAGE		(50%) 3.4 AC.
PROPOSED BUILDING LOT COVERAGE		(12.5%) 0.85 AC.
MIN. OPEN SPACE REQUIREMENT		(25%) 1.7 AC.
PROPOSED OPEN SPACE		(62.1%) 4.23 AC.

Proposed Units	106
Floor Plan	3-story 3 buildings
Bedrooms	1–3-bedroom units
Community	• 1.03-acre lake w/ fountain • 2 pet waste stations • 20x20 gazebo • Indoor & Outdoor fitness area • Tot Lot and Recreation area • Activity room • Great room • Covered bus shelter • 3 8-space covered bike kiosks, 1 bike rack • ¼ mile ART route 3 (corner of Okeechobee Rd. & S. 33rd St.) • 100% affordable housing

INTIAL DESIGN RENDERINGS

At the **August 11th** Planning Board meeting, the application received an unanimous vote of approval

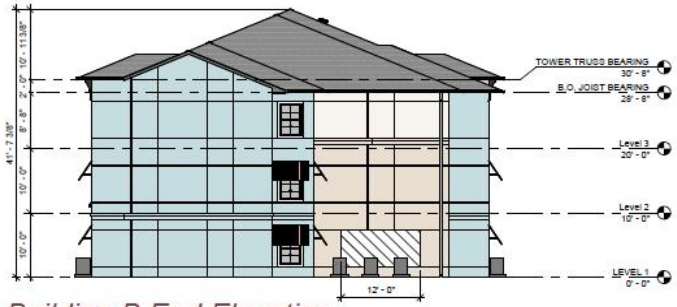


buffer

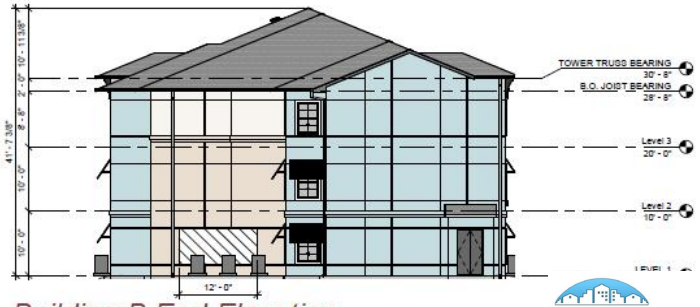
Pedestrian privacy

Building articulations

ELEVATION DETAILS



Building B End Elevation



Building B End Elevation



Building B Elevation - Facing Parking



Building B Elevation - Facing Okeechobee



MODIFIED DESIGN RENDERINGS





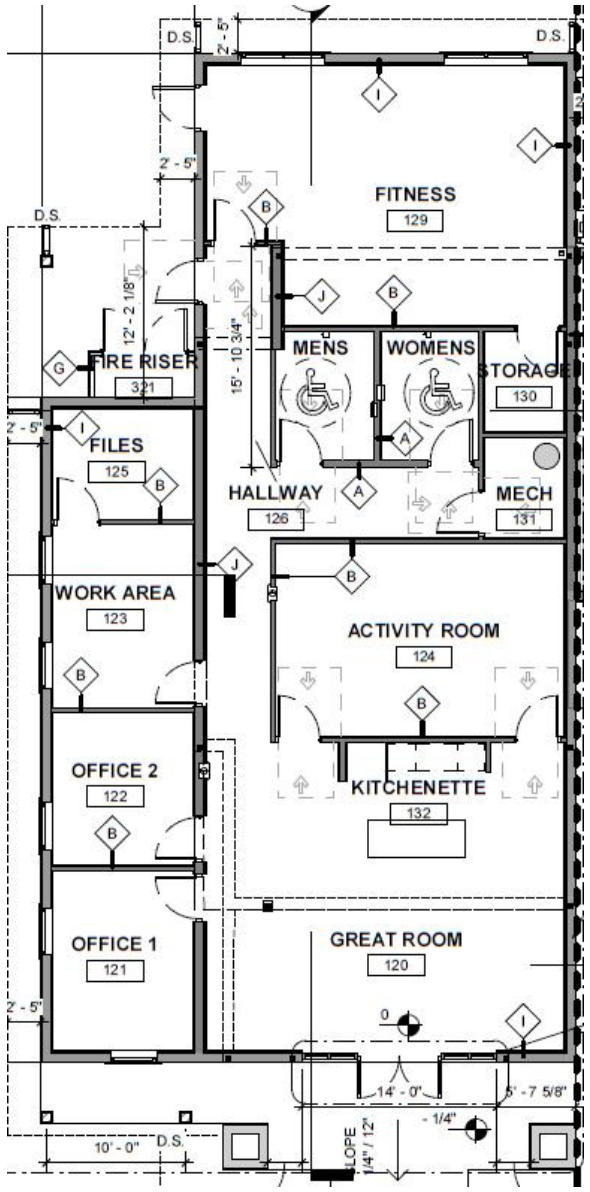


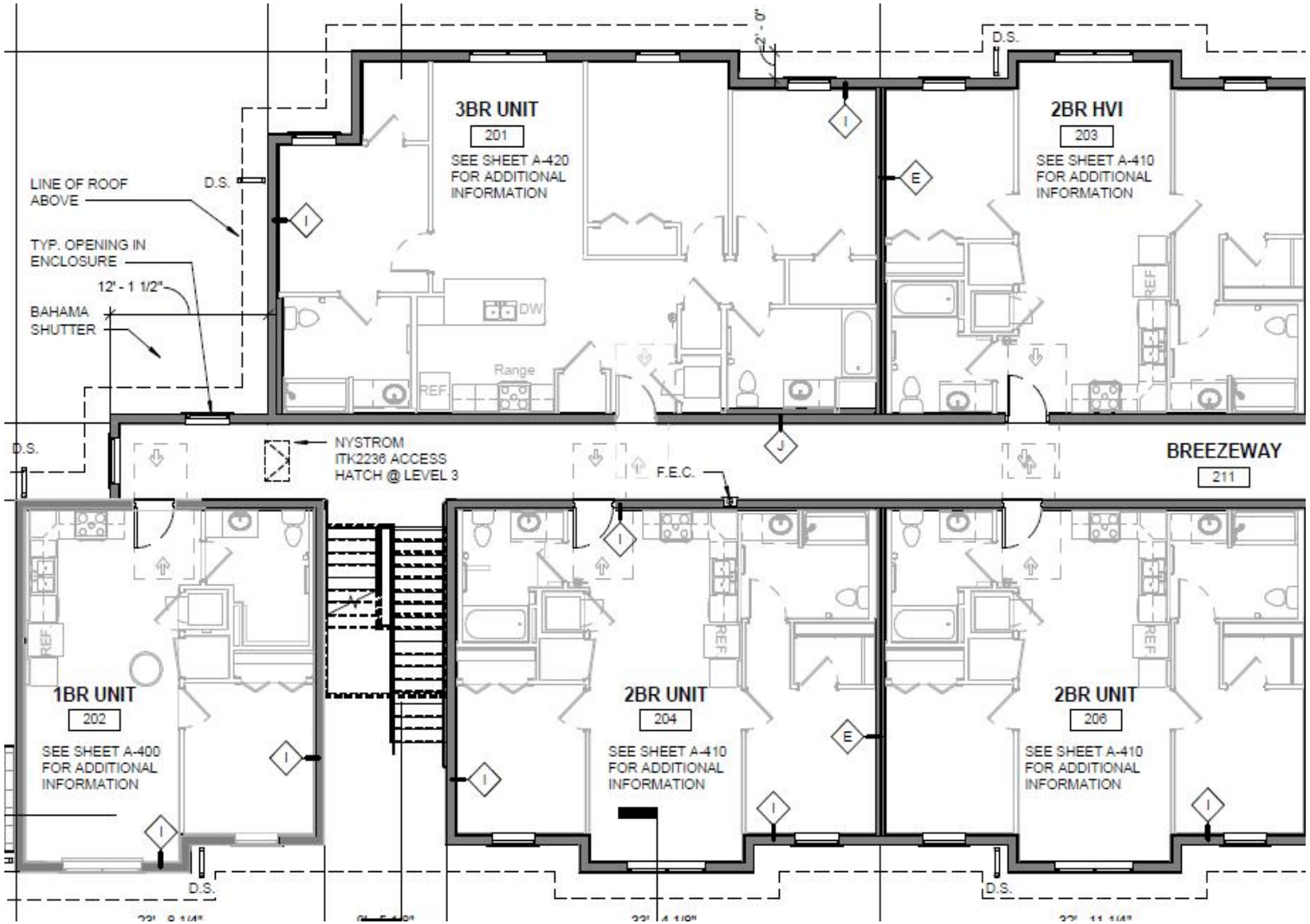
*awnings
*Stucco banding
*Hipped roof w/ slope
*Varied roof heights (low roofs)
*Decorative fixtures at pedestrian entrances

*decorative 4ft fence
* Mature tree placement for privacy

Sunrise Village Apartments – Major Site Plan -3000 Okeechobee Rd.

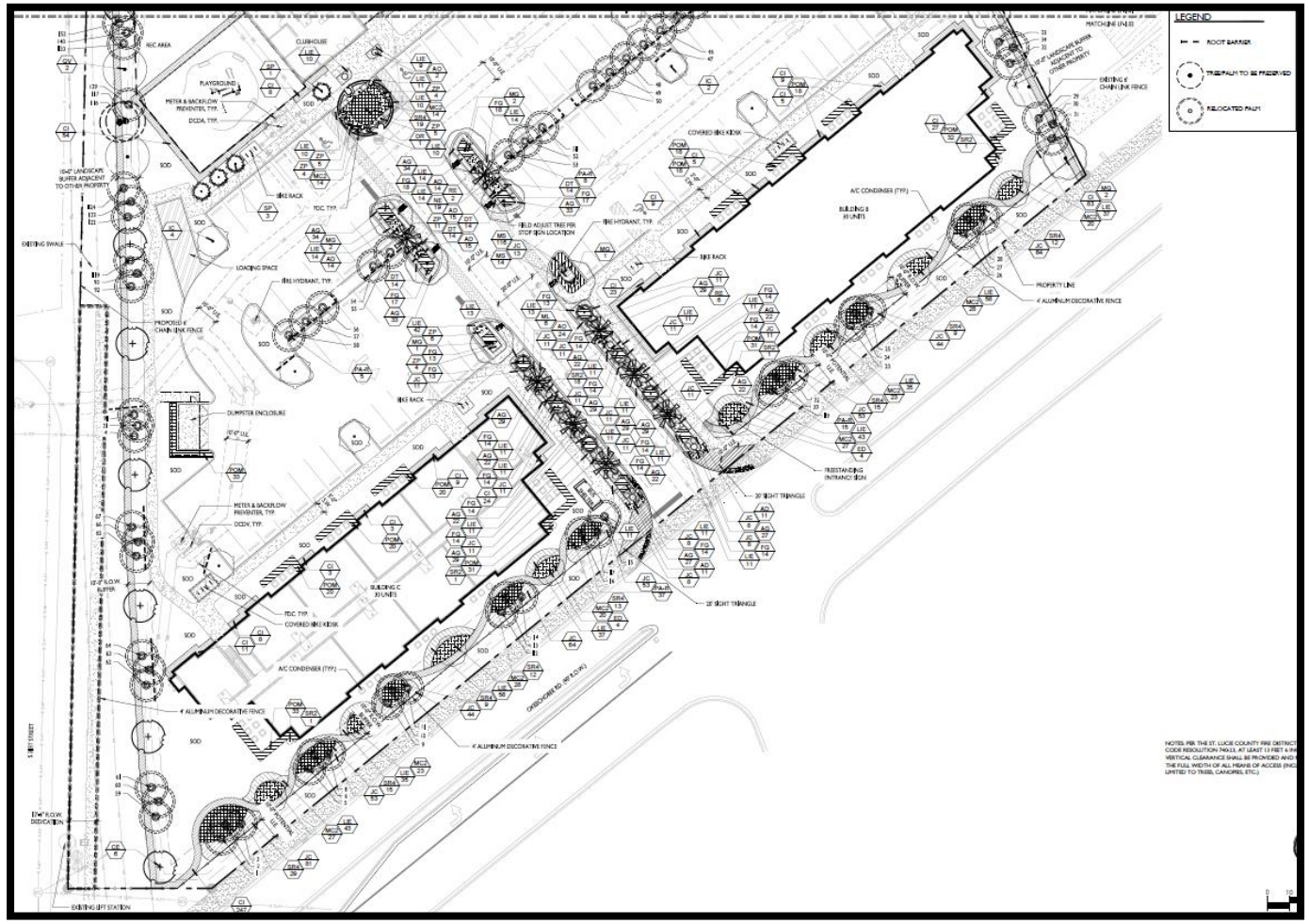
FLOOR PLAN





Sunrise Village Apartments – Major Site Plan -3000 Okeechobee Rd.

LANDSCAPE PLAN



	Required	Provided
West Buffer	7 trees	8 trees w/ 36'' hedge
East Buffer	9 trees	9 trees w/ 36'' hedge
South R.O.W. Buffer	14 trees	34 trees w/ 36" hedge
West R.O.W. Buffer	9 trees	9 trees w/ 36'' hedge
Interior Landscape	33 trees	34 trees
		10' landscape buffer adjacent to other properties
		10' R.O.W. landscape buffer
Preserved Trees		27
Preserved Palms		59

*226 relocated and preserved trees on property
*34 trees w/ continuous hedge along south property line

- Max height 36'
- 4ft height decorative fence along Okeechobee Rd. and 6ft height fence along east-end of property

RECOMMENDATIONS

Staff has confirmed that the enhanced architectural design features and community amenities align with the city's expectations, as referred to the Sec. 125-143, Innovative Community Design.

Staff's recommendation is **APPROVAL** of the site plan with the following seven (7) conditions:

1. Prior to issuance of final certificate of occupancy, a Landscape Maintenance Agreement shall be approved and shall acknowledge the following:
    a. All approved landscaping shall be installed, irrigated, and maintained in perpetuity in accordance with section 123-7 of the City Code of Ordinances, in order that it continues to present a healthy, neat, and orderly appearance free of refuse and debris, in conformity with the following requirements:
        i. Vegetation required by this article shall be replaced with equivalent or better vegetation if it is not living. All trees for which credit is awarded, and which subsequently die shall be replaced by the same or greater number of living trees according to the standards established in this article
        ii. Maintenance shall include sufficient weeding, watering, fertilizing, pruning, mowing, edging, mulching and other horticultural practices to ensure that the landscaping continues to maintain a healthy, neat, and orderly appearance
2. A 5-foot sidewalk along S. 31st Street to provide site connectivity to the existing Okeechobee Road sidewalk
3. A 12.5 ft. right-of-way donation on S. 31st Street

RECOMMENDATIONS cont'd

4. Prior to the CO, a maintenance plan and agreement signed by the owner and/or operating entity shall be notarized and submitted to the City Engineer. The agreement shall include the operation and maintenance of all stormwater facilities and shall ensure the stormwater management system has a plan for the removal of nuisance and invasive exotics or other vegetation to ensure no re-growth of the same
5. Sign permits shall be filed separately during the permit process
6. An updated Environmental Assessment shall be required prior to land clearing and development
7. Prior to the issuance of any site clearing permits, the applicant shall provide a Tree Mitigation Survey and coordinate with the City of Fort Pierce Arborist for the required mitigation of the City's regulated trees proposed to be removed as a result of its site development/construction activity

ALTERNATIVE RECOMMENDATION

1. Recommend Approval with additional/modified conditions.

2. Recommend Disapproval.

CITY OF FORT PIERCE

City Commission

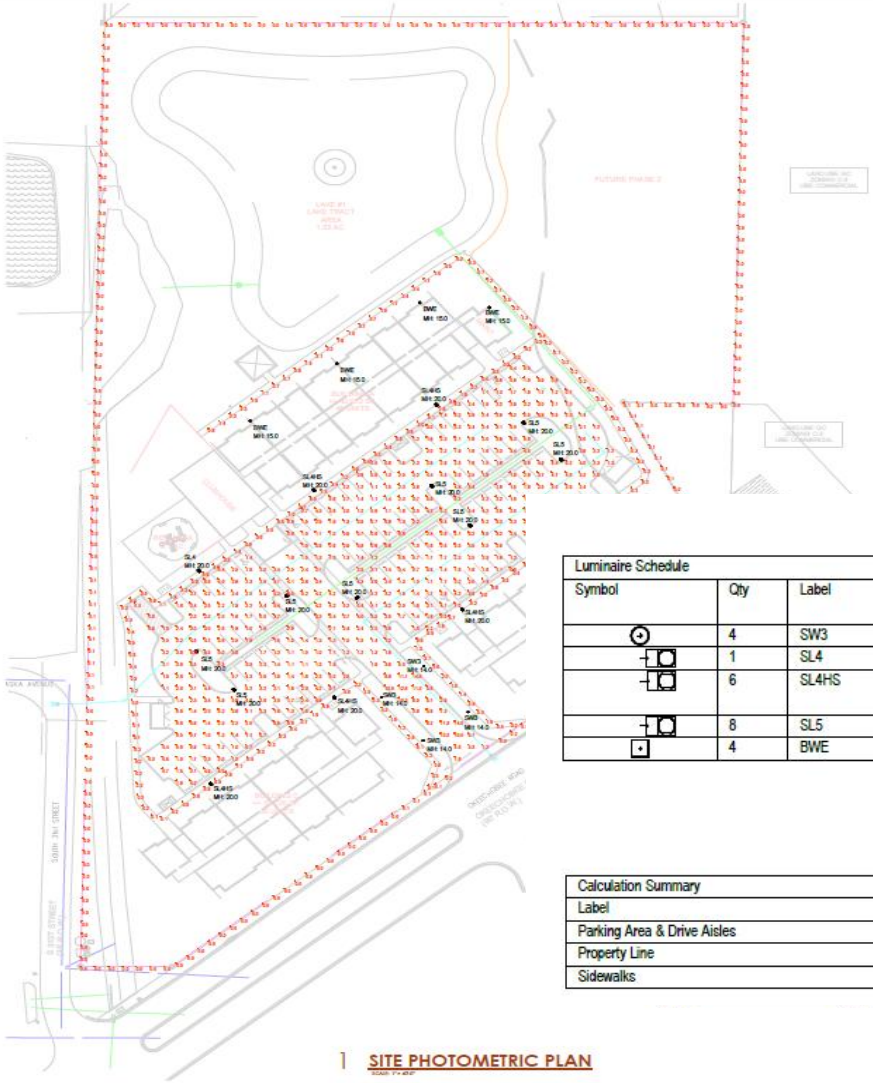
September 2nd, 2025

Sunrise Village Apartments – Major Site Plan

(Innovative Community Development/Affordable Units)

3000 Okeechobee Rd.

LIGHTING PLAN



1 SITE PHOTOMETRIC PLAN

bdg architects

400 N Ashley Drive Suite 600 Tampa, FL 33602 | T: 813 - 323 - 3233 Lic #: AA - 0003590 W: www.bdgllp.com

Joseph, Lawrence & Co Consulting Engineers

SUNRISE VILLAGE

FT. PIERCE, FL

Luminaire Schedule

Symbol	Qty	Label	Arrangement	Description	Tag	LLF	Luminaire Lumens	Luminaire Watts	Total Watts
	4	SW3	Single	GPX-22-75W-MCTP-5070-Type III 4000K	SW3	1.000	9932	75	300
	1	SL4	Single	AR2-100P-40-T4 @120V 100W 4000K	SL4	0.900	14778	100.6	100.6
	6	SL4HS	Single	AR2-100P-40-T4 @120V 100W 4000K with Visor	SL4HS	0.900	8896	100.474	602.844
	8	SL5	Single	AR2-100P-40-T5 @120V 100W 4000K	SL5	0.900	15101	101.67	813.36
	4	BWE	Single	101L-32L-530-NW-G1-4	BWE	0.900	5316	19.0904	76.362

Calculation Summary

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Parking Area & Drive Aisles	Illuminance	Fc	2.75	14.6	0.3	9.17	48.67
Property Line	Illuminance	Fc	0.01	0.3	0.0	N.A.	N.A.
Sidewalks	Illuminance	Fc	1.7	7.9	0.1	16.9	79.0

PLAN

SHEET NUMBER

E0.12

LANDSCAPE PLAN details

LANDSCAPE REQUIREMENTS

FORT PIERCE, FLORIDA

LANDSCAPING	REQUIRED	PROVIDED
10' LANDSCAPE BUFFER ADJACENT TO OTHER PROPERTY		
1 TREE PER 200SF OF REQUIRED LANDSCAPE AREA CONTINUOUS HEDGE AT 36" HT (3 PALM = 1 TREE @ NO MORE THAN 50% OF TOTAL REQUIRED TREES)	WEST BUFFER 130 LF X 10 LF = 1,300 SF REQUIRED LANDSCAPE AREA 1,300 SF / 200 = 7 TREES EAST BUFFER 168LF X 10 LF = 1,680 SF REQUIRED LANDSCAPE AREA 1,680 SF / 200 = 9 TREES	WEST BUFFER 4 PROPOSED TREES + (10 RELOCATED PALM + 2 PRESERVED PALMS) @ 3:1 = 8 TREES PROVIDED CONTINUOUS HEDGE AT 36" PROVIDED EAST BUFFER 5 PROPOSED TREES + 12 RELOCATED PALMS @ 3:1 = 9 TREES PROVIDED CONTINUOUS HEDGE AT 36" PROVIDED
10' R.O.W. LANDSCAPE BUFFER		
1 TREE PER 300SF OF REQUIRED LANDSCAPE AREA CONTINUOUS HEDGE AT 36" HT (3 PALM = 1 TREE @ NO MORE THAN 50% OF TOTAL REQUIRED TREES)	SOUTH R.O.W. BUFFER: (231 LF + 186 LF) X 10 LF = 2,502 SF REQUIRED LANDSCAPE AREA 2,502 SF / 300 = 14 TREES WEST R.O.W. BUFFER: 266 LF X 10 LF = 2,660 SF REQUIRED LANDSCAPE AREA 2,660 SF / 300 = 9 TREES	SOUTH R.O.W. BUFFER: 8 PROPOSED TREES + 24 RELOCATED PALMS @ 3:1 = 16 TREES PROVIDED CONTINUOUS HEDGE AT 36" PROVIDED WEST R.O.W. BUFFER: 5 PROPOSED TREES + 12 RELOCATED PALMS @ 3:1 = 9 TREES PROVIDED CONTINUOUS HEDGE AT 36" PROVIDED
INTERIOR VUA LANDSCAPE		
1 SF OF INTERIOR LANDSCAPING PER 15 SF OF VEHICULAR USE AREA 1 TREE PER 100SF OF REQUIRED INTERIOR LANDSCAPE AREA EACH SEPARATE LANDSCAPE AREA SHALL HAVE AT LEAST ONE TREE, ONE OR MORE SHRUBS, OR ONE OR MORE HEDGES, AND GROUND COVER.	48,634 SF / 15 SF = 3,243 SF INTERIOR LANDSCAPE AREA 3,243 SF / 100 = 33 REQUIRED TREES	26 PROPOSED TREES + (8 PROPOSED PALMS + 18 RELOCATED PALMS) @ 3:1 = 34 TREES PROVIDED

SHRUB AREAS					
	AD	80	Myers Asparagus Fern	Asparagus densiflorus 'Myers'	18" HT x 18" SPRD @ 18" O.C., MAINTAINED AT 24" HT.
	CI	725	Green Cocoplum	Chrysobalanus icaco	36" HT. X 36" SPRD. @ 36" O.C.
	FG	277	Green Island Ficus	Ficus microcarpa 'Green Island'	12" HT x 12" SPRD @ 18" O.C.
	MC2	224	Pink Muhly	Muhlenbergia capillaris	30" HT X 24" SPRD @ 24" O.C.
	POM	484	Podocarpus	Podocarpus macrophyllus 'Maki'	48" HT x 24" SPRD. @ 24" O.C. FULL TO BASE
	SR4	133	Saw Palmetto	Serenoa repens	36" HT. X 36" SPRD., FULL TO BASE, @ 36" O.C.
	ZP	39	Coontie	Zamia pumila	12" HT. X 12" SPRD. @ 24" O.C.
GROUND COVERS					
	AG	494	Perennial Peanut	Arachis glabrata	6" HT X 12" SPRD @ 12" O.C.
	DT	56	Variegated Flax Lily	Dianella tasmanica 'Variegata'	12" HT X 12" SPRD @ 18" O.C.
	JC	638	Shore Juniper	Juniperus conferta 'Compacta'	6" HT. SPREADING @18" O.C.
	LIE	662	Liriope	Liriope muscari 'Evergreen Giant'	12" HT. X 12" SPRD. @ 18" OC
	MS	130	Powderpuff Mimosa	Mimosa strigillosa	6" HT X 12" SPRD @ 12" O.C.
	NE	19	Boston Fern	Nephrolepis exaltata	12" HT X 12" SPRD @ 18" O.C.

PLANT SCHEDULE OVERALL

SYMBOL	CODE	QTY	COMMON NAME	BOTANICAL NAME	REMARKS
TREES					
	CE	7	Green Buttonwood	Conocarpus erectus	12' HT MIN., 5' SPRD MIN., 3" CAL. TO BE MAINTAINED FOR 5' MIN CLEARWOOD
	DR	1	Royal Poinciana	Delonix regia	20' - 30' HT. x 15' SPRD., 6" CAL. MIN., SPECIMEN, FIELD GROWN, TO BE MAINTAINED FOR 5' MIN CLEARWOOD
	ED	8	Japanese Blueberry Tree	Elaeocarpus decipiens	14' HT. X 5' SPRD., 2.5" MIN. CAL. TO BE MAINTAINED AT 5' CLEARWOOD.
	IC	11	Dahoon Holly	Ilex cassine	12' HT. X 5' SPRD, 2.5" MIN. CAL. TO BE MAINTAINED FOR 5' MIN CLEARWOOD
	MG	11	Southern Magnolia	Magnolia grandiflora	12' HT. X 5' SPRD, 3.5" MIN. CAL. TO BE MAINTAINED FOR 5' MIN CLEARWOOD
	ML	6	Little Gem Dwarf Southern Magnolia	Magnolia grandiflora 'Little Gem'	12' HT. x 6' SPRD, 3" CAL. MIN.
	QV	2	Live Oak	Quercus virginiana	15' HT. X 8' SPRD, 3.5" MIN. CAL. TO BE MAINTAINED FOR 5' MIN CLEARWOOD
PALMS					
	SP	4	Cabbage Palm	Sabal palmetto	14'-16' HT., 10' C.T.
RELOCATED TREES					
	PA-R	76	Relocated Cabbage Palm	Relocated Sabal Palmetto	SEE TABULAR TREE LIST ON TREE INVENTORY PLAN FOR DETAILS
PALM TREES					
	RE	8	Florida Royal Palm	Roystonea elata	10' GW., WITH TROY BELT, FULL INTACT FRONDS.

STraCAT (Sound Transmission Classification Assessment Tool)

Overview

The Sound Transmission Classification Assessment Tool (STraCAT) is an electronic version of Figures 17 and 19 in The HUD Noise Guidebook. The purpose of this tool is to document sound attenuation performance of wall systems. Based on wall, window, and door Sound Transmission Classification (STC) values, the STraCAT generates a composite STC value for the wall assembly as a whole. Users can enter the calculated noise level related to a specific Noise Assessment Location in front of a building façade and STraCAT will generate a target required attenuation value for the wall assembly in STC. Based on wall materials, the tool will state whether the composite wall assembly STC meets the required attenuation value.

How to Use This Tool

Location, Noise Level and Wall Configuration to Be Analyzed

STraCAT is designed to calculate the attenuation provided by the wall assembly for one wall of one unit. If unit exterior square footage and window/door configuration is identical around the structure, a single STraCAT may be sufficient. If units vary, at least one STraCAT should be completed for each different exterior unit wall configuration to document that all will achieve the required attenuation. Additionally, if attenuation is not based on a single worst-case NAL, but there are multiple NALs which require different levels of attenuation around the structure, a STraCAT should be completed for each differing exterior wall configuration associated with each NAL.

Exterior wall configurations associated with an NAL include those with parallel (facing) or near-parallel exposure as well as those with perpendicular exposure. When a façade has parallel or perpendicular exposure to two or more NALs, you should base the required attenuation on the NAL with the highest calculated noise level. For corner units where the unit interior receives exterior noise through two facades, the STraCAT calculation should incorporate the area of wall, window and door materials pertaining to the corner unit's total exterior wall area (i.e., from both walls)

Wall Construction Detail	Area	STC
8x8x16" concrete block (28 lbs/block)	4326	45
Add new wall		
	4,326 Sq. Feet	45

Window Construction Detail	Quantity	Sq Ft/Unit	STC
	0	0	
Vinyl Window 3x5	30	15	52
Vinyl Window 6x5	12	30	52

Criteria	Value
Does wall assembly meet requirements?	Yes

COLOR PALETTE

BLUE SKY COMMUNITIES

Sherwin Williams
Westhighland White
SW 7566

Sherwin Williams
Byte Blue
SW 6498

Sherwin Williams
Moderate White
SW 6140

Sherwin Williams
Sealskin
SW 7675

awnings



Exterior Lighting

27” installed at all stair entries and on clubhouse columns



Exterior Lighting



Metal
Dark Bronze



Shingles
Timberline HD – Oyster Gray

FORT PIERCE, FL · THE SUNRISE CITY ·

SISTER SITE (BLUE SKY LANDING)









Sunrise Village Apartments – Major Site Plan -3000 Okeechobee Rd.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO:	Richard Chess, MBA, City Manager
THROUGH:	Kevin Freeman, Planning Director
FROM:	Kerry C. Driver, Senior Planner
RE:	**Major Site Plan: Innovative Community Development** **3000 Okeechobee Road**
BOARD DATE:	September 2, 2025

STAFF REPORT

Owner:	Mustafa E Altinok Arrow Investment Group, LLC.
Applicant:	WGI, Inc. 2035 Vista Parkway West Palm Beach, FL 33411
Applicant's Request:	Approval of Major Site Plan: ICD
Location(s):	3000 Okeechobee Road
Parcel ID:	2417-504-0020-001-6
Future Land Use:	Medium Density Residential (RM)
Current Zoning:	Medium Density Residential (R-4)

Surrounding FLU:

North	East	South	West
RL	GC	GC	GC

Surrounding Zoning:

North	East	South	West
R-2	C-3	C-3	C-3

Utilities: FPUA



Site Location: 3000 Okeechobee Road

Site Area: 6.87 acres

Staff Analysis:

Request

In accordance with Article V Sections 125-235 of the City Code, the applicant is requesting the review and approval of Conditional Use (Innovative Community Development) with New Construction to develop 106

apartment units.

Future Land Use & Zoning

The Medium Density Residential (RM) designation is intended for parcels that are best suited for multifamily residential uses ranging in density from six and one-half to 12 dwelling units per acre. This category allows small-lot single family units and multifamily dwellings including duplexes, condominiums and townhomes. Limited commercial uses intended to serve the residential uses shall be allowed. Compatible public, quasi-public, and special uses including parks, churches, non-profit clubs, schools and daycare facilities shall also be allowed. This category combines the previously allowed Medium Density Residential (Rme) and Moderate Density Residential (Rmo) categories.

The subject site has a zoning district classification of the Medium Density Residential (R-4) district is designed to accommodate a variety of housing types, including conventional single-family dwellings, duplexes and, where desirable, townhome dwellings, mobile homes or multifamily housing with three or more dwelling units. Maximum gross densities should generally not exceed ten units per acre for conventional developments and 12 units per acre for innovative residential developments. This intensity of residential use is envisioned for locations which have public water and sewer service, and which have adequate access to arterial or collector streets. Certain non-residential uses are permitted under the parameters and safeguards set forth in this section.

Innovative Community Development

According to Article V, Sec. 125-243, the purpose of the Innovative community developments are primarily creative and imaginative housing, mixed-use and community-oriented development. Innovation is achieved by use of material, solar juxtaposition, clustering, positive environmental impacts, energy efficiency, economic sustainability and by employing methods to achieve distinctiveness and excellence in siting, design, pedestrian accessibility, and landscaping. Reductions in required on-site parking, adoption of reduced and zero setbacks, expedited planning review and reductions in various building siting requirements are used to encourage these developments.

Design Review

The architectural style incorporates a blend of modern and traditional elements, and an Anglo Caribbean architectural style with varied rooflines, open stairwells and breezeways, and quality façade treatments. This avoids repetition and enhances neighborhood character. High-performance, sustainable materials including masonry walls and low-VOC interior finishes are incorporated into the design. These enhance durability, lower long-term maintenance and attenuates environmental noise.

The light blue and white exterior buildings colors trimmed with bronze metal shingles provide depth and accentuates the architectural aesthetics. Units are located on one quadrant of the site, ensuring that all units are close to the street to accommodate pedestrian and bike accessibility. This allows for preservation of the site that has semi-natural state. Concrete building material will be utilized to reduce traffic and noise impact outside.

Lower roof overhangs will be added to rear-end of buildings B and C as well as over the mail kiosk located at building A. In addition, metal corbels will be added to exterior of buildings for decorative and overhang

support. Wall mounted light and lantern fixtures will be installed on each side of all stair entries and at the columns of the clubhouse.

Further enhancing the street-facing elevations, Bahama shutters (awnings) will be installed, particularly along Okeechobee Road. All buildings will feature hipped roofs with slopes and roofing is asphalt shingles. Facades include stucco surrounds and banding to articulate different sections and stucco trim window trim is provided.

Parking

Per city code Sec. 125-243, Innovative Community Development code allows for a reduction in on-site parking. Acting on this code, the proposed development has a requirement of 159 parking stalls. The applicant will provide 106 parking stalls. The reduced parking is justified because the property is located within ¼ mile of ART route 3 and there will be 24 bike covered kiosks (1 station with 8 stalls per building) and 1 bike rack.

The reduced parking spaces on site will result in less impervious areas and a reduction to the urban heat island effect.

Landscaping

Enhanced landscape that includes drought-tolerant, native species, and shade trees is provided throughout the site and exceeds code requirements in several areas. Landscape buffers will soften the building edges and define outdoor gathering areas, contributing to a strong sense of place. Approximately 226 trees will be relocated and preserved throughout the property. According to the landscape details, the maximum height of a tree that will be located on site is 36 feet in height. 34 trees with continuous hedging will be planted within the buffer located on south right-of-way. In addition to the landscape buffer that will provide privacy for buildings B and C, there will be a 4ft. height black aluminum decorative fence. Installing the fence will increase privacy and prevent pedestrian trespassing along Okeechobee Road.

Traffic Impact Statement

Truckin Traffic, LLC conducted the traffic study to determine the developments impact. According to the submitted impact statement, Okeechobee Road is operating below 110 percent of the maximum volume. Sunrise Village affordable jousting project meets the de minimis impact thresholds. Simply put, the traffic study conducted indicates that the traffic impact would not affect more than 1 percent of the maximum volume at the adopted level of service of the transportation facility as determined by the local government.

Lighting

The applicant provided a luminaire schedule for the development. A total of 23 single foot candles will be placed throughout the property, providing ample lighting.

Technical Review Committee

All affected departments have reviewed the proposed Major Site Plan: Innovative Community Development with regard to the requirements of the City Code. Findings from the review by corresponding departments and the associated responses by the applicant are provided with the staff's supporting documents.

Neighbor Property Owner Response Summary

A total of 62 notifications of the proposal were mailed to the owners of property located within 500 feet of the subject property. As of August 20, 2025, there has been one (1) response by adjacent property owners regarding the request. An update will be provided to the City Commissioners at the public hearing.

Planning Board Recommendation

The Planning Board, at their August 11,2025 meeting, voted 6-0 to recommend approval of the request with conditions as excepted from Sec. 125-325:

Staff Recommendation*:*

The proposed application meets the minimum standards of the City's Code Section 125-235. Therefore, Staff recommends that the City Commission **APPROVE** the subject: Major Site Plan with innovation with the seven (7) noted two Conditions:

1. Prior to issuance of final certificate of occupancy, a Landscape Maintenance Agreement shall be approved and shall acknowledge the following:
    a. All approved landscaping shall be installed, irrigated, and maintained in perpetuity in accordance with section 123-7 of the City Code of Ordinances, in order that it continues to present a healthy, neat, and orderly appearance free of refuse and debris, in conformity with the following requirements:
        i. Vegetation required by this article shall be replaced with equivalent or better vegetation if it is not living. All trees for which credit is awarded, and which subsequently die shall be replaced by the same or greater number of living trees according to the standards established in this article
        ii. Maintenance shall include sufficient weeding, watering, fertilizing, pruning, mowing, edging, mulching and other horticultural practices to ensure that the landscaping continues to maintain a healthy, neat, and orderly appearance
2. A 5-foot sidewalk along S. 31st Street to provide site connectivity to the existing Okeechobee Road sidewalk
3. A 12.5 ft. right-of-way donation on S. 31st Street
4. Prior to the CO, a maintenance plan and agreement signed by the owner and/or operating entity shall be notarized and submitted to the City Engineer. The agreement shall include the operation and maintenance of all stormwater facilities and shall ensure the stormwater management system has a plan for the removal of nuisance and invasive exotics or other vegetation to ensure no re-growth of the same
5. Sign permits shall be filed separately during the permit process
6. An updated Environmental Assessment shall be required prior to land clearing and development

7. Prior to the issuance of any site clearing permits, the applicant shall provide a Tree Mitigation Survey and coordinate with the City of Fort Pierce Arborist for the required mitigation of the City's regulated trees proposed to be removed as a result of its site development/construction activity

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4623280 OR BOOK 4327 PAGE 333, Recorded 10/01/2019 12:37:51 PM Doc Tax: $3150.00

Prepared by and return to:
James H. Ryan
Attorney at Law
Gary, Dytrych & Ryan, P.A.
701 U. S. Highway One Suite 402
North Palm Beach, FL 33408
561-844-3700
File Number: **84101**

[Space Above This Line For Recording Data]

Special Warranty Deed

This Special Warranty Deed made this **30th** day of **September, 2019** between **Cypress Trust Company, a Florida corporation**, as Trustee under Special Purpose Revocable Trust Agreement dated November 22, 2013, as modified; Cypress Trust Company, as Trustee under Special Purpose Revocable Trust Agreement dated May 18, 2004, as modified; Cypress Trust Company, as Trustee under Special Purpose Revocable Trust Agreement dated June 8, 2004; Cypress Trust Company, as Trustee under Special Purpose Revocable Trust Agreement dated June 2, 2004; Cypress Trust Company, as Trustee under Special Purpose Revocable Trust Agreement dated October 17, 2003; Cypress Trust Company, as Trustee under Special Purpose Revocable Trust Agreement dated March 23, 2005; Cypress Trust Company, as Trustee under Special Purpose Revocable Trust Agreement dated February 21, 2006; and Cypress Trust Company, as Trustee under IRA Self-directed Trust Agreement dated February 13, 2005, whose post office address is **251 Royal Palm Way, Suite 500, Palm Beach, FL 33480**, grantor, and **Arrow Investment Group LLC, a Florida limited liability company**, whose post office address is **4512 North Flagler Dr., #2056, West Palm Beach, FL 33407**, grantee:

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Saint Lucie County, Florida**, to-wit:

Block "D", Less rights-of-way, COLLIER'S SUBDIVISION, according to the Plat thereof, recorded in Plat Book 4, Page 63, Public Records of St. Lucie County, Florida, being more particularly described as follows:
Commence at a railroad spike at the Southwest corner of the Northeast 1/4 of Section 17, Township 35 South, Range 40 East, St, Lucie County, Florida; thence run N 88°42'30"E, along the South line of the said Northeast 1/4, a distance of 661.40 feet to the West line of Block "D" of Collier's Subdivision, as recorded in Plat Book 4, Page 63, Public Records of St. Lucie County, Florida; thence run N 00°00'18" W, along the West line of said Block D, a distance of 27.01 feet, to the POINT OF BEGINNING; thence continue N 00°00'18" W, a distance of 796.62 feet, to the Northwest corner of said Block D; thence run N 88°43'25" E, along the North line of said Block D, a distance of 460.00 feet; thence run S 00°04'02" W, a distance of 470.52 Feet, to the Northerly right-of-way line of Okeechobee Road [State Road 70]; thence run S 49°35'30" W, along the said Northerly right-of-way line, a distance of 516.56 feet; thence run S 88°42'30" W, a distance of 65.96 feet, to the POINT OF BEGINNING, all lying and being in Section 17, Township 35 South, Range 40 East, St. Lucie County, Florida.
Less and excepting the following:
A portion of Block "D", COLLIER'S SUBDIVISION, according to the Plat thereof as recorded in Plat Book 4, Page 63, of the Public Records of St. Lucie County, Florida.
Being more particularly described as follows:

Begin at the Southeast corner of said Block "D", said corner being situated on the Northerly right-of-way line of Okeechobee Road [State Road 70]; thence, North 28°00'23" W, a distance of 167.87 feet; thence, North 89°51'15" E, a distance of 79.00 feet to the East line of said Block D; thence,
South 00°04'02" W, along said East line, a distance of 148.41 feet to the Point of Beginning of the herein described parcel of land.
Said lands situate, lying and being in Section 17, Township 35 South, Range 40 East, City of Fort Pierce, St. Lucie County, Florida.

Parcel Identification Number: 2417-504-0020-001-6

Subject to taxes for 2019 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

Grantor is an institutional lender and is acting solely in a fiduciary capacity.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantors.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: Donna Pfister

Witness Name: Jamie Reid

Cypress Trust Company, a Florida corporation, as Trustee

By: _____
Roxanne Ertle, Vice President

(Corporate Seal)

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this 26 day of September, 2019 by Roxanne Ertle, Vice President of Cypress Trust Company, a Florida corporation, as Trustee, on behalf of the corporation. He/she [ ] is personally known to me or [ ] has produced a driver's license as identification.

[Notary Seal]

JAMIE REID
Notary Public - State of Florida
Commission # FF 936732
My Comm. Expires Jan 21, 2020
Bonded through National Notary Assn.

Notary Public

Printed Name: Jamie Reid

My Commission Expires: 01/21/2020

DoubleTime®

LEGAL DESCRIPTION (ORB 3204, PAGE 743):

BLOCK "D", LESS RIGHTS-OF-WAY, COLLIER SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 4, PAGE 63, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A RAILROAD SPIKE AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST, LUCIE COUNTY, FLORIDA;

THENCE RUN N 88°42'30"E, ALONG THE SOUTH LINE OF THE SAID NORTHEAST 1/4, A DISTANCE OF 661.40 FEET TO THE WEST LINE OF BLOCK "D" OF COLLIER'S SUBDIVISION, AS RECORDED IN PLAT BOOK 4, PAGE 63, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA;

THENCE RUN N 00°00'18" W, ALONG THE WEST LINE OF SAID BLOCK D, A DISTANCE OF 27.01 FEET, TO THE POINT OF BEGINNING;

THENCE CONTINUE N 00°00'18" W, A DISTANCE OF 796.62 FEET, TO THE NORTHWEST CORNER OF SAID BLOCK D; THENCE RUN N 88°43'25" E, ALONG THE NORTH LINE OF SAID BLOCK D, A DISTANCE OF 460.00 FEET;

THENCE RUN S 00°04'02" W, A DISTANCE OF 470.52 FEET, TO THE NORTHERLY RIGHT-OF-WAY LINE OF OKEECHOBEE ROAD [STATE ROAD 70];

THENCE RUN S 49°35'30" W, ALONG THE SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 516.56 FEET;

THENCE RUN S 88°42'30" W, A DISTANCE OF 65.96 FEET, TO THE POINT OF BEGINNING,
ALL LYING AND BEING IN SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.

LESS AND EXCEPTING THE FOLLOWING:

A PORTION OF BLOCK "D", COLLIER'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 63, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID BLOCK "D", SAID CORNER BEING SITUATED ON THE NORTHERLY RIGHT-OF-WAY LINE OF OKEECHOBEE ROAD [STATE ROAD 70];

THENCE, NORTH 28°001/23" W, A DISTANCE OF 167.87 FEET;

THENCE, NORTH 89°51'15" E, A DISTANCE OF 79.00 FEET TO THE EAST LINE OF SAID BLOCK D;

THENCE, SOUTH 00°04'02" W, ALONG SAID EAST LINE, A DISTANCE OF 148.41 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND.

SAID LANDS SITUATE, LYING AND BEING IN SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST, CITY OF FORT PIERCE, ST. LUCIE COUNTY, FLORIDA.

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved -- 12/23/2024, 5:04 PM

Property Identification

Site Address: 3000 OKEECHOBEE RD
Sec/Town/Range: 17/35S/40E
Parcel ID: 2417-504-0020-001-6
Jurisdiction: Fort Pierce

Use Type: 1000
Account #: 26668
Map ID: 24/17N
Zoning: General Co

Ownership

Arrow Investment Group LLC
4512 N Flagler DR Ste 206
West Palm Beach, FL 33407-3900



Legal Description

COLLIER`S S/D BLK D ALL BLK D-LESS S 27 FT AND SELY 7 FT FOR RD R/W AND LESS THAT PART MPDAF: BEG INT OF SE COR OF BLK D AND NLY RD R/W LI OF OKEEC RD RUN N 28 00 23 W 167.87 FT,TH N 89 51 15 E 79 FT TO E LI OF BLK D,TH S 00 04 02 W ALG E LI 148.41 FT TO NLY RD R/W LI OF OKEEC RD AND POB- (6.86 AC)

Current Values

Just/Market Value:	$785,000
Assessed Value:	$528,273
Exemptions:	$0
Taxable Value:	$528,273

Property taxes are subject to change upon change of ownership.

- **Past taxes are not a reliable projection of future taxes.**
- **The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.**

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	6.87
Land Size (SF):	299,058

Building Design Wind Speed

Occupancy Category	I	II	III
Speed	140	150	160

Sources/links:

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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COMMENCE AT A RAILROAD SPIKE AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 17,
TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST, LUCIE COUNTY, FLORIDA;
THENCE RUN N 88°42'30"E, ALONG THE SOUTH LINE OF THE SAID NORTHEAST 1/4, A DISTANCE OF 661.40 FEET
TO THE WEST LINE OF BLOCK "D" OF COLLIER'S SUBDIVISION, AS RECORDED IN PLAT BOOK 4, PAGE 63,
PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA;
THENCE RUN N 00°00'18" W, ALONG THE WEST LINE OF SAID BLOCK D, A DISTANCE OF 27.01 FEET,
TO THE POINT OF BEGINNING;
THENCE CONTINUE N 00°00'18" W, A DISTANCE OF 796.62 FEET, TO THE NORTHWEST CORNER OF SAID BLOCK D; THENCE RUN N 88°43'25" E, ALONG THE NORTH LINE OF SAID BLOCK D, A DISTANCE OF 460.00 FEET;
THENCE RUN S 00°04'02" W, A DISTANCE OF 470.52 FEET, TO THE NORTHERLY RIGHT-OF-WAY LINE OF
OKEECHOBEE ROAD [STATE ROAD 70];
THENCE RUN S 49°35'30" W, ALONG THE SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 516.56 FEET;
THENCE RUN S 88°42'30" W, A DISTANCE OF 65.96 FEET, TO THE POINT OF BEGINNING,
ALL LYING AND BEING IN SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.

LESS AND EXCEPTING THE FOLLOWING:

A PORTION OF BLOCK "D", COLLIER'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4,
PAGE 63, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID BLOCK "D", SAID CORNER BEING SITUATED ON THE NORTHERLY RIGHT-OF-WAY LINE OF OKEECHOBEE ROAD [STATE ROAD 70];
THENCE, NORTH 28°00'23" W, A DISTANCE OF 167.87 FEET;
THENCE, NORTH 89°51'15" E, A DISTANCE OF 79.00 FEET TO THE EAST LINE OF SAID BLOCK D;
THENCE, SOUTH 00°04'02" W, ALONG SAID EAST LINE, A DISTANCE OF 148.41 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND.

SAID LANDS SITUATE, LYING AND BEING IN SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST, CITY OF FORT PIERCE, ST. LUCIE COUNTY, FLORIDA.

TITLE COMMITMENT REVIEW:

BROWN & PHILLIPS, INC. (B-P), HAS REVIEWED SCHEDULE B-II OF THE FURNISHED FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT, FILE NO: 1054-5782967, DATED AUGUST 7, 2024, AND OFFER THE FOLLOWING COMMENTS:

1. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT.
-THIS ITEM CANNOT BE ADDRESSED ON THE SURVEY UNLESS SPECIFIC INFORMATION IS FURNISHED TO B-P.

2. ANY RIGHTS, INTERESTS, OR CLAIMS OF PARTIES IN POSSESSION OF THE LAND NOT SHOWN BY THE PUBLIC RECORDS.
-THIS ITEM CANNOT BE ADDRESSED ON THE SURVEY UNLESS SPECIFIC INFORMATION IS FURNISHED TO B-P.

3. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.
-ABOVE GROUND, VISIBLE ENCROACHMENTS, IF ANY, ARE SHOWN ON THE SURVEY.
-THE REMAINING ITEMS CANNOT BE ADDRESSED ON THE SURVEY UNLESS SPECIFIC INFORMATION IS FURNISHED TO B-P.

4. ANY LIEN, FOR SERVICES, LABOR, OR MATERIALS IN CONNECTION WITH IMPROVEMENTS, REPAIRS OR RENOVATIONS PROVIDED BEFORE, ON, OR AFTER DATE OF POLICY, NOT SHOWN BY THE PUBLIC RECORDS.
- LIENS ARE NOT A SURVEY ISSUE.

5. ANY DISPUTE AS TO THE BOUNDARIES CAUSED BY A CHANGE IN THE LOCATION OF ANY WATER BODY WITHIN OR ADJACENT TO THE LAND PRIOR TO DATE OF POLICY, AND ANY ADVERSE CLAIM TO ALL OR PART OF THE LAND THAT IS, AT DATE OF POLICY, OR WAS PREVIOUSLY UNDER WATER.
-THIS ITEM CANNOT BE ADDRESSED ON THE SURVEY UNLESS SPECIFIC INFORMATION IS FURNISHED TO B-P.

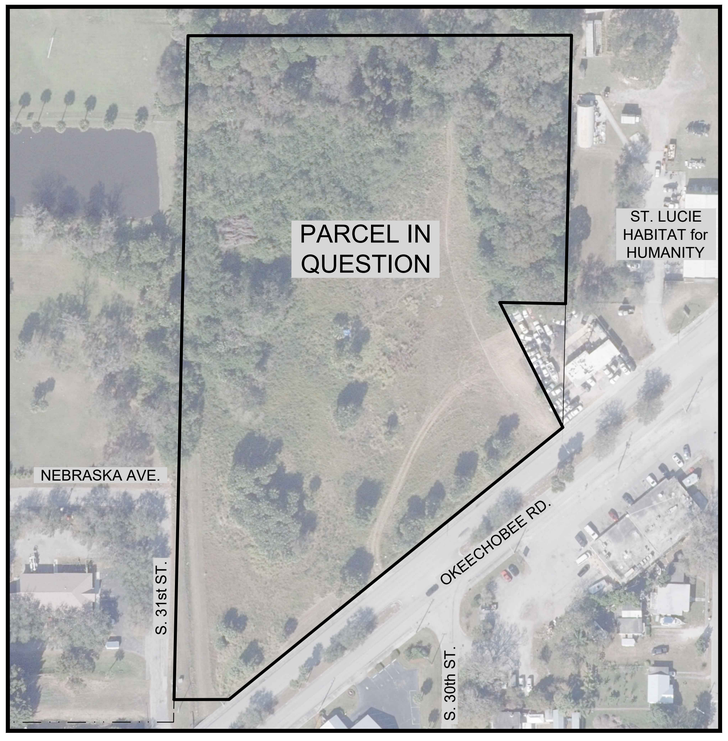
6. TAXES OR SPECIAL ASSESSMENTS NOT SHOWN AS LIENS IN THE PUBLIC RECORDS OR IN THE RECORDS OF THE LOCAL TAX COLLECTING AUTHORITY, AT DATE OF POLICY.
-TAXES ARE NOT A SURVEY ISSUE.

7. INTENTIONALLY DELETED

8. TAXES AND ASSESSMENTS FOR THE YEAR 2024 AND SUBSEQUENT YEARS, WHICH ARE NOT YET DUE AND PAYABLE.
-TAXES ARE NOT A SURVEY ISSUE.

9. RESTRICTIONS, DEDICATIONS, CONDITIONS, RESERVATIONS, EASEMENTS AND OTHER MATTERS SHOWN ON THE PLAT OF COLLIER'S SUBDIVISION, AS RECORDED IN PLAT BOOK 4, PAGE(S) 63, BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE 42 USC 3604(C).
-AFFECTS, MATTERS PER THE PLAT ARE SHOWN ON THE SURVEY.
-THE REMAINING ITEMS CANNOT BE ADDRESSED ON THE SURVEY UNLESS SPECIFIC INFORMATION IS FURNISHED TO B-P.

10. INTENTIONALLY DELETED





VICINITY MAP
NOT TO SCALE

SURVEY REPORT:

1. THIS IS A BOUNDARY SURVEY, PREPARED IN ACCORDANCE WITH THE APPLICABLE PORTIONS OF THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17.051 THROUGH 5J-17.053, FLORIDA ADMINISTRATIVE CODE.
   THE FIELD WORK WAS COMPLETED ON NOVEMBER 15, 2024.
2. THE SURVEY WAS BASED ON INSTRUCTIONS FROM CLIENT, AND ST. LUCIE COUNTY SURVEY DEPARTMENT INFORMATION.
3. BEARINGS ARE BASED ON S49°35'30"W (DEED) ALONG THE NORTH RIGHT-OF-WAY OF OKEECHOBEE ROAD.
4. THE LEGAL DESCRIPTION IS RECORDED IN OFFICIAL RECORD BOOK 3204 PAGE 743.
5. AREA = 6.796 ACRES, MORE OR LESS.
6. EASEMENTS, RESTRICTIONS, AND OTHER ITEMS OF RECORD ARE SHOWN ARE PER AN ALTA COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY; FILE NO: 1054-5782967; COMMITMENT DATE: AUGUST 7, 2024 AT 8:00 AM.
   THIS OFFICE HAS FOUND NO GORES, GAPS OR HIATUSES WITH REFERENCE TO THE SUBJECT PROPERTY.
   THE SUBJECT PROPERTY ABUTS OKEECHOBEE ROAD, A PUBLIC ROADWAY.
   NO SEARCH OF THE PUBLIC RECORDS HAS BEEN PERFORMED BY BROWN & PHILLIPS, INC.
   THERE MAY BE ADDITIONAL EASEMENTS AND/OR RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PALM BEACH COUNTY.
7. ALL DISTANCES ARE MEASURED UNLESS NOTED OTHERWISE.
   ALL FIELD-MEASURED DIMENSIONS ALONG THE BOUNDARY WERE IN SIGNIFICANT AGREEMENT WITH THE PLAT, DEED, AND/OR CALCULATED VALUES.
8. ALL FIELD-MEASURED CONTROL MEASUREMENTS EXCEEDED AN ACCURACY OF 1:7,500.
9. THE EXPECTED HORIZONTAL AND VERTICAL PRECISION OF ITEMS SHOWN ON THIS SURVEY ARE AS FOLLOWS:
   1) BOUNDARY LINES – 0.10'
   2) TOPOGRAPHIC FEATURES – 0.20'
   3) ELEVATIONS ON CONSTRUCTED HARD SURFACES (PAVEMENT, CONCRETE, ETC.) – 0.05'
   4) ELEVATIONS ON NATURAL SURFACES (GROUND, DIRT, ETC.) – 0.10'
10. THE CURRENT USE OF THE SUBJECT PROPERTY IS VACANT.
11. THE CONTRACTED PURPOSE OF THIS SURVEY IS FOR PURCHASE OF THE PROPERTY.
    THIS SURVEY IS NOT VALID FOR ANY OTHER USE.
12. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
13. THIS SURVEY WAS PREPARED FOR THE PARTIES LISTED BELOW AND IS NOT ASSIGNABLE:
    -BLUE SKY COMMUNITIES, LLC
    -NELSON MULLINS RILEY & SCARBOROUGH LLP
    -FIRST AMERICAN TITLE INSURANCE COMPANY
14. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=50', ON A 24"x 36" SHEET 1.
    SCALE OF 1"=20', ON A 24"x 36" SHEET 2-4.
15. SOME TOPOGRAPHIC FEATURES MAY BE EXAGGERATED IN SCALE FOR CLARITY. THE CENTER OF THE SYMBOL OF SUCH FEATURES IS THE CORRECT LOCATION.
16. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED AS PART OF THIS SURVEY.
17. ELEVATIONS SHOWN HEREON ARE IN NORTH AMERICAN VERTICAL DATUM OF 1988, AND ARE REFERENCED TO ST. LUCIE COUNTY BENCHMARK "VIR 3-10", ELEVATION=17.47.
18. +15.0 DENOTES SPOT ELEVATION, REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988.
19. STATE PLANE COORDINATES
    A. COORDINATES SHOWN ARE GRID
    B. DATUM – NAD 83, 2011 ADJUSTMENT
    C. ZONE – FLORIDA EAST
    D. LINEAR UNIT – US SURVEY FOOT
    E. COORDINATE SYSTEM 1983/2011 STATE PLANE
    F. TRANSVERSE MERCATOR PROJECTION
    G. ALL DISTANCES ARE GROUND, UNLESS NOTED OTHERWISE
20. © COPYRIGHT 2024 BY BROWN & PHILLIPS, INC.
    REPRODUCTIONS OF THIS SURVEY ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND STAMP, OR A DIGITALLY VERIFIED ELECTRONIC SIGNATURE AND SEAL, OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY BROWN & PHILLIPS, INC.

ABBREVIATIONS:

P.O.C. – POINT OF COMMENCEMENT
P.O.B. – POINT OF BEGINNING
P.B. – PLAT BOOK
ORB – OFFICIAL RECORD BOOK
D.B. – DEED BOOK
PG. – PAGE
R/W – RIGHT-OF-WAY
R – RADIUS
Δ – CENTRAL ANGLE
A – ARC LENGTH
U.E. – UTILITY EASEMENT
D.E. – DRAINAGE EASEMENT
(P) – PLAT DIMENSION
(D) – DEED DIMENSION
(M) – MEASURED DIMENSION
℄ – CENTERLINE
IR – IRON ROD
IR/C – IRON ROD WITH CAP AS NOTED
C.M. – 4"x4" CONCRETE MONUMENT
PRM – PERMANENT REFERENCE MONUMENT
PCP – PERMANENT CONTROL POINT
N/D – NAIL & DISK
PK – PARKER KALON
NAD – NORTH AMERICAN DATUM
NAVD – NORTH AMERICAN VERTICAL DATUM
LB – LICENSED BUSINESS
WM – WATER MAIN
TOW – TOP OF WALL
INV – INVERT
DIP – DUCTILE IRON PIPE
PVC – POLYVINYL CHLORIDE PIPE
CMP – CORRUGATED METAL PIPE
CONC – CONCRETE
MON – MONUMENT
RCP – REINFORCED CONCRETE PIPE
HDPE – HIGH DENSITY POLYETHYLENE PIPE
EL. – ELEVATION
FND. – FOUND

BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
1860 OLD OKEECHOBEE ROAD, SUITE 509, WEST PALM BEACH, FLORIDA 33409 561-615-3988

DATE	REVISIONS	#
1/13/25	ADDED TITLE INFORMATION	1

SKETCH OF BOUNDARY SURVEY

SUNRISE VILLAGE
FORT PIERCE PROPERTY
OKEECHOBEE RD.
FORT PIERCE, FL

DRAWN: AB
CHECKED: JEP
F.B. ST LUCIE CO
PAGES: 29-54

PROJ. #24-121
SCALE: 1"=NA
DATE: NOV. 2024
SHEET 1 of 6

JOHN E. PHILLIPS III
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA No. 4826
DATE: _____

JOHN E. PHILLIPS, III License Number 4826 STATE OF FLORIDA Professional Surveyor and Mapper

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PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
1860 OLD OKEECHOBEE ROAD, SUITE 509, WEST PALM BEACH, FLORIDA 33409 561-615-3988

DATE	REVISIONS	#

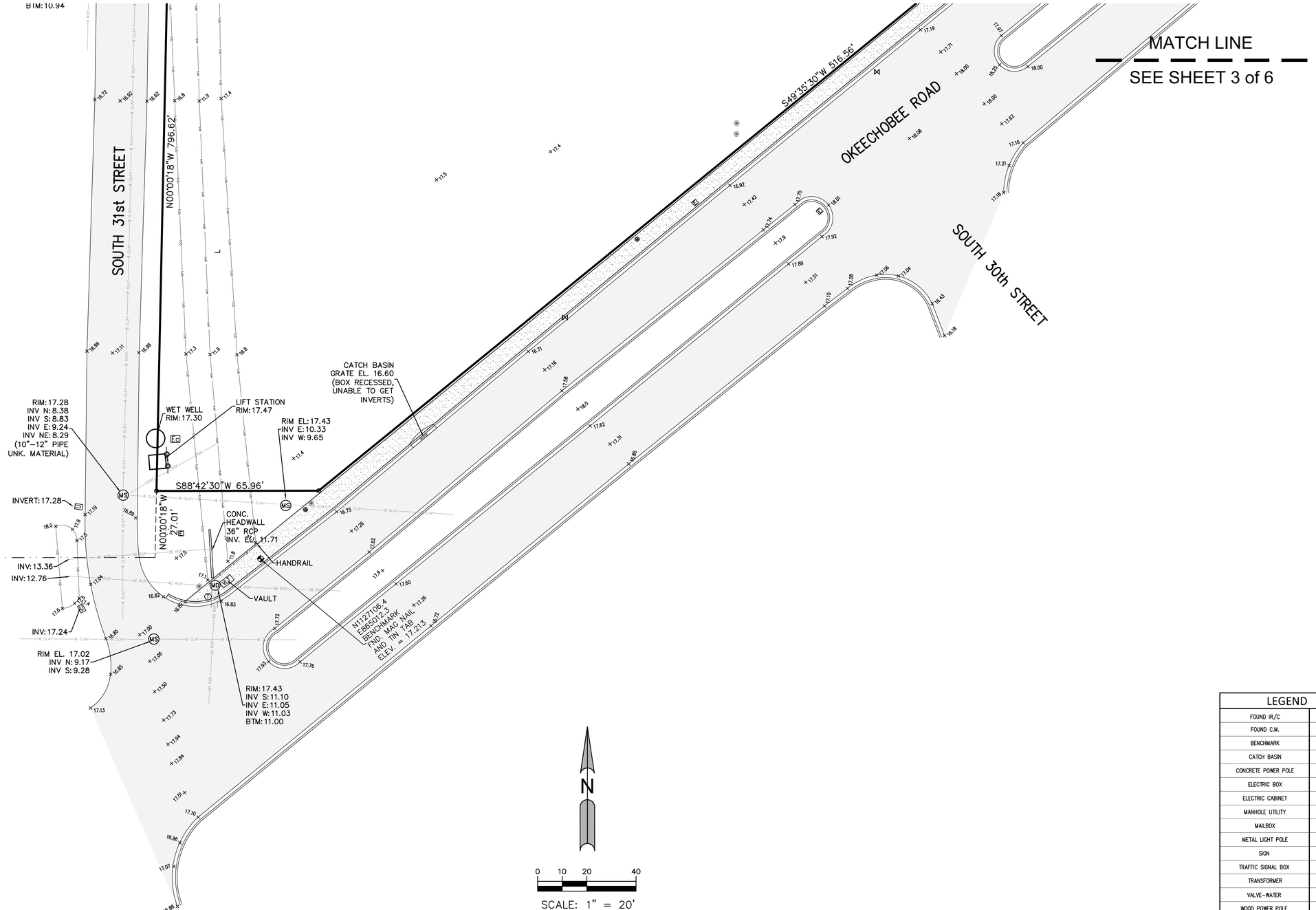
SKETCH OF
BOUNDARY SURVEY

SUNRISE VILLAGE
FORT PIERCE PROPERTY
OKEECHOBEE RD.
FORT PIERCE, FL

DRAWN: AB
CHECKED: JEP
F.B. ST LUCIE CO
PAGES: 29-54

PROJ. #24-121
SCALE: 1"=50'
DATE: NOV. 2024
SHEET 2 of 6

S:\2024 drawing files\24-121\24-121 Fort Pierce North Property Boundary Survey (Updated).dwg, 1/14/2025 9:26:39 AM, AutoCAD PDF (High Quality Print).pc3



LEGEND	
FOUND IR/C	○
FOUND C.M.	□
BENCHMARK	◆
CATCH BASIN	⊞
CONCRETE POWER POLE	⊕
ELECTRIC BOX	E
ELECTRIC CABINET	E
MANHOLE UTILITY	MH
MAILBOX	▭
METAL LIGHT POLE	⊕
SIGN	◉
TRAFFIC SIGNAL BOX	T
TRANSFORMER	⊡
VALVE–WATER	⋔
WOOD POWER POLE	☼
BANYAN TREE(X=TAG #)	x
PALM TREE(X=TAG #)	x
PINE TREE(X=TAG #)	x
UNKNOWN TREE (X=TAG #)	x
ASPHALT	
BUILDING	
CONCRETE	
WATER	
WETLANDS	

BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
1860 OLD OKEECHOBEE ROAD, SUITE 509, WEST PALM BEACH, FLORIDA 33409 561–615–3988

DATE	REVISIONS	#

SKETCH OF BOUNDARY SURVEY

SUNRISE VILLAGE
FORT PIERCE PROPERTY
OKEECHOBEE RD.
FORT PIERCE, FL

DRAWN: AB	PROJ. #24–121
CHECKED: JEP	SCALE: 1"=20'
F.B. ST LUCIE CO	DATE: NOV. 2024
PAGES: 29–54	SHEET 3 of 6

S:\2024 drawing files\24-121\24-121 Fort Pierce North Property Boundary Survey (Update).dwg, 1/14/2025 9:26:42 AM, AutoCAD PDF (High Quality Print).pc3

MATCH LINE

SEE SHEET 4 of 6

11/27/19

N00°00'18"W 796.62'

RIM: 16.26
INV S: 12.01
(STRUCTURE
FULL OF MUD)

RIM: 16.91
INV S: 9.13
INV W: 9.21

NEBRASKA AVENUE

RIM: 16.38
INV N: 11.66
INV S: 11.53
INV E: 11.47
BTM: 10.94

N89°51'15"E 79.00'

S00°04'02"W 470.52'

148.41'

N28°00'23"W 167.87'

6' HIGH CHAIN
LINK FENCE

12"± WALKING TRAIL

SINGLE STORY
CBS BUILDING
FF=18.61

N1127439.6
E865414.4
BENCHMARK
FND. MAG NAIL
AND TIN TAB
ELEV. = 17.955

CATCH BASIN
GRATE EL. 17.27
(BOX RECESSED,
UNABLE TO GET INVERTS)

OKEECHOBEE ROAD

TAG18

N

0 10 20 40

SCALE: 1" = 20'

MATCH LINE

SEE SHEET 2 of 6

LEGEND	
FOUND IR/C	○
FOUND C.M.	□
BENCHMARK	◆
CATCH BASIN	▦
CONCRETE POWER POLE	⊡
ELECTRIC BOX	▣
ELECTRIC CABINET	▣
MANHOLE UTILITY	Ⓜ
MAILBOX	▭
METAL LIGHT POLE	⊕
SIGN	◉
TRAFFIC SIGNAL BOX	ⓣ
TRANSFORMER	⊠
VALVE-WATER	⋔
WOOD POWER POLE	☼
BANYAN TREE(X=TAG #)	x
PALM TREE(X=TAG #)	x
PINE TREE(X=TAG #)	x
UNKNOWN TREE (X=TAG #)	x
ASPHALT	
BUILDING	
CONCRETE	
WATER	
WETLANDS	

BROWN & PHILLIPS, INC.
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1860 OLD OKEECHOBEE ROAD, SUITE 509, WEST PALM BEACH, FLORIDA 33409 561-615-3988

DATE	REVISIONS	#

SKETCH OF
BOUNDARY SURVEY

SUNRISE VILLAGE
FORT PIERCE PROPERTY
OKEECHOBEE RD.
FORT PIERCE, FL

DRAWN: AB
CHECKED: JEP
F.B. ST LUCIE CO
PAGES: 29-54

PROJ. #24-121
SCALE: 1"=20'
DATE: NOV. 2024
SHEET 4 of 6

5.3\2024 drawing files\24-121\24-121 Fort Pierce North Property Boundary Survey (Updated).dwg, 1/14/2025 9:26:43 AM, AutoCAD PDF (High Quality Print).pc3

N88°43'25"E 460.00'

N00°00'18"W 796.62'

℄ WALKING TRAIL

12"± FOOT PATH

S00°04'02"W 322.11'

S00°04'02"W 470.52'

TOP OF WATER
EL=14.6 ON
11/27/19

WETLAND
AREA=0.186ACRES
(WITHIN PROPOERTY)

TOP OF WATER
EL=13.7 ON
11/27/19

MATCH LINE

SEE SHEET 3 of 6

N

0 10 20 40

SCALE: 1" = 20'

LEGEND	
FOUND IR/C	○
FOUND C.M.	□
BENCHMARK	◆
CATCH BASIN	⊞
CONCRETE POWER POLE	⊕
ELECTRIC BOX	▣
ELECTRIC CABINET	▣
MANHOLE UTILITY	Ⓜ
MAILBOX	▭
METAL LIGHT POLE	⊕
SIGN	◉
TRAFFIC SIGNAL BOX	ⓣ
TRANSFORMER	⊡
VALVE-WATER	⋈
WOOD POWER POLE	☼
BANYAN TREE(X=TAG #)	x
PALM TREE(X=TAG #)	x
PINE TREE(X=TAG #)	x
UNKNOWN TREE (X=TAG #)	x
ASPHALT	
BUILDING	
CONCRETE	
WATER	
WETLANDS	

BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
1860 OLD OKEECHOBEE ROAD, SUITE 509, WEST PALM BEACH, FLORIDA 33409 561-615-3988

DATE	REVISIONS	#

SKETCH OF
BOUNDARY SURVEY

SUNRISE VILLAGE
FORT PIERCE PROPERTY
OKEECHOBEE RD.
FORT PIERCE, FL

DRAWN: AB
CHECKED: JEP
F.B. ST LUCIE CO
PAGES: 29-54

PROJ. #24-121
SCALE: 1"=20'
DATE: NOV. 2024
SHEET 5 of 6

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TAG NUMBER	SPECIES	DBH (INCHES)	CLEAR TRUNK HEIGHT
2	PALM	16	17'
4	PALM	14	22'
6	PALM	16	14'
8	PALM	20	18'
10	PALM	24	15'
12	PALM	16	19'
14	PALM	24	15'
16	PALM	16	14'
18	BANYAN	48	
20	PALM	14	18'
22	PALM	16	10'
24	PALM	18	15'
26	PALM	16	15'
28	PALM	16	17'
30	PALM	18	14'
32	PALM	16	7'
34	PALM	16	17'
36	PALM	18	18'
38	PALM	16	21'
40	PALM	20	18'
42	PALM	16	19'
44	PALM	16	21'
46	PALM	20	22'
48	PALM	16	18'
50	PALM	16	20'
52	PALM	10	18'
54	PALM	18	18'
56	PALM	14	19'
58	PALM	14	19'
60	PALM	16	16'
62	PALM	16	23'
64	PALM	20	18'
66	PALM	18	21'
68	OAKK	5	
70	PALM	22	20'
72	PALM	16	18'
75	PALM	14	9'
77	PALM	18	18'
79	PALM	14	13'
81	PALM	24	19'
83	PALM	16	15'
85	PALM	16	20'
87	PALM	16	20'
89	PALM	16	16'
91	PALM	18	22'
93	PALM	18	21'
95	PALM	16	20'

TAG NUMBER	SPECIES	DBH (INCHES)	CLEAR TRUNK HEIGHT
98	PALM	18	19'
100	PALM	18	17'
102	PALM	18	19'
104	PALM	16	18'
106	PALM	14	15'
108	PALM	18	19'
110	PALM	14	20'
112	PALM	18	18'
114	PALM	14	13'
116	PALM	20	20'
118	UNKNOWN	12	
120	PALM	14	18'
122	OAK	12	
124	PALM	18	16'
126	PALM	18	29'
128	PALM	16	32'
130	PINE	28	
132	UNKNOWN	24	
134	OAK	28	
136	OAK	40	
138	PINE	10	
140	OAK	36	
142	PALM	14	25'
144	OAK	20	
146	PALM	16	21'
148	OAK	16	
150	PALM	22	18'
152	PALM	22	22'
154	PALM	22	18'
156	PALM	18	16'
158	PALM	12	10'
160	OAK	16	
162	PALM	18	24'
164	OAK	36	
166	UNKNOWN	10	
168	OAKK	12	
170	OAKK	18	
172	PALM	18	13'
174	UNKNOWN	16	
176	UNKNOWN	20	
178	PALM	8	8'
180	PALM	12	6'
182	PALM	18	16'
184	OAKK	26	
186	PALM	14	23'
188	PALM	16	18'
190	UNKNOWN	24	
192	OAKK	36	

TAG NUMBER	SPECIES	DBH (INCHES)	CLEAR TRUNK HEIGHT
195	PALM	18	26'
197	UNKNOWN	8	
199	UNKNOWN	8	
201	OAK	6	
203	OAK	4	
205	OAK	8	
207	OAK	8	
209	OAK	6	
211	PALM	16	18'
213	PALM	14	
215	OAK	26	
217	UNKNOWN	10	
219	PALM	20	19'
221	UNKNOWN	8	
223	UNKNOWN	8	
225	UNKNOWN	6	
227	UNKNOWN	4	
229	OAK	6	
231	PALM	22	18'
233	PALM	22	17'
235	OAK	10	
237	UNKNOWN	6	
239	OAK	16	
241	UNKNOWN	14	
243	UNKNOWN	8	
245	PINE	10	
247	OAK	10	
249	PALM	18	23'
251	PINE	10	
253	OAK	26	
255	OAK	14	
257	OAK	14	
259	UNKNOWN	8	
261	PALM	14	10'
263	PINE	14	
265	PALM	16	21'
267	PALM	20	18'
269	OAK	20	
271	PALM	16	13'
273	PALM	16	14'
275	UNKNOWN	6	
277	PALM	12	11'
279	OAK	18	
281	PALM	18	22'
283	PALM	16	10'
285	PINE	12	
287	PALM	18	19'
289	PALM	18	19'

BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
1860 OLD OKEECHOBEE ROAD, SUITE 509, WEST PALM BEACH, FLORIDA 33409 561-615-3988

DATE	REVISIONS	#

SKETCH OF
BOUNDARY SURVEY

SUNRISE VILLAGE
FORT PIERCE PROPERTY
OKEECHOBEE RD.
FORT PIERCE, FL

DRAWN: AB
CHECKED: JEP
F.B. ST LUCIE CO
PAGES: 29-54

PROJ. #24-121
SCALE: NA
DATE: NOV. 2024
SHEET 6 of 6

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BLUE SKY - SUNRISE VILLAGE

LOCATION MAP

FEBRUARY 2024

N

DESIGN NARRATIVE
Sunrise Village
Application No. TBD
Initial Submittal: February 21, 2025

REQUEST

The following document serves as the Design Narrative for the proposed project known as Sunrise Village. This report outlines compliance with Section 125-314 – Design Review of the Land Development Code, and includes details of the proposed design and intent.

SITE CHARACTERISTICS

The subject property is identified by Parcel Number 241750400200016 and address 3000 Okeechobee Road, Fort Pierce, FL 34947. The 6.80-acre site is zoned Medium Density Residential (RM) and has a Medium Density Residential (R-4) Future Land Use Designation. 106 affordable multifamily dwelling units are proposed on the site, with a clubhouse, 0.14-acre recreation area, and 1.03-acre lake tract. The site aerial and parcel information are shown in Figure 1 and Table 1 below:

Figure 1 – Site Aerial

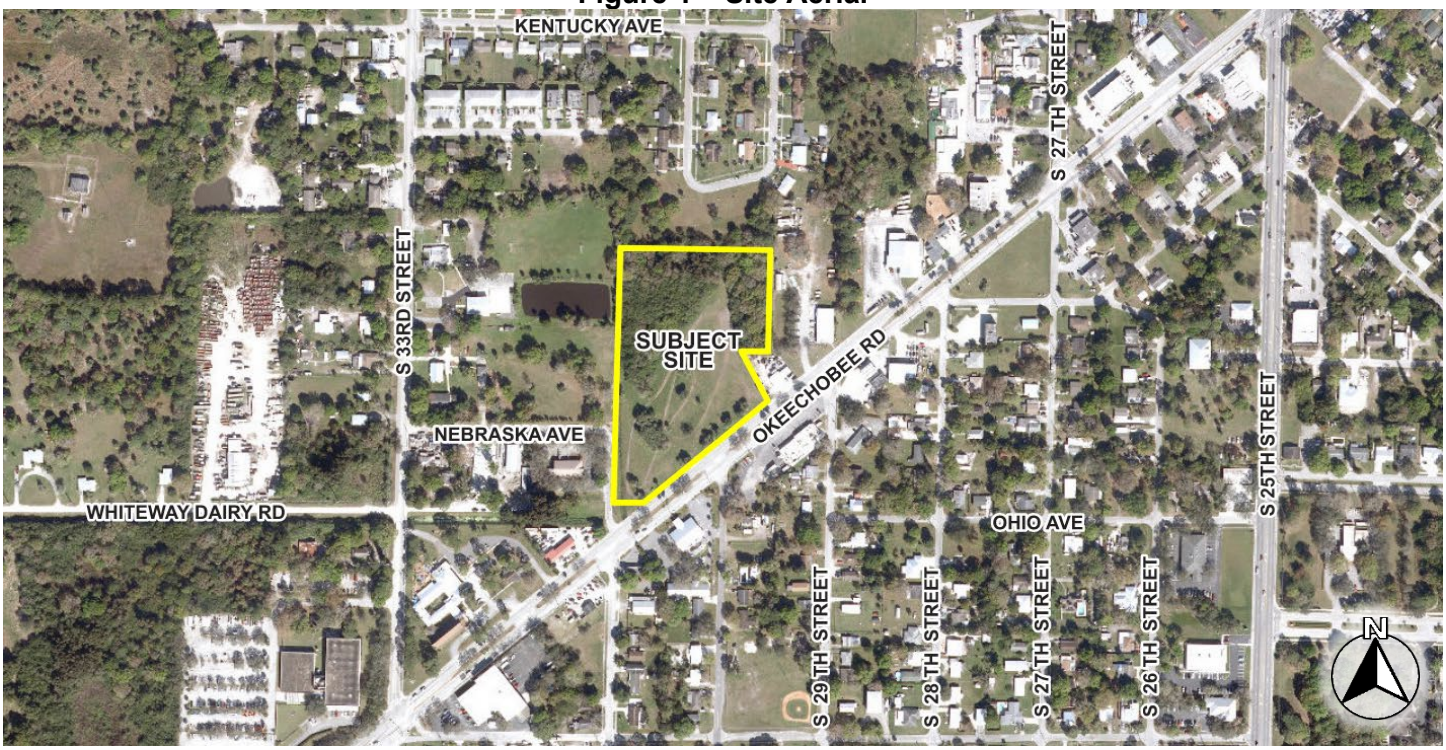


Table 1 – Parcels

Parcel Number	Owner	Acreage
2417-504-0020-001-6	Arrow Investment Group LLC	6.80 Acres

PROPOSED DEVELOPMENT

The proposed development includes 106 multifamily dwelling units dispersed throughout three buildings (A, B, and C). Building A includes 46 units, Building B includes 30 units and Building C includes 30 units. A 1.03-acre lake tract with a fountain is located on the northern portion of the site, bordered on the west by wetlands to be preserved. Existing vegetation on the northeast portion of the site is also preserved as development is concentrated closer to Okeechobee Road. The Applicant is requesting approval of the site as an Innovative Community Development due to unique architecture, much needed affordable housing, enhanced landscaping,

preservation of the existing environment and transit-oriented design featuring access to public transportation, bicycle parking improvements and pedestrian connectivity.

The Applicant is requesting approval of a Conditional Use to allow for an Innovative Community Development. Details of the conditional use request are detailed further in the provided justification statement.

ARCHITECTURAL STANDARDS

The Design Review Process requires that the development proposal complies with the Architectural standards approved by Resolution 24-R57 in December 2024 and reflected in Section 125-314 of the code.

The proposed architecture complies with the standards, providing an Anglo-Caribbean architecture style, which is deemed appropriate for the city based on historical precedence and building scale. The buildings are designed as Anglo-Caribbean and are three stories in height. Building A includes 46 units, Building B includes 30 units, and Building C includes 30 units. Each building is a garden style apartment with open stairwells and breezeways. Proposed buildings are three stories in height and incorporate a variety of materials in the design. Undulating facades and changes in roof height emphasize the vertical, breaking up the horizontal. Brackets are visible at the roof on the taller facades. Construction materials consist of exterior CMU walls, wood interior partitions, and wood roof trusses. Typical building finishes are painted stucco, shingle roofing, and vinyl windows. Building A includes the clubhouse amenity space comprised of a great room, activity room, offices, and fitness room for use by residents. Within this building there are taller ceilings between level one and two. There is a mix of 1 bedroom, 2 bedroom, and 3 bedroom units in each building to meet FHA and UFAS compliance as required.

APPROVAL STANDARDS – DESIGN REVIEW

Per Section 125-314(e)(1), the following standards are considered by the design review board when reviewing the application.

a. *The design, including landscape features, is architecturally compatible with surrounding structures so as to be reasonably harmonious in landscaping, style, and color;*
The proposed architectural style is Anglo-Caribbean which is consistent with the City's architectural standards based on historical precedence. A variety of construction materials and unique façade design is proposed as well. Refer to the architectural plans provided. Architectural design is paired with enhanced landscape design. Enhanced landscaping is provided in the right of way buffer, along Okeechobee Road, and within the buffers adjacent to neighboring properties. Proposed landscaping material and height are strategically designed to provide a sustainable barrier that fosters both visual and environmental harmony between properties.

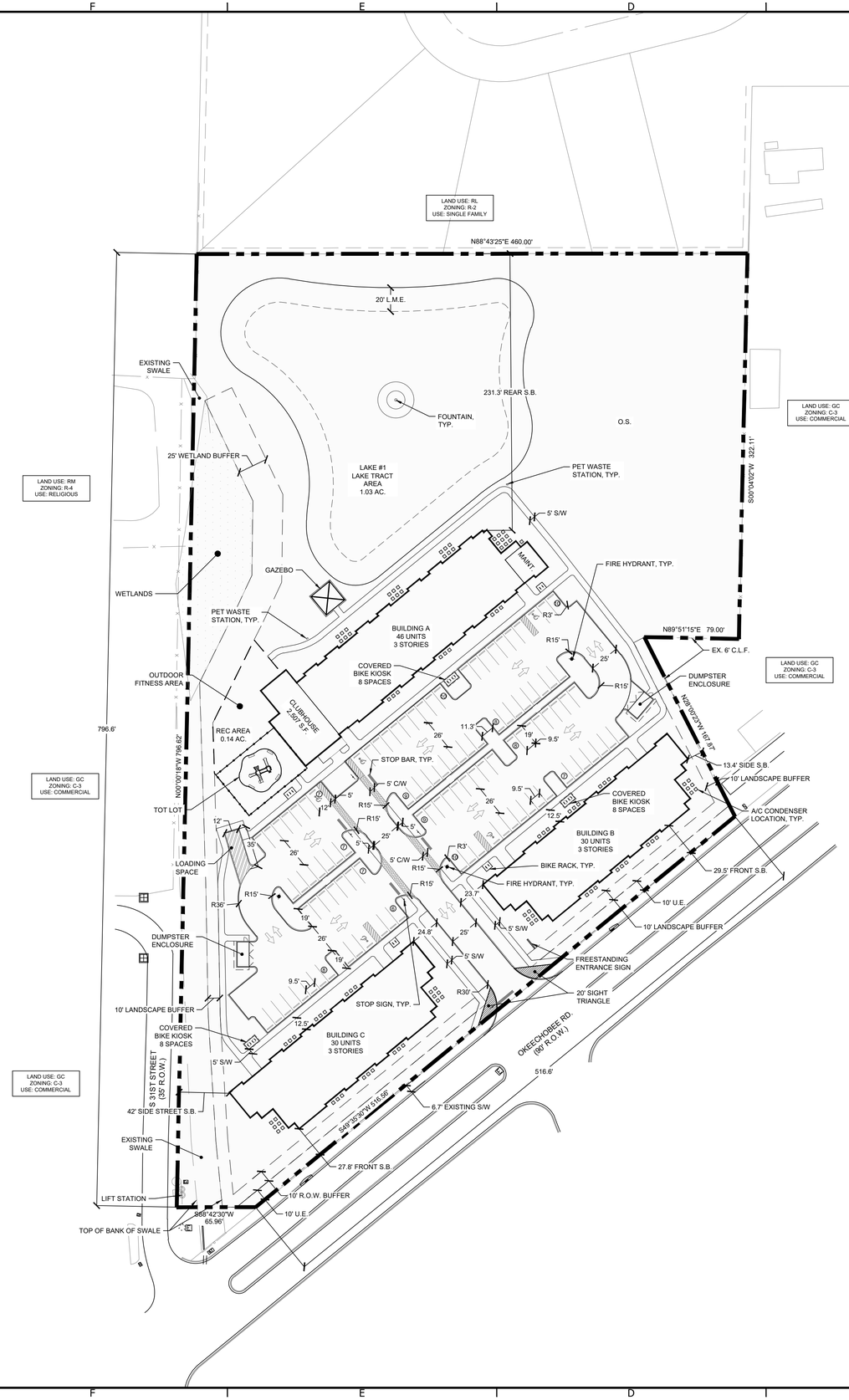
b. *If the property is located within a historic preservation district, the design features are reasonably consistent with the historic character of the predominant architectural style within the district;*
This criterion is not applicable. The site is not located within a historic preservation district.

c. *The design features will enhance or preserve the quality of the surrounding area so as not to detract from existing property values or impact adversely on existing scenic, natural, or historic beauty;*
The proposed development will enhance and preserve the quality of the surrounding area. The immediate area has been analyzed and the proposed design intends to bring both aesthetic value and support the surrounding uses and businesses by providing affordable housing units.

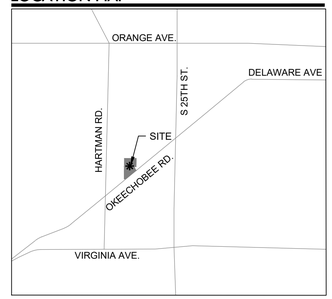
d. *The design avoids undue monotony in structural design features.*
The proposed architectural design avoids undue monotony in structural design features. A variety of materials and decorative design elements are provided, described in the Architectural Standards section of this narrative. Please refer to the architectural plans provided for further visuals.

CONCLUSION

On behalf of the Applicant, WGI respectfully requests approval of a 106-unit multifamily affordable housing development. This document serves as a project conformance narrative to demonstrate compliance with the design review guidelines established in the land development code.



LOCATION MAP



N

0 25 50 100

SCALE: 1" = 50'

SITE DATA

APPLICATION NAME	SUNRISE VILLAGE
EXISTING FUTURE LAND USE	RM
EXISTING ZONING DISTRICT	R-4
SEC 17 TOWN 35S	RANGE 40E
PROPERTY CONTROL NUMBER(S)	2417-504-0020-001-6
EXISTING USE	VACANT
PROPOSED USE	MULTIFAMILY
GROSS SITE AREA	6.80 AC.
TOTAL UNITS PROPOSED	106 DU
PROPOSED GROSS DENSITY	15.6 D.U./AC.
STANDARD PARKING REQUIREMENT	159 SPACES
TOTAL PARKING PROVIDED	106 SPACES
ACCESSIBLE PARKING PROVIDED	5 SPACES
BICYCLE SPACES REQUIRED	11 SPACES
BICYCLE SPACES PROPOSED	42 SPACES
COVERED BIKE SPACES	24 SPACES
EXTERIOR BIKE SPACES	18 SPACES
MAX BUILDING HEIGHT	45'
PROPOSED BUILDING HEIGHT	3 STORIES (45')
REC PROVIDED	0.14 AC.
PROPOSED LAKE TRACT AREA	(15.2%) 1.03 AC.
MAX. BUILDING LOT COVERAGE	(50%) 3.4 AC.
PROPOSED BUILDING LOT COVERAGE	(12.5%) 0.85 AC.
MIN. OPEN SPACE REQUIREMENT	(25%) 1.7 AC.
PROPOSED OPEN SPACE	(62.1%) 4.23 AC.

PROPERTY DEVELOPMENT REGULATION CHART

R-4 MF	MIN. LOT SIZE	MIN. LOT WIDTH	MIN. LOT DEPTH	MAX.LOT COVERAGE	MIN. BUILDING YARDS				MAX. BLDG. HEIGHT
					FRONT	SIDE CORNER	SIDE	REAR	
REQUIRED	0.1 AC.	75'	90'	50%	25'	15'	10'	20'	45'
PROPOSED	6.80 AC.	516.6'	796.6'	12.5%	27.8'	42'	13.4'	231.3'	45' (3 STORIES)

LEGEND

AC. = ACRES
ADT = AVERAGE DAILY TRIPS
C.L. = CENTER LINE
C.L.F. = CHAIN LINK FENCE
C/W = CROSSWALK
D.E. = DRAINAGE EASEMENT
D.U. = DWELLING UNITS
EX. = EXISTING
FLU = FUTURE LAND USE
INC. = INCOMPATIBILITY
L.A.E. = LIMITED ACCESS EASEMENT
L.M.E. = LAKE MAINTENANCE EASEMENT
L.M.A.E = LAKE MAINTENANCE ACCESS EASEMENT
L.S.E.= LIFT STATION EASEMENT
O.R.B. = OFFICIAL RECORD BOOK
O.S. = OPEN SPACE
P.B. = PLAT BOOK
PDR = PROPERTY DEVELOPMENT REGULATIONS
PG. = PAGE
R = RADIUS
ROW = RIGHT-OF-WAY
R/W = RIGHT-OF-WAY
S.B. = SETBACK
S.F. = SQUARE FEET
S/W = SIDEWALK
T.B.A. = TO BE ABANDONED
TYP = TYPICAL
U.E. = UTILITY EASEMENT
ULDC = UNIFIED LAND DEVELOPMENT CODE
W = WORKFORCE HOUSING UNIT
WFH = WORKFORCE HOUSING
T.B.R. = TO BE RELEASED

No.	DATE	REVISION	BY

CERT NO: 6991
WGI.
WGInc.com
2035 VISTA PARKWAY, WEST PALM BEACH, FLORIDA 33411
561.687.2220

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

PREPARED UNDER THE SUPERVISION OF WGI, INC. ON 2025-02-21

INITIAL SUBMITTAL
FEBRUARY 21, 2025

SUNRISE VILLAGE
CITY OF FORT PIERCE, FL

SITE PLAN

SHEET
SP-1
1 OF 1

11038.00

SAVED: 2/21/2025 11:52:11 AM
PLOTTED: 2/21/2025 11:53:11 AM
PLOTTED BY: ISABELLA ENRIQUEZ
PATHNAME: G:\11038\Engineering\Site Plan\Sunrise Ft Pierce\PLAN\CAD\11038DR-PL SITE.dwg

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

CONCURRENCY
CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North			
South			
East			
West			

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current					
****Proposed**					N/A

II. Public Facilities Information:

A. Potable Water:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.125 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning/FLU	Total gallons per day
**Proposed Zoning/FLU	Total gallons per day
**Change in Demand	Total gallons per day

B. Wastewater:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.1 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning/FLU	Total gallons per day
**Proposed Zoning/FLU	Total gallons per day
**Change in Demand	Total gallons per day

C. Parks and Recreation (Residential Classifications Only):
(Du x 2.6 = persons + 44,227 = population /LOS)

Park Type	LOS	Existing Population Park Demand	Proposed Population Park Demand	Change in Demand
Regional	20 acres per 1,000 people			
Urban District	5 acres per 1,000 people			
Community	2.5 acres per 1,000 people			
Neighborhood	1.36 acres per 1,000 people			

D. Public Schools (Residential Classifications Only):
Single Family: (du x 0.405 = students/70% K-8/30% High)
Multi-family: (du x 0.207 = students/70% K-8/30% High)

	K-8	High
School Name		
City		
Distance		
Current Zoning/FLU Enrollment Demand		
****Proposed Zoning/FLU Enrollment Demand**		
****Change in Demand**		

E. Solid Waste: Residential (2 yard serves 15 units, 4 yard serves 30 units, 6 yard serves 45 units, 8 yard serves 60 units)	
Demand Analysis	Maximum
Current Zoning/FLU	
****Proposed Zoning/FLU**	
***Change in Demand**	

F. Stormwater:
Potential increase in volume discharged due to increased impervious coverage, reduced groundwater seepage or loss of surface water storage impacting Adopted LOS of 25-year 3-day storm Pre vs. Post Runoff (Storm sewers to convey 5 year- 1 day storm event; Canals to convey 3 year – 1 day storm event)

Impact	

III. Transportation Analysis: *Complete ITE Trip Generation Form (Attached)*

G. Transportation Analysis: Complete ITE Trip Generation Data Form Most recent ITE Code for use; HCM Roadway Capacity		
	AADT	**AM/PM Peak Hour Trips**
Demand Analysis	Maximum	Maximum
Current Zoning/FLU		
****Proposed Zoning/FLU**		
***Change in Demand**	Trips	Trips
Impact to Capacity		

IV. Project Description

PHASING
Is this project (phase) part of a larger project? [ ] Yes [ ] No
If yes, enumerate each phase, the number of units or square footage in each phase and beginning/completion date.
Total Project: Residential Units: Single Family: Multifamily:
Non-residential (square footage):
Mixed-use (describe use):
(If this is a single phase project, name it Phase I – Total)

RESIDENTIAL DATA

Type	**Phase**	**Number of Units**	**Acres**	**Expected beginning date**	**Expected completion date**
Single-family, detached					
Single-family, attached					
Multi-family					
Other (specify)					

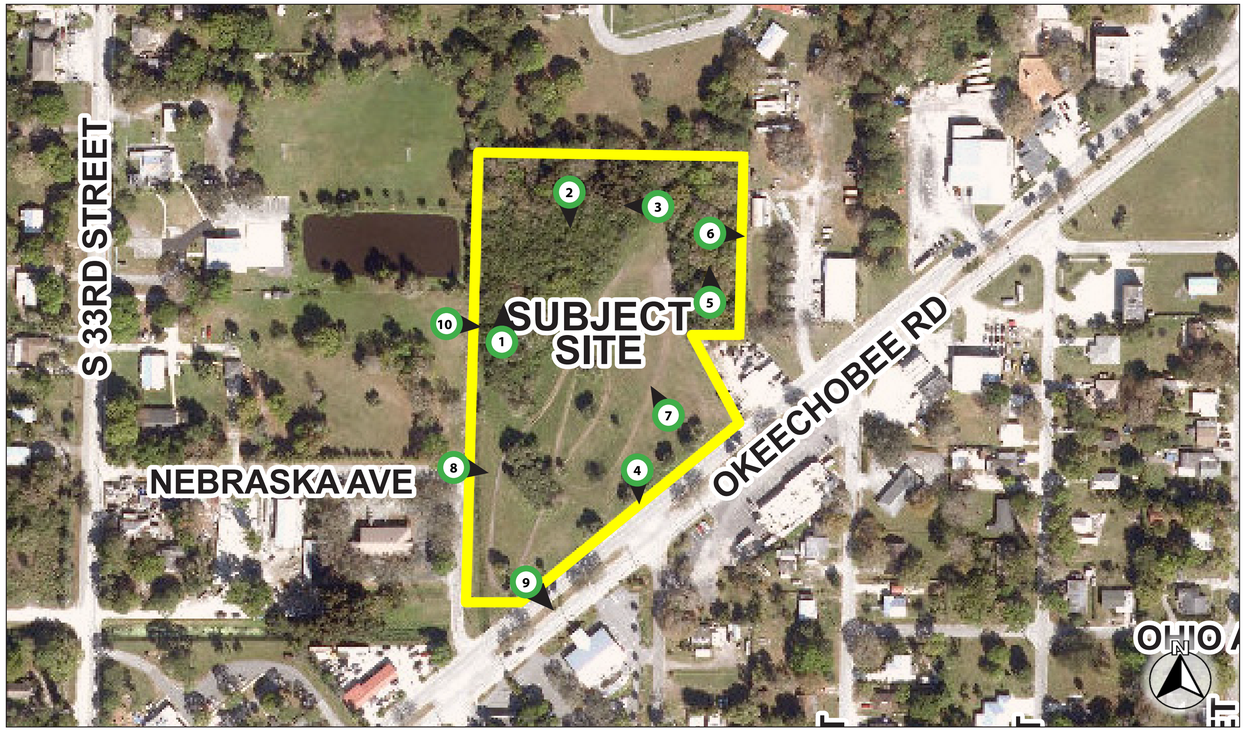
NON-RESIDENTIAL DATA					
Type(s) specify	**Phase**	**Square footage**	**Acres**	**Expecting beginning date**	**Expected completion date**

A. Indicate whether the proposed project will be eliminating any existing recreational facilities. If yes, detail the number and type being eliminated. [ ] Yes [ ] No

B. 1. Does this application involve demolition or re-use of any structure(s)? [ ] Yes [ ] No
If yes, what is the size of the structure(s) to be demolished or re-used? _____
2. What is the current use of the structure to be demolished or re-used? _____
3. Are you claiming trip credits for the demolition or re-use of a structure(s) at the site? [ ] Yes [ ] No
If yes, provide estimates of credits for each previous use at the site. (Attach sheet with calculations)

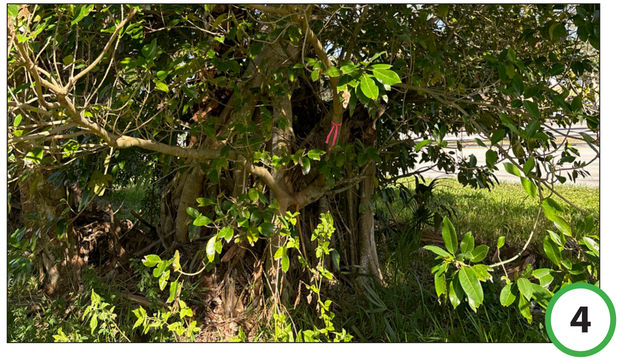
C. Exemptions Requested:

** Complete section if requesting a change in zoning, future land use, or expanding























BLUE SKY - SUNRISE VILLAGE

FEBRUARY 2024

CONTEXTUAL PHOTOS - PROPERTY

WGI























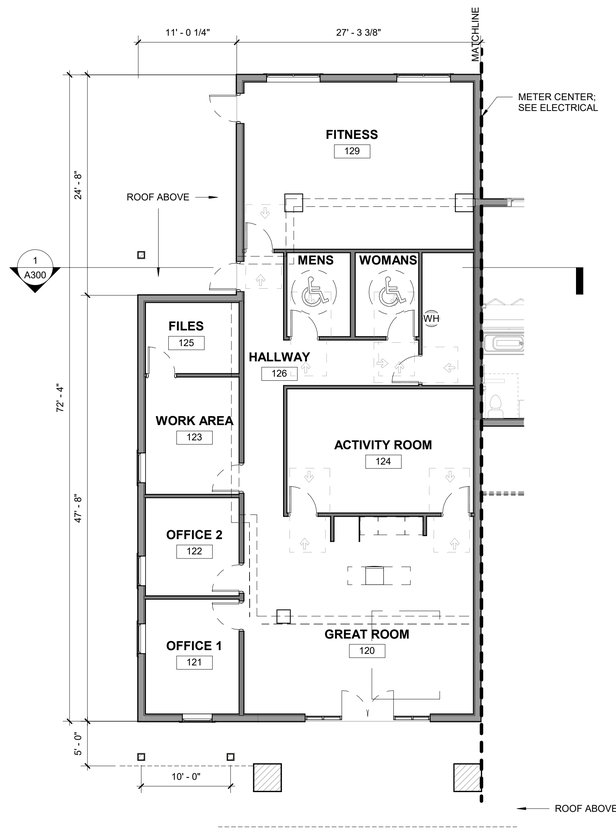




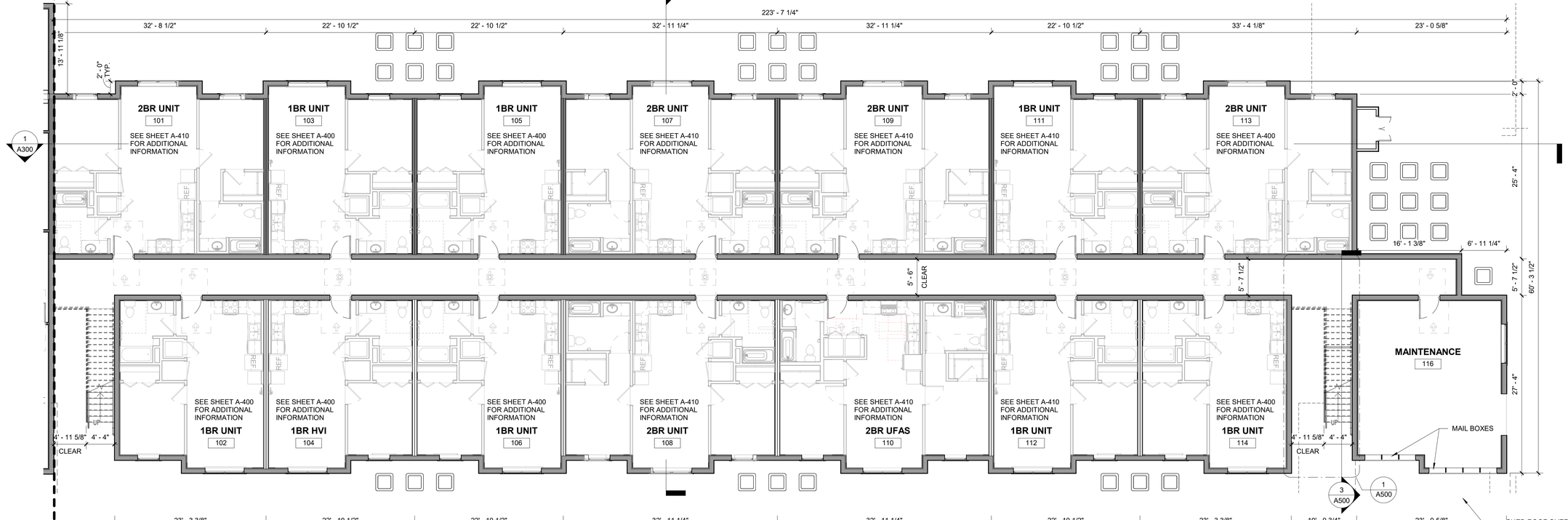
BLUE SKY - SUNRISE VILLAGE

FEBRUARY 2024

CONTEXTUAL PHOTOS - NEIGHBORHOOD



2 BLDG A OVERALL LEVEL 1 PART A
1/8" = 1'-0"



1 BLDG A OVERALL LEVEL 1 PART B
1/8" = 1'-0"

bdg architects
400 N Ashley Drive
Suite 600
Tampa, FL 33602
P: 813 - 323 - 9233
Lic #: AA - 0003590
W: www.bdgllp.com

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SEAL

ISSUE	BY	DATE	DESCRIPTION
1		01/29/25	SCHEMATIC DESIGN

PROJECT INFORMATION BLOCK

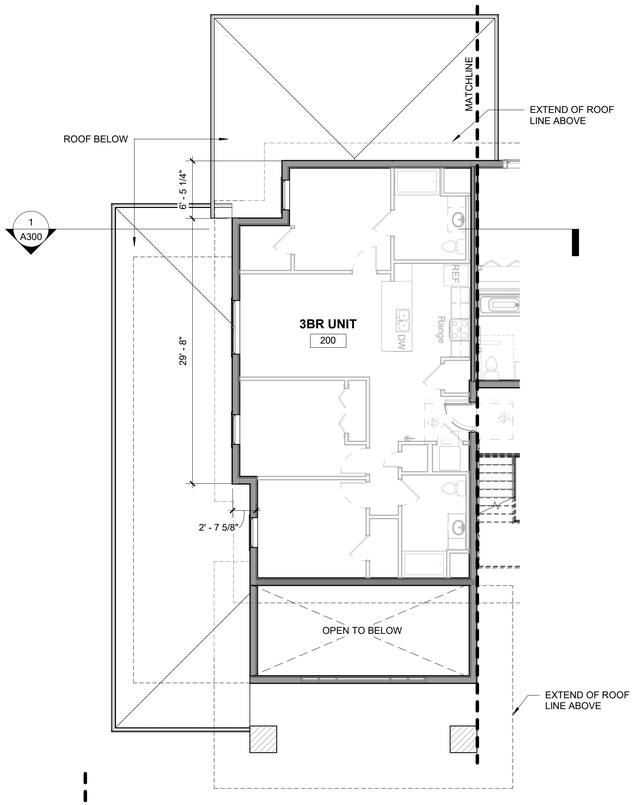
JOB #	240052
DATE:	1/29/2025
DRAWN BY:	Author
CHECKED BY:	Checker

SHEET TITLE

BUILDING A LEVEL 1 OVERALL PLAN

SHEET NUMBER

A110



2 BLDG A LEVEL 2-3 OVERALL PLAN A
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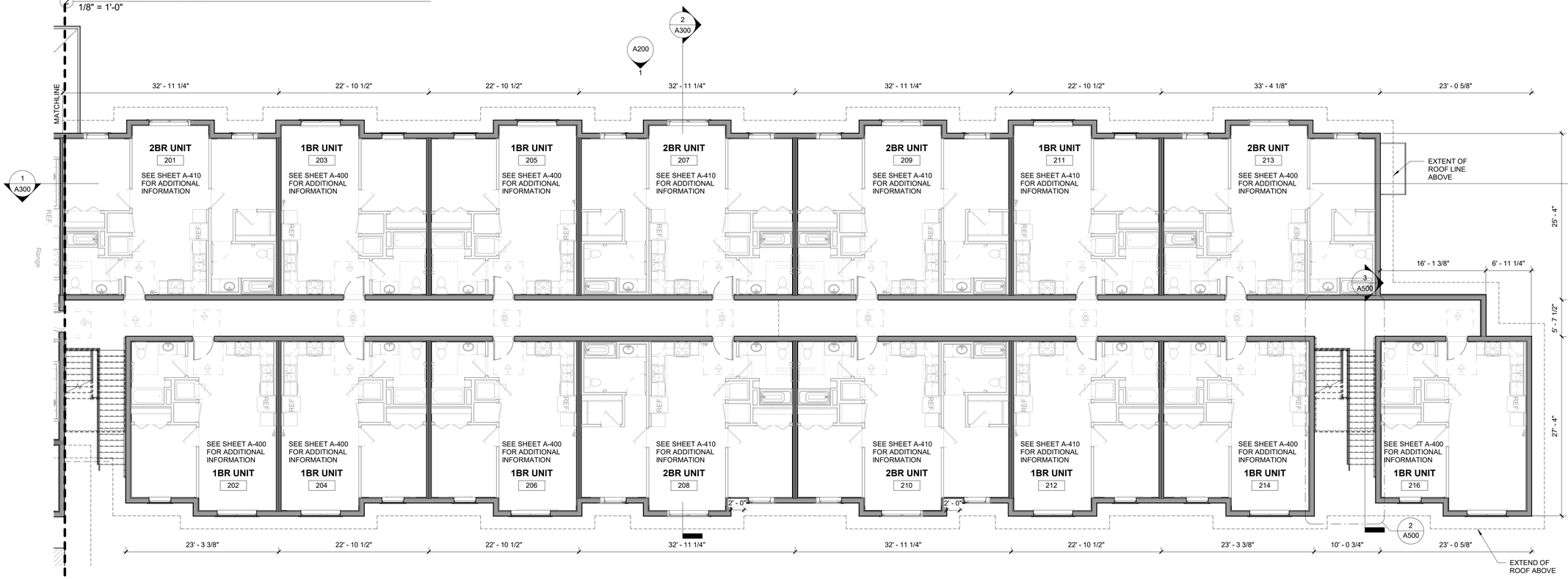

1 BLDG A LEVEL 2-3 OVERALL PLAN B
1/8" = 1'-0"

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SEAL

ISSUE	BY	DATE	DESCRIPTION
1		01/29/25	SCHEMATIC DESIGN

PROJECT INFORMATION BLOCK

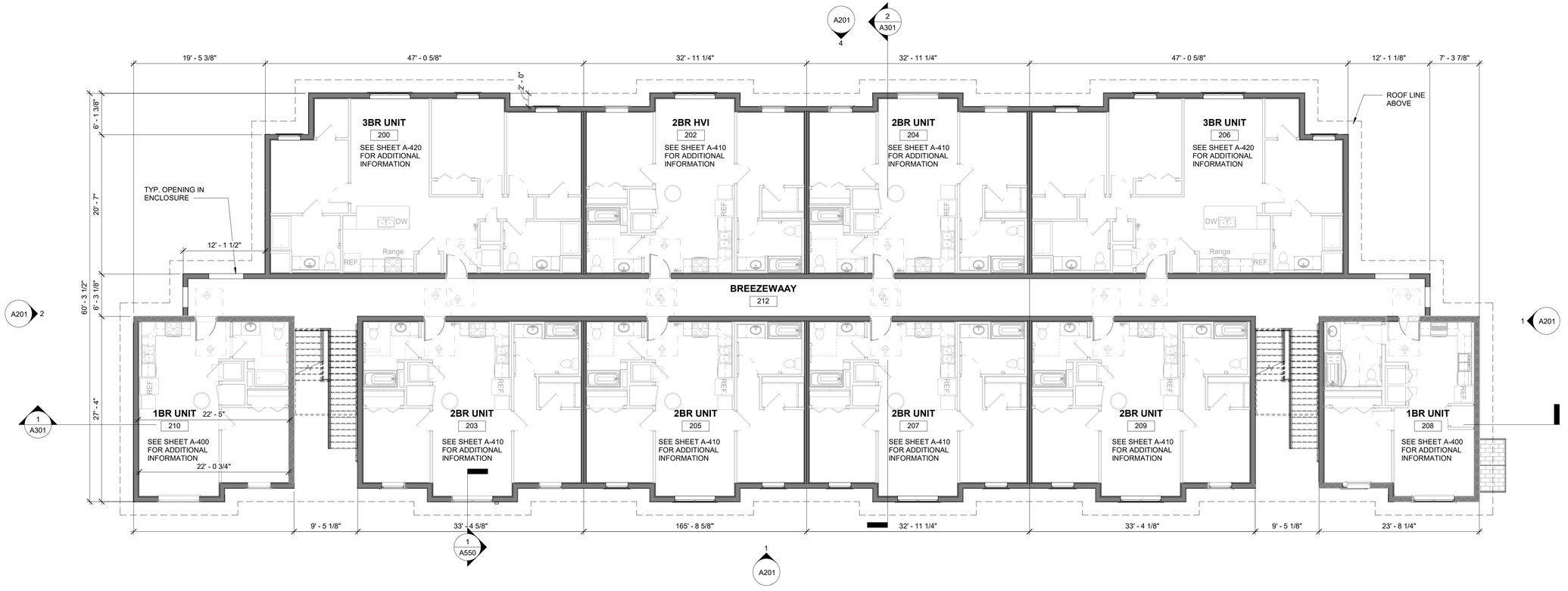
JOB #	240052
DATE:	1/29/2025
DRAWN BY:	Author
CHECKED BY:	Checker

SHEET TITLE

BUILDING A LEVEL 2 OVERALL PLANS

SHEET NUMBER

A111



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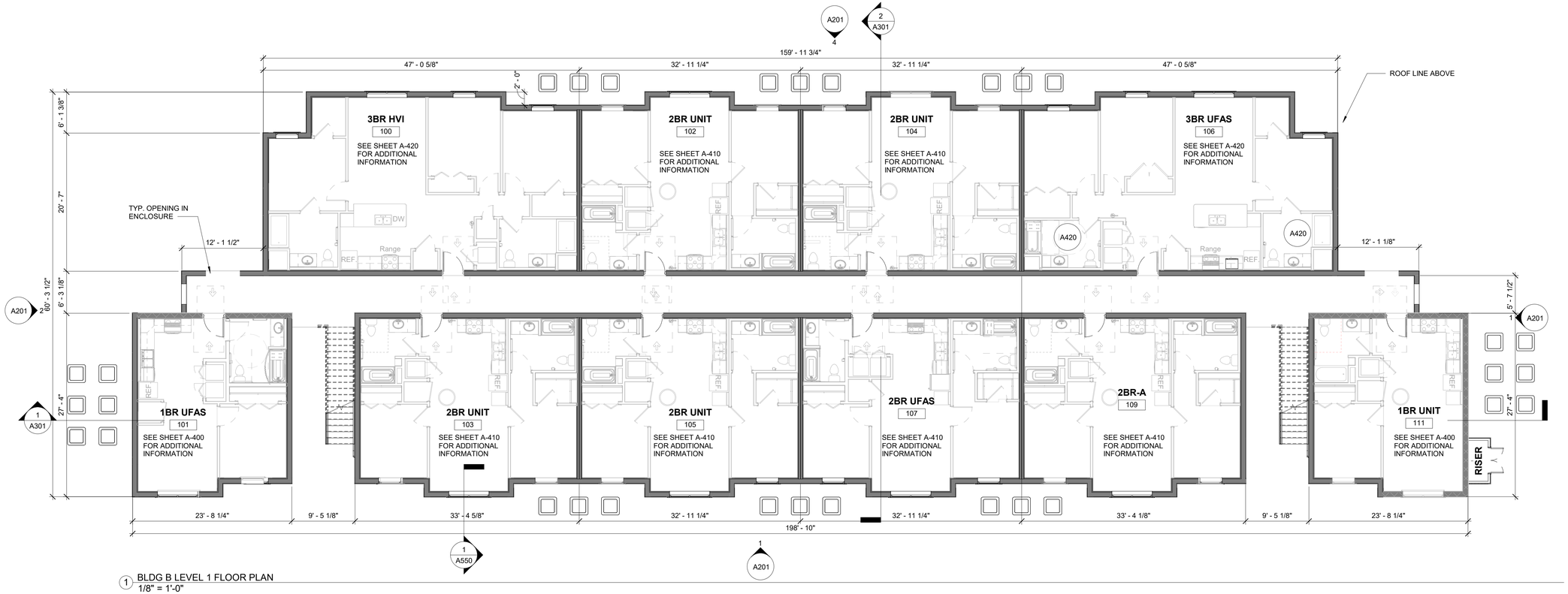

1 BLDG B LEVEL 1 FLOOR PLAN
1/8" = 1'-0"

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SEAL

ISSUE	BY	DATE	DESCRIPTION
1		01/29/25	SCHEMATIC DESIGN

PROJECT INFORMATION BLOCK

JOB #	240052
DATE:	1/29/2025
DRAWN BY:	Author
CHECKED BY:	Checker

SHEET TITLE

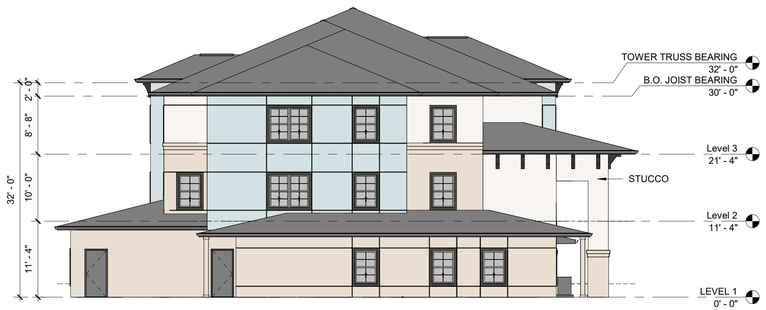
BUILDING B OVERALL PLAN

SHEET NUMBER

A120



1 BLDG A NORTH ELEVATION
3/32" = 1'-0"



3 BLDG A EAST ELEVATION
3/32" = 1'-0"



4 BLDG A WEST ELEVATION
3/32" = 1'-0"



2 BLDG A SOUTH ELEVATION
3/32" = 1'-0"

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3000 Okeechobee Road
Fort Pierce, Florida 34947

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A STATEMENT ON "ALL" SIGNED AND SEALED PLANS THAT TO THE BEST OF THE ARCHITECTS KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE MINIMUM BUILDING CODES.

SEAL

ISSUE	BY	DATE	DESCRIPTION
1		01/29/25	SCHEMATIC DESIGN

PROJECT INFORMATION BLOCK

JOB #	**240052**
DATE:	**1/29/2025**
DRAWN BY:	**Author**
CHECKED BY:	**Checker**

SHEET TITLE

BUILDING A EXTERIOR ELEVATIONS

SHEET NUMBER

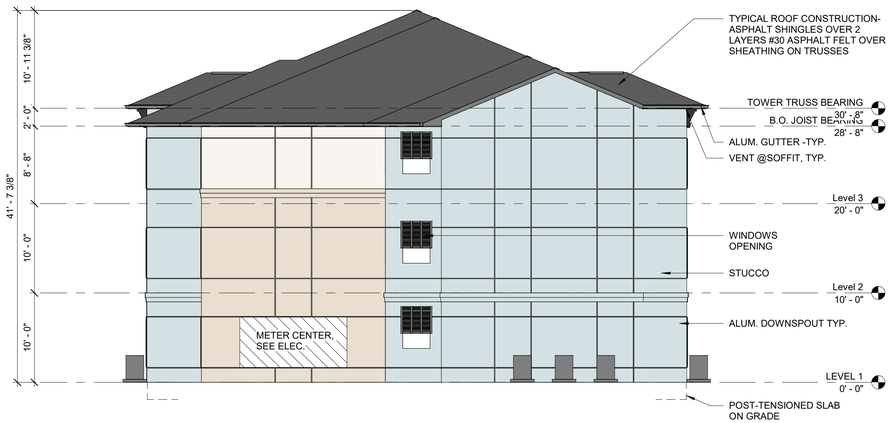
A200



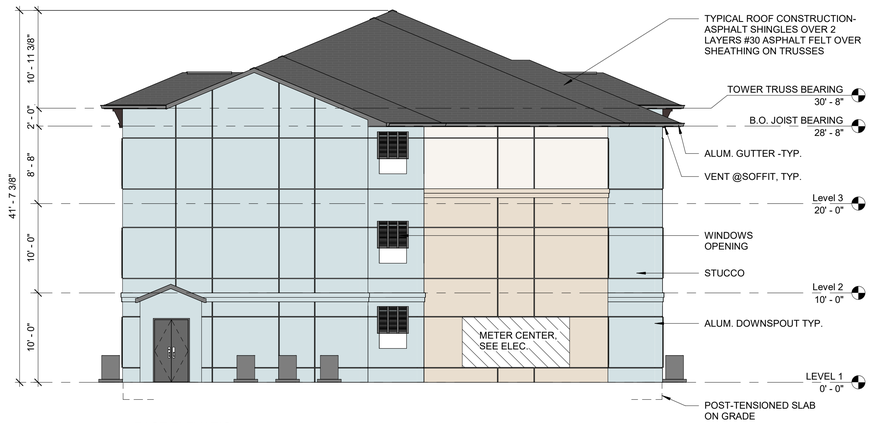
4 SOUTH ELEVATION
1/8" = 1'-0"



3 NORTH ELEVATION
1/8" = 1'-0"



2 WEST ELEVATION
1/8" = 1'-0"



1 EAST ELEVATION
1/8" = 1'-0"

bdg architects
400 N Ashley Drive
Suite 600
Tampa, FL 33602
P: 813 - 323 - 9233
Lic #: AA - 0003590
W: www.bdgllp.com

Sunrise Village

3000 Okeechobee Road
Fort Pierce, Florida 34947

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SEAL

ISSUE	BY	DATE	DESCRIPTION
1		01/29/25	SCHEMATIC DESIGN

PROJECT INFORMATION BLOCK

JOB #	**240052**
DATE:	**1/29/2025**
DRAWN BY:	**Author**
CHECKED BY:	**Checker**

SHEET TITLE

BUILDING B EXTERIOR ELEVATIONS

SHEET NUMBER

A201



3 BUILDING A 3D VIEW 1



4 BUILDING A 3D VIEW 2



1 BUILDING B 3D VIEW 1



5 BUILDING B 3D VIEW 2

bdg architects

400 N Ashley Drive
Suite 600
Tampa, FL 33602

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JOB #	**240052**
DATE:	**1/29/2025**
DRAWN BY:	**Author**
CHECKED BY:	**Checker**

SHEET TITLE

3D REPRESENTATION

SHEET NUMBER

A900

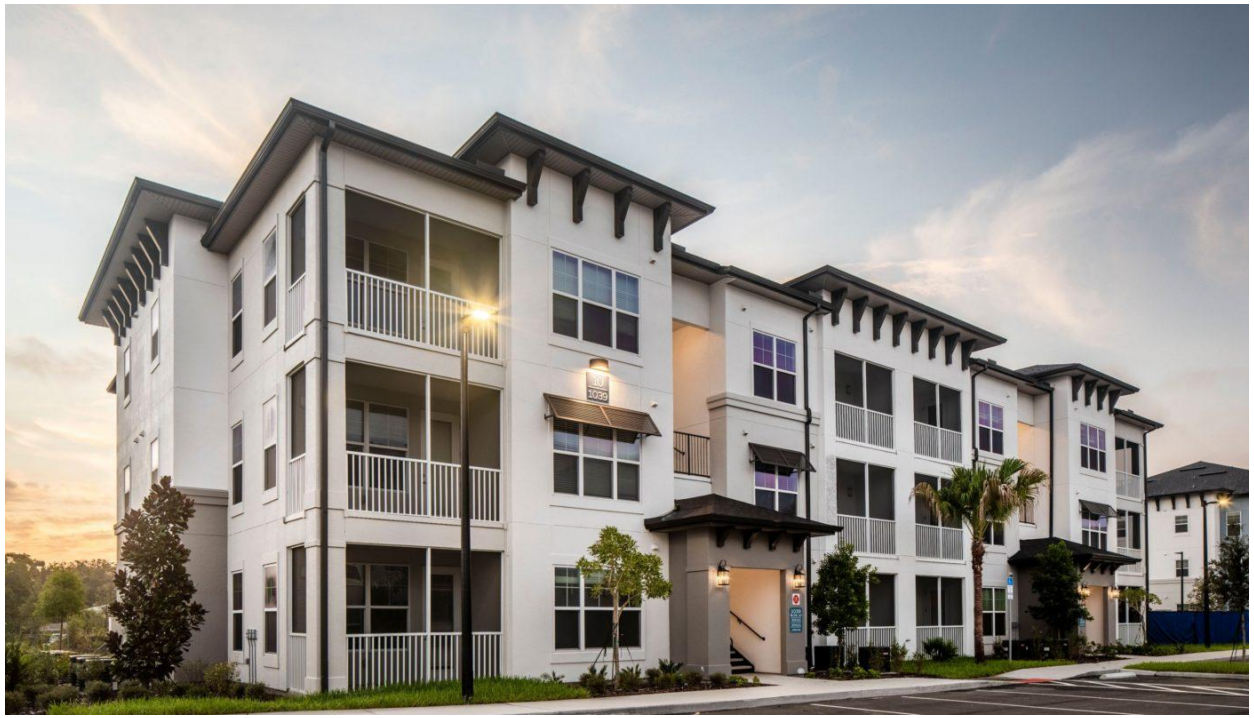
Sunrise Village

Blue Sky Communities

Exterior Design/ February 18th, 2025

BLUE SKY COMMUNITIES





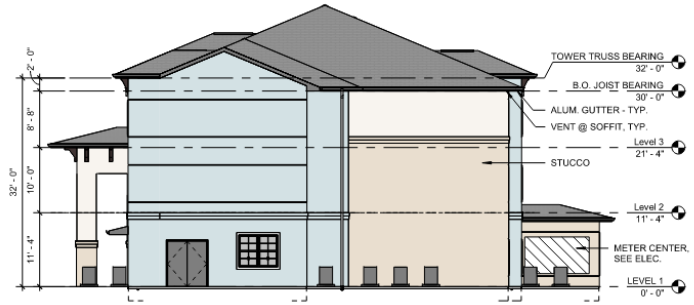
Inspiration Images

bdg architects

BLUE SKY COMMUNITIES



East



West



North

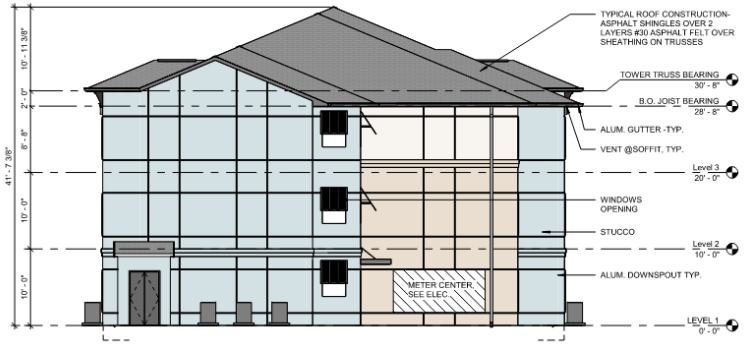


South

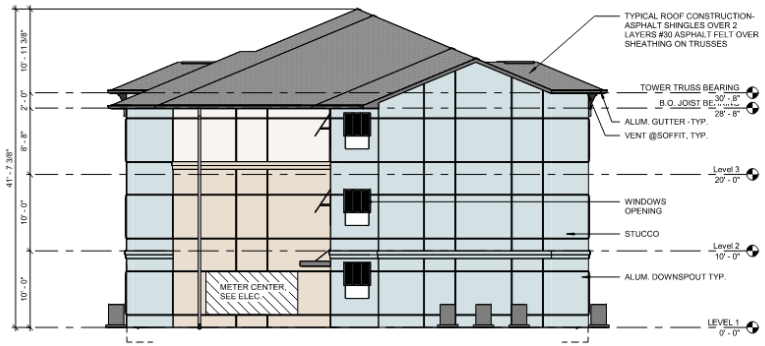
Exterior Elevations-Bldg A

bdg architects

BLUE SKY COMMUNITIES



East



West



North



South

bdg architects

Exterior Elevations-Bldg B

BLUE SKY COMMUNITIES

Sherwin Williams
Pure White
SW 7005

Sherwin Williams
Westinghouse White
SW 7566

Sherwin Williams
Krypton
SW 6247

Sherwin Williams
Colonnade Gray
SW 7641



Exterior Lighting



Metal
Dark Bronze



Shingles
Timberline HD – Oyster Gray

bdg architects

Exterior Material Finish Board

BLOCK "B" COLLIER'S SUBDIVISION
PLAT BOOK 4 PAGE 63-A
(NOTE: NO COPY OF PLAT WAS FURNISHED FOR REVIEW)

LAND USE: RM
ZONING: R-4
USE: RELIGIOUS

THE SOUTH 86' OF BLOCK "B"
ORB 2968 PAGE 1398

LAND USE: GC
ZONING: C-3
USE: COMMERCIAL

BLOCK "E"
COLLIER'S SUBDIVISION
PLAT BOOK 4 PAGE 63-A
(NOTE: NO COPY OF PLAT WAS FURNISHED FOR REVIEW)
ORB 1414 PAGE 2565

LAND USE: GC
ZONING: C-3
USE: COMMERCIAL

LAND USE: GC
ZONING: C-3
USE: COMMERCIAL

(PLAT BOOK 4 PAGE 63)
(NOTE: NO COPY OF PLAT WAS FURNISHED FOR REVIEW)

LAND USE: GC
ZONING: C-3
USE: COMMERCIAL

CITY OF FORT PIECE PROPERTY
2417-806-0001-010-0
NORTH LINE OF BLOCK 1 PALMER TERRACE

LAKE #1
LAKE TRACT
AREA
1.03 AC.

TOP OF BANK
BOTTOM OF BANK
CONTROL STRUCTURE
MES (TYP)
25' WETLAND BUFFER
GAZEBO
EX WETLAND TO REMAIN
MAINT.
WATER METER AND BACKFLOW PREVENTER (TYP)
ADA PARKING (TYP)
DRAINAGE MAIN (TYP)
FIRE HYDRANT (TYP)
BUILDING A
+/- 42,052 SF.
46 UNITS
FFE: 19.00
DRAINAGE INLET (TYP)
CONC S/W (TYP)
DUMPSTER (TYP)
CLUBHOUSE
REC AREA
0.1 AC.
DCDV (TYP)
WM (TYP)
10' U.E.
5' CONC S/W
COVERED BIKE KIOSK (TYP)
BUILDING B
+/- 32,720 SF.
30 UNITS
FFE: 19.00
TYPE "D" CURB (TYP)
8" PVC SANITARY SEWER (TYP)
WASTEWATER LATERAL (TYP)
EX SANITARY MANHOLE
EX 15" RCP DRAINAGE MAIN
CONNECT TO EX WM
EX DRAINAGE INLET
CURB INLET (TYP)
HIGH POINT (TYP)
SANITARY SEWER MH (TYP)
CONNECT TO EX STUB OUT
GV (TYP)
CONNECT TO EX 6" CIP WM
EX 15" RCP DRAINAGE MAIN TO REMAIN
PROPERTY LINE
WHEEL STOPS (TYP)
FDC (TYP)
EX 8" VCP SANITARY SEWER
BUILDING C
+/- 32,720 SF.
30 UNITS
FFE: 19.00
EX DITCH TOP OF BANK
10' CONC S/W
WATER SERVICE (TYP)
10' LANDSCAPE BUFFER
10' ROW BUFFER
EX LIFT STATION
S 31ST STREET
(35' R.O.W.)
OKEECHOBEE RD.
(90' R.O.W.)

0 20' 40' 80'

LEGEND

- BOUNDARY / R.O.W.
- EASEMENT
- OHE — OVERHEAD UTILITY
- UGE — UNDERGROUND UTILITY
- WL — WATER LINE
- WW — WASTEWATER LINE
- SD — DRAINAGE LINE
- FLOW ARROW
- WATER METER VAULT
- WATER VALVE
- WASTEWATER MANHOLE
- UTILITY POLE
- CLEAN-OUT
- DRAINAGE MANHOLE
- FIRE HYDRANT
- DRAIN INLET
- CONCRETE
- ASPHALT

NOT AUTHORIZED FOR CONSTRUCTION PRIOR TO FORMAL CITY APPROVAL

CERT NO. 6991
WGI
WGInc.com
2035 VISTA PARKWAY, WEST PALM BEACH, FLORIDA 33411
561.687.2220

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

PREPARED UNDER THE SUPERVISION OF
ADAM SCHILDMEIER
P.E. #69218
ON 2025-02-21

INITIAL SUBMITTAL
JANUARY XX, 2025

SUNRISE VILLAGE
CITY OF FORT PIERCE, ST. LUCIE COUNTY, FL
PRELIMINARY ENGINEERING PLAN

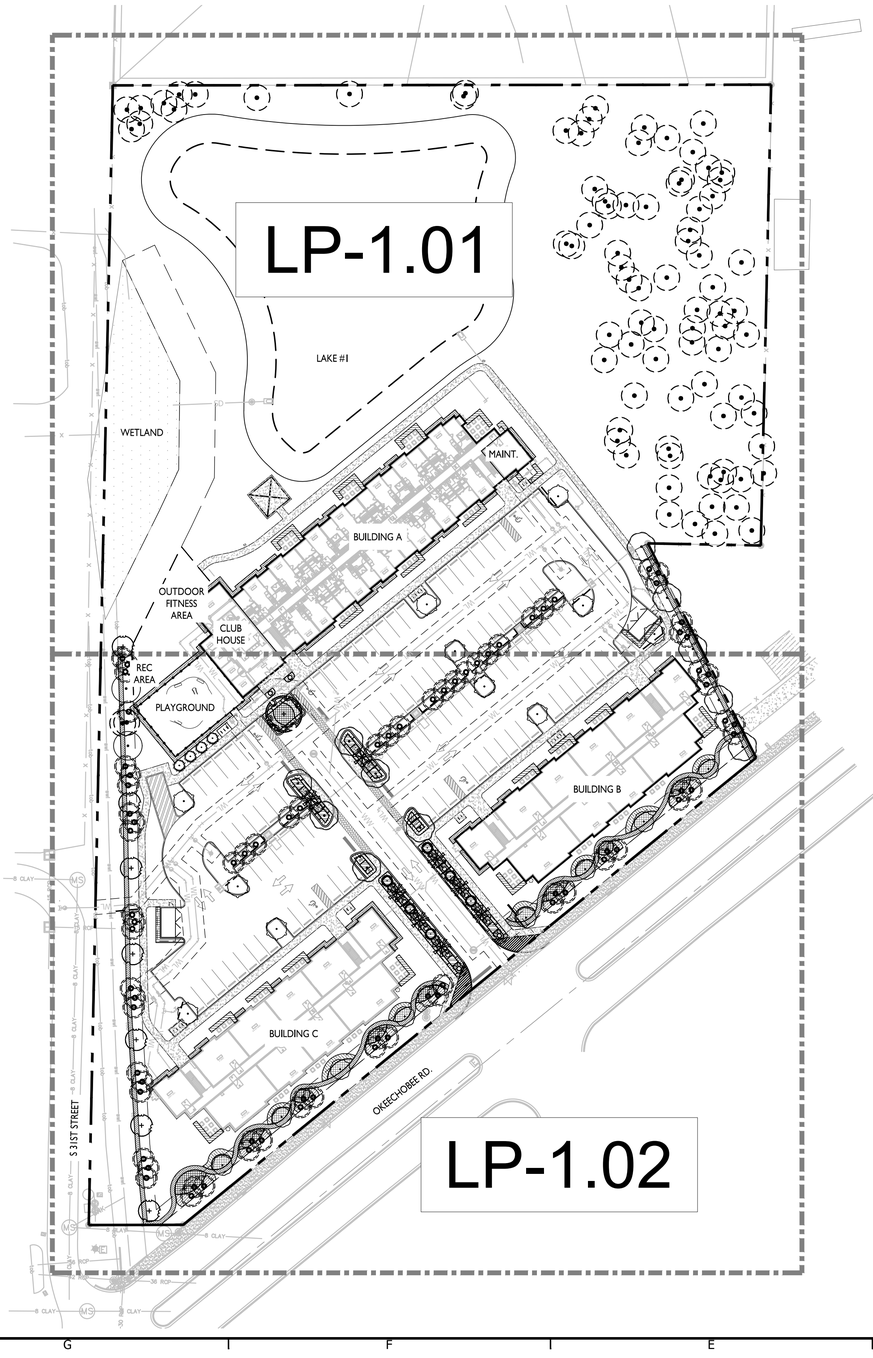
SHEET
EXH-1
1 OF 1
11038.00

SAVED: 2/21/2025 10:23 AM
PLOTTED: 2/21/2025 10:24 AM
PLOTTED BY: GARRETT REISS
DRAWING: G:\11038\11038\04 Site Dev\Sunrise Ft Pierce\CIVIL\10-CAD\2D-Sheets\11038 ENGINEERING PLAN.dwg

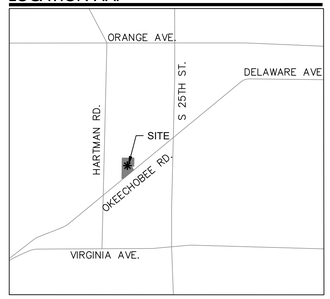
SUNRISE VILLAGE

LANDSCAPE PLAN

CITY OF FORT PIECE, ST. LUCIE COUNTY, FL



LOCATION MAP



SHEET INDEX

SHEET NO.	SHEET TITLE
LP-1.00	OVERALL LANDSCAPE PLAN
LP-1.01	LANDSCAPE PLAN
LP-1.02	LANDSCAPE PLAN
LP-2.01	CODE CHART & PLANT SCHEDULE & TREE DISPOSITIONS
LP-3.01	LANDSCAPE DETAILS
LP-3.02	LANDSCAPE SPECIFICATIONS

N

0 25 50 100

SCALE: 1" = 50'

Know what's BELOW. CALL before you dig

Call 811 two business days before digging

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CERT NO: 6991

WGI. WGInc.com

2035 VISTA PARKWAY, WEST PALM BEACH, FLORIDA 33411

561.687.2220

LANDSCAPE ARCHITECT OF RECORD

SIYANG WEN, PLA

FL# LA6667556

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INITIAL SUBMITTAL

FEBRUARY 21, 2025

SUNRISE VILLAGE

CITY OF FORT PIERCE, ST. LUICE COUNTY, FL

OVERALL LANDSCAPE PLAN

SHEET

LP-1.00

PROJECT# 11038.00



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CERT NO: 6691
WGI
WGInc.com
2035 VISTA PARKWAY, WEST PALM BEACH, FLORIDA 33411
561.687.2220

LANDSCAPE ARCHITECT OF RECORD
SIYANG WEN, PLA
FL# LA6667556

NOT AUTHORIZED FOR CONSTRUCTION PRIOR TO FORMAL CITY APPROVAL

INITIAL SUBMITTAL
FEBRUARY 21, 2025

SUNRISE VILLAGE

CITY OF FORT PIERCE, ST. LUICE COUNTY, FL

LANDSCAPE PLAN

SHEET
LP-1.01

PROJECT# 11038.00

811 Know what's BELOW. CALL before you dig
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MATCHLINE LP-1.01

MATCHLINE LP-1.02

LEGEND

- ROOT BARRIER
- TREE/PALM TO BE PRESERVED
- RELOCATED PALM

REC AREA

CLUBHOUSE

DCDV, TYP.

PLAYGROUND

METER & BACKFLOW PREVENTER, TYP.

10'-0" LANDSCAPE BUFFER ADJACENT TO OTHER PROPERTY

BIKE RACK

FDC. TYP.

LOADING SPACE

FIRE HYDRANT, TYP.

10'-0" U.E.

20'-0" U.E.

DUMPSTER ENCLOSURE

10'-0" R.O.W. BUFFER

EX. DITCH TOP OF BANK

5' S.W.

COVERED BIKE KIOSK

BUILDING B
30 UNITS

BUILDING C
30 UNITS

AC UNITS (TYP.)

PROPERTY LINE

10'-0" POTENTIAL U.E.

20' SIGHT TRIANGLE

OKEECHOBEE RD. (90' R.O.W.)

S 31ST STREET

SOD

N

0 10 20 40

SCALE: 1" = 20'

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CERT NO: 6991

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561.687.2220

LANDSCAPE ARCHITECT OF RECORD
SIYANG WEN, PLA
FL# LA6667556

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INITIAL SUBMITTAL
FEBRUARY 21, 2025

SUNRISE VILLAGE

CITY OF FORT PIERCE, ST. LUICE COUNTY, FL

LANDSCAPE PLAN

SHEET

LP-1.02

PROJECT# 11038.00

LANDSCAPE REQUIREMENTS

FORT PIERCE, FLORIDA

LANDSCAPING	REQUIRED	PROVIDED
10' LANDSCAPE BUFFER ADJACENT TO OTHER PROPERTY		
1 TREE PER 200SF OF REQUIRED LANDSCAPE AREA CONTINUOUS HEDGE AT 36" HT (3 PALM = 1 TREE @ NO MORE THAN 50% OF TOTAL REQUIRED TREES)	WEST BUFFER 130 LF X 10 LF = 1,300 SF REQUIRED LANDSCAPE AREA 1,300 SF / 200 = 7 TREES EAST BUFFER 168LF X 10 LF = 1,680 SF REQUIRED LANDSCAPE AREA 1,680 SF / 200 = 9 TREES	WEST BUFFER 4 PROPOSED TREES + (10 RELOCATED PALM + 2 PRESERVED PALMS) @ 3:1 = 8 TREES PROVIDED CONTINUOUS HEDGE AT 36" PROVIDED EAST BUFFER 5 PROPOSED TREES + 12 RELOCATED PALMS @ 3:1 = 9 TREES PROVIDED CONTINUOUS HEDGE AT 36" PROVIDED
10' R.O.W. LANDSCAPE BUFFER		
1 TREE PER 300SF OF REQUIRED LANDSCAPE AREA CONTINUOUS HEDGE AT 36" HT (3 PALM = 1 TREE @ NO MORE THAN 50% OF TOTAL REQUIRED TREES)	SOUTH R.O.W. BUFFER: (231 LF + 186 LF) X 10 LF = 2,502 SF REQUIRED LANDSCAPE AREA 2,502 SF / 300 = 14 TREES WEST R.O.W. BUFFER: 266 LF X 10 LF = 2,660 SF REQUIRED LANDSCAPE AREA 2,660 SF / 300 = 9 TREES	SOUTH R.O.W. BUFFER: 8 PROPOSED TREES + 24 RELOCATED PALMS @ 3:1 = 16 TREES PROVIDED CONTINUOUS HEDGE AT 36" PROVIDED WEST R.O.W. BUFFER: 5 PROPOSED TREES + 12 RELOCATED PALMS @ 3:1 = 9 TREES PROVIDED CONTINUOUS HEDGE AT 36" PROVIDED
INTERIOR VUA LANDSCAPE		
1 SF OF INTERIOR LANDSCAPING PER 15 SF OF VEHICULAR USE AREA 1 TREE PER 100SF OF REQUIRED INTERIOR LANDSCAPE AREA EACH SEPARATE LANDSCAPE AREA SHALL HAVE AT LEAST ONE TREE, ONE OR MORE SHRUBS, OR ONE OR MORE HEDGES, AND GROUND COVER.	48,634 SF / 15 SF = 3,243 SF INTERIOR LANDSCAPE AREA 3,243 SF / 100 = 33 REQUIRED TREES	26 PROPOSED TREES + (8 PROPOSED PALMS + 18 RELOCATED PALMS) @ 3:1 = 34 TREES PROVIDED

PLANT SCHEDULE OVERALL

SYMBOL	CODE	QTY	COMMON NAME	BOTANICAL NAME	REMARKS
TREES					
+	CE	7	Green Buttonwood	Conocarpus erectus	12` HT MIN., 5` SPRD MIN., 3" CAL. TO BE MAINTAINED FOR 5' MIN CLEARWOOD
	DR	1	Royal Poinciana	Delonix regia	20' - 30' HT. x 15` SPRD., 6" CAL. MIN., SPECIMEN, FIELD GROWN, TO BE MAINTAINED FOR 5' MIN CLEARWOOD
•	ED	8	Japanese Blueberry Tree	Elaeocarpus decipiens	14` HT. X 5` SPRD., 2.5" MIN. CAL. TO BE MAINTAINED AT 5' CLEARWOOD.
•	IC	11	Dahoon Holly	Ilex cassine	12` HT. X 5` SPRD, 2.5" MIN. CAL. TO BE MAINTAINED FOR 5' MIN CLEARWOOD
•	MG	11	Southern Magnolia	Magnolia grandiflora	12` HT. X 5` SPRD, 3.5" MIN. CAL. TO BE MAINTAINED FOR 5' MIN CLEARWOOD
•	ML	6	Little Gem Dwarf Southern Magnolia	Magnolia grandiflora 'Little Gem'	12' HT. x 6` SPRD, 3" CAL. MIN.
•	QV	2	Live Oak	Quercus virginiana	15` HT. X 8` SPRD, 3.5" MIN. CAL. TO BE MAINTAINED FOR 5' MIN CLEARWOOD
PALMS					
	SP	4	Cabbage Palm	Sabal palmetto	14`-16` HT., 10` C.T.
RELOCATED TREES					
	PA-R	76	Relocated Cabbage Palm	Relocated Sabal Palmetto	SEE TABULAR TREE LIST ON TREE INVENTORY PLAN FOR DETAILS
PALM TREES					
	RE	8	Florida Royal Palm	Roystonea elata	10' GW., WITH TROY BELT, FULL INTACT FRONDS.
SHRUBS					
	AO	26	Giant Silver Bromeliad	Alcantarea odorata	30" O.A. HT., SPECIMEN
	SR2	22	Orange Bird of Paradise	Strelitzia reginae 'dwarf'	42" HT. X 42" SPRD. FULL.
SHRUB AREAS					
	AD	80	Myers Asparagus Fern	Asparagus densiflorus 'Myers'	18" HT x 18" SPRD @ 18" O.C., MAINTAINED AT 24" HT.
	CI	703	Green Cocoplum	Chrysobalanus icaco	36" HT. X 36" SPRD. @ 36" O.C.
	FG	277	Green Island Ficus	Ficus microcarpa 'Green Island'	12" HT x 12" SPRD @ 18" O.C.
	MC2	224	Pink Muhly	Muhlenbergia capillaris	30" HT X 24" SPRD @ 24" O.C.
	POM	459	Podocarpus	Podocarpus macrophyllus `Maki`	48" HT x 24" SPRD. @ 24" O.C. FULL TO BASE
	SR4	133	Saw Palmetto	Serenoa repens	36" HT. X 36" SPRD., FULL TO BASE, @ 36" O.C.
	ZP	66	Coontie	Zamia pumila	12" HT. X 12" SPRD. @ 18" O.C.
GROUND COVERS					
	AG	360	Perennial Peanut	Arachis glabrata	6" HT X 12" SPRD @ 12" O.C.
	DT	56	Variegated Flax Lily	Dianella tasmanica `Variegata`	12" HT X 12" SPRD @ 18" O.C.
	JC	638	Shore Juniper	Juniperus conferta `Compacta`	6" HT. SPREADING @18" O.C.
	LIE	662	Liriope	Liriope muscari `Evergreen Giant`	12" HT. X 12" SPRD. @ 18" OC
	MS	38	Powderpuff Mimosa	Mimosa strigillosa	6" HT X 12" SPRD @ 12" O.C.
	NE	19	Boston Fern	Nephrolepis exaltata	12" HT X 12" SPRD @ 18" O.C.
	OJ	227	Mondo Grass	Ophiopogon japonicus	6" HT x 6" SPRD @ 12" O.C.

811 Know what's BELOW. CALL before you dig

Call 811 two business days before digging

TREE DISPOSITION LIST

Tag #	Common Name	Scientific Name	BH (inc	Mitigat	Credit	Dispositi	Notes
1	Sabal Palm	*Sabal palmetto*	12'			Relocate	Used for Landscape Plan
2	Sabal Palm	*Sabal palmetto*	11'			Relocate	Used for Landscape Plan
3	Sabal Palm	*Sabal palmetto*	11'			Relocate	Used for Landscape Plan
4	Sabal Palm	*Sabal palmetto*	11'			Relocate	Used for Landscape Plan
5	Sabal Palm	*Sabal palmetto*	11'			Relocate	Used for Landscape Plan
6	Sabal Palm	*Sabal palmetto*	10'			Relocate	Used for Landscape Plan
8	Sabal Palm	*Sabal palmetto*	12'			Relocate	Used for Landscape Plan
9	Sabal Palm	*Sabal palmetto*	10'			Relocate	Used for Landscape Plan
10	Sabal Palm	*Sabal palmetto*	13'			Relocate	Used for Landscape Plan
11	Sabal Palm	*Sabal palmetto*	15'			Relocate	Used for Landscape Plan
12	Sabal Palm	*Sabal palmetto*	11'			Relocate	Used for Landscape Plan
13	Sabal Palm	*Sabal palmetto*	10'			Relocate	Used for Landscape Plan
14	Sabal Palm	*Sabal palmetto*	10'			Relocate	Used for Landscape Plan
15	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
16	Sabal Palm	*Sabal palmetto*	13'			Relocate	Used for Landscape Plan
17	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
19	Sabal Palm	*Sabal palmetto*	15'			Relocate	Used for Landscape Plan
20	Sabal Palm	*Sabal palmetto*	13'			Relocate	Used for Landscape Plan
21	Sabal Palm	*Sabal palmetto*	16'			Relocate	Used for Landscape Plan
22	Sabal Palm	*Sabal palmetto*	15'			Relocate	Used for Landscape Plan
23	Sabal Palm	*Sabal palmetto*	13'			Relocate	Used for Landscape Plan
24	Sabal Palm	*Sabal palmetto*	15'			Relocate	Used for Landscape Plan
25	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
26	Sabal Palm	*Sabal palmetto*	13'			Relocate	Used for Landscape Plan
27	Sabal Palm	*Sabal palmetto*	13'			Relocate	Used for Landscape Plan
28	Sabal Palm	*Sabal palmetto*	12'			Relocate	Used for Landscape Plan
29	Sabal Palm	*Sabal palmetto*	15'			Relocate	Used for Landscape Plan
30	Sabal Palm	*Sabal palmetto*	12'			Relocate	Used for Landscape Plan
31	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
32	Sabal Palm	*Sabal palmetto*	13'			Relocate	Used for Landscape Plan
33	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
34	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
35	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
36	Sabal Palm	*Sabal palmetto*	16'			Relocate	Used for Landscape Plan
37	Sabal Palm	*Sabal palmetto*	10'			Relocate	Used for Landscape Plan
38	Sabal Palm	*Sabal palmetto*	13'			Relocate	Used for Landscape Plan
39	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
40	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
41	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
42	Sabal Palm	*Sabal palmetto*	15'			Relocate	Used for Landscape Plan
43	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
44	Sabal Palm	*Sabal palmetto*	13'			Relocate	Used for Landscape Plan
45	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
46	Sabal Palm	*Sabal palmetto*	15'			Relocate	Used for Landscape Plan
47	Sabal Palm	*Sabal palmetto*	13'			Relocate	Used for Landscape Plan
48	Sabal Palm	*Sabal palmetto*	13'			Relocate	Used for Landscape Plan
49	Sabal Palm	*Sabal palmetto*	16'			Relocate	Used for Landscape Plan
50	Sabal Palm	*Sabal palmetto*	12'			Relocate	Used for Landscape Plan
51	Sabal Palm	*Sabal palmetto*	12'			Relocate	Used for Landscape Plan
52	Sabal Palm	*Sabal palmetto*	10'			Relocate	Used for Landscape Plan
53	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
54	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
55	Sabal Palm	*Sabal palmetto*	15'			Relocate	Used for Landscape Plan
56	Sabal Palm	*Sabal palmetto*	13'			Relocate	Used for Landscape Plan
57	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
58	Sabal Palm	*Sabal palmetto*	16'			Relocate	Used for Landscape Plan
59	Sabal Palm	*Sabal palmetto*	16'			Relocate	Used for Landscape Plan
60	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
61	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
62	Sabal Palm	*Sabal palmetto*	13'			Relocate	Used for Landscape Plan
63	Sabal Palm	*Sabal palmetto*	11'			Relocate	Used for Landscape Plan
64	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
65	Sabal Palm	*Sabal palmetto*	12'			Relocate	Used for Landscape Plan
66	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
67	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
91	Sabal Palm	*Sabal palmetto*	10'			Relocate	Used for Landscape Plan
92	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
93	Sabal Palm	*Sabal palmetto*	11'			Relocate	Used for Landscape Plan
107	Sabal Palm	*Sabal palmetto*	12'	N/A	N/A	N/A	Dead
116	Sabal Palm	*Sabal palmetto*	14'			Preserve	Used for Landscape Plan
117	Sabal Palm	*Sabal palmetto*	11'			Preserve	Used for Landscape Plan
119	Sabal Palm	*Sabal palmetto*	16'			Relocate	Used for Landscape Plan
122	Sabal Palm	*Sabal palmetto*	13'			Relocate	Used for Landscape Plan
123	Sabal Palm	*Sabal palmetto*	12'			Relocate	Used for Landscape Plan
124	Sabal Palm	*Sabal palmetto*	12'			Relocate	Used for Landscape Plan
129	Sabal Palm	*Sabal palmetto*	13'			Relocate	Used for Landscape Plan
131	Sabal Palm	*Sabal palmetto*	12'		1	Preserve	
132	Sabal Palm	*Sabal palmetto*	13'		1	Preserve	
133	Sabal Palm	*Sabal palmetto*	15'			Relocate	Used for Landscape Plan
134	Laurel Oak	*Quercus laurifolia*	25		50	Preserve	
135	Sabal Palm	*Sabal palmetto*	15'		1	Preserve	
136	Sabal Palm	*Sabal palmetto*	12'		1	Preserve	
138	Sabal Palm	*Sabal palmetto*	14'		1	Preserve	
140	Sabal Palm	*Sabal palmetto*	17'			Relocate	Used for Landscape Plan
144	Sabal Palm	*Sabal palmetto*	11'		1	Preserve	
145	Slash Pine	*Pinus elliottii*	17		34	Preserve	
146	Sabal Palm	*Sabal palmetto*	8'		1	Preserve	
147	Slash Pine	*Pinus elliottii*	14		28	Preserve	
148	Sabal Palm	*Sabal palmetto*	15'		1	Preserve	
149	Sabal Palm	*Sabal palmetto*	10'		1	Preserve	
150	Sabal Palm	*Sabal palmetto*	14'		1	Preserve	
151	Laurel Oak	*Quercus laurifolia*	32		64	Preserve	Codominant (17" and 15" leaders)
152	Sabal Palm	*Sabal palmetto*	10'			Relocate	Used for Landscape Plan
159	Laurel Oak	*Quercus laurifolia*	25		50	Preserve	
160	Sabal Palm	*Sabal palmetto*	18'		1	Preserve	
161	Laurel Oak	*Quercus laurifolia*	26		52	Preserve	Vine intrusion
162	Laurel Oak	*Quercus laurifolia*	27		54	Preserve	
163	Laurel Oak	*Quercus laurifolia*	20		40	Preserve	
164	Sabal Palm	*Sabal palmetto*	15'		1	Preserve	
165	Sabal Palm	*Sabal palmetto*	18'		1	Preserve	
166	Sabal Palm	*Sabal palmetto*	10'		1	Preserve	
167	Sabal Palm	*Sabal palmetto*	12'		1	Preserve	
168	Laurel Oak	*Quercus laurifolia*	22		44	Preserve	
169	Sabal Palm	*Sabal palmetto*	13'		1	Preserve	
170	Sabal Palm	*Sabal palmetto*	14'		1	Preserve	
171	Laurel Oak	*Quercus laurifolia*	41		82	Preserve	Codominant (21" and 20" leaders)
172	Sabal Palm	*Sabal palmetto*	11'		1	Preserve	
173	Sabal Palm	*Sabal palmetto*	18'		1	Preserve	
174	Laurel Oak	*Quercus laurifolia*	20		40	Preserve	
175	Sabal Palm	*Sabal palmetto*	14'		1	Preserve	
176	Laurel Oak	*Quercus laurifolia*	15		30	Preserve	
177	Sabal Palm	*Sabal palmetto*	14'		1	Preserve	
178	Laurel Oak	*Quercus laurifolia*	17		34	Preserve	
179	Laurel Oak	*Quercus laurifolia*	14		28	Preserve	
180	Laurel Oak	*Quercus laurifolia*	19		38	Preserve	
181	Sabal Palm	*Sabal palmetto*	12'		1	Preserve	
182	Laurel Oak	*Quercus laurifolia*	31		62	Preserve	
183	Sabal Palm	*Sabal palmetto*	15'		1	Preserve	
184	Laurel Oak	*Quercus laurifolia*	15		30	Preserve	
185	Sabal Palm	*Sabal palmetto*	13'		1	Preserve	
186	Laurel Oak	*Quercus laurifolia*	35		70	Preserve	
187	Sabal Palm	*Sabal palmetto*	14'		1	Preserve	
188	Sabal Palm	*Sabal palmetto*	10'		1	Preserve	
189	Sabal Palm	*Sabal palmetto*	18		1	Preserve	
190	Sabal Palm	*Sabal palmetto*	21'		1	Preserve	
191	Laurel Oak	*Quercus laurifolia*	27		54	Preserve	
192	Sabal Palm	*Sabal palmetto*	14'		1	Preserve	
193	Laurel Oak	*Quercus laurifolia*	35		70	Preserve	
194	Sabal Palm	*Sabal palmetto*	12'		1	Preserve	
195	Sabal Palm	*Sabal palmetto*	12'		1	Preserve	
196	Sabal Palm	*Sabal palmetto*	15'		1	Preserve	
197	Laurel Oak	*Quercus laurifolia*	14		28	Preserve	
198	Laurel Oak	*Quercus laurifolia*	23		46	Preserve	Codominant (13" and 10" leaders)
199	Sabal Palm	*Sabal palmetto*	12'		1	Preserve	
200	Sabal Palm	*Sabal palmetto*	13'		1	Preserve	
201	Sabal Palm	*Sabal palmetto*	11'		1	Preserve	
202	Sabal Palm	*Sabal palmetto*	18'		1	Preserve	
203	Laurel Oak	*Quercus laurifolia*	35		70	Preserve	
204	Sabal Palm	*Sabal palmetto*	15'		1	Preserve	
205	Laurel Oak	*Quercus laurifolia*	36		72	Preserve	
206	Sabal Palm	*Sabal palmetto*	14'		1	Preserve	
207	Sabal Palm	*Sabal palmetto*	14'		1	Preserve	
208	Laurel Oak	*Quercus laurifolia*	29		58	Preserve	
209	Sabal Palm	*Sabal palmetto*	15'		1	Preserve	
210	Sabal Palm	*Sabal palmetto*	14'		1	Preserve	
211	Laurel Oak	*Quercus laurifolia*	26		52	Preserve	
212	Sabal Palm	*Sabal palmetto*	13'		1	Preserve	
213	Sabal Palm	*Sabal palmetto*	12'		1	Preserve	
214	Sabal Palm	*Sabal palmetto*	11'		1	Preserve	
215	Sabal Palm	*Sabal palmetto*	11'		1	Preserve	
216	Sabal Palm	*Sabal palmetto*	12'		1	Preserve	
217	Sabal Palm	*Sabal palmetto*	11'		1	Preserve	
218	Laurel Oak	*Quercus laurifolia*	15		30	Preserve	
219	Sabal Palm	*Sabal palmetto*	13'		1	Preserve	
220	Sabal Palm	*Sabal palmetto*	15'		1	Preserve	
221	Sabal Palm	*Sabal palmetto*	17'		1	Preserve	
222	Sabal Palm	*Sabal palmetto*	10'		1	Preserve	
223	Sabal Palm	*Sabal palmetto*	15'		1	Preserve	
224	Sabal Palm	*Sabal palmetto*	11'		1	Preserve	
225	Sabal Palm	*Sabal palmetto*	12'		1	Preserve	
226	Sabal Palm	*Sabal palmetto*	12'		1	Preserve	
227	Sabal Palm	*Sabal palmetto*	12'		1	Preserve	
201a	Sabal Palm	*Sabal palmetto*	11'		1	Preserve	
		Required Tree Mitigation (Replacement Inches):		426			
		Required Palm Mitigation (Replacement Palms):		55			
		Trees Relocated:		0	0		
		Palms Relocated:		76	0		76 to be used for landscape code
		Trees Preserved:		27	1310		Tree Mitigation Credits
		Palms Preserved:		59	57		Palm Credits; 2 to be used for landscape code
		*All palms are measured in feet to clear trunk					

NOT AUTHORIZED FOR CONSTRUCTION PRIOR TO FORMAL CITY APPROVAL

CERT NO: 6991

WGI
WGInc.com
2035 VISTA PARKWAY, WEST PALM BEACH, FLORIDA 33411
561.687.2220

LANDSCAPE ARCHITECT OF RECORD
SIYANG WEN, PLA
FL# LA6667556

NOT AUTHORIZED FOR CONSTRUCTION PRIOR TO FORMAL CITY APPROVAL

INITIAL SUBMITTAL
FEBRUARY 21, 2025

SUNRISE VILLAGE
CITY OF FORT PIERCE, ST. LUICE COUNTY, FL

CODE CHART & PLANT SCHEDULE & TREE DISPOSITION

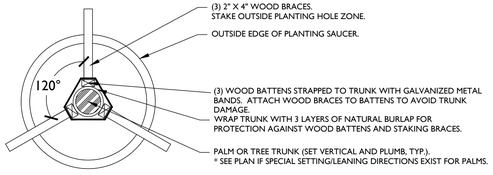
SHEET
LP-2.01

PROJECT# 11038.00

SMALL PALM STAKING PLAN

NTS.

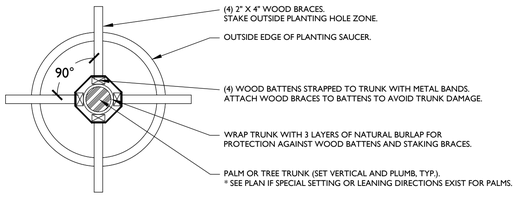
NOTE:
1. APPLICABLE TO ALL PALMS WITH CALIPER SIZE OF LESS THAN SIX (6) INCHES.
2. ALL TREE SUPPORTS MATERIALS ARE TO BE REMOVED FROM EACH TREE ONCE IT IS ESTABLISHED. TYPICALLY SIX MONTHS FOR SHADE TREES OR ONE YEAR FOR PALMS.



LARGE PALM OR TREE STAKING PLAN

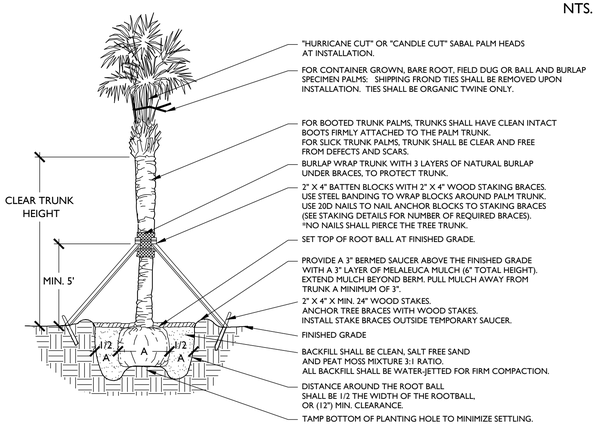
NTS.

NOTE:
1. APPLICABLE TO ALL MULTI-TRUNK PALMS AND PALMS WITH CALIPER SIZE OF SIX (6) INCHES OR GREATER
2. ALL TREE SUPPORTS MATERIALS ARE TO BE REMOVED FROM EACH TREE ONCE IT IS ESTABLISHED. TYPICALLY SIX MONTHS FOR SHADE TREES OR ONE YEAR FOR PALMS.



PALM PLANTING DETAIL

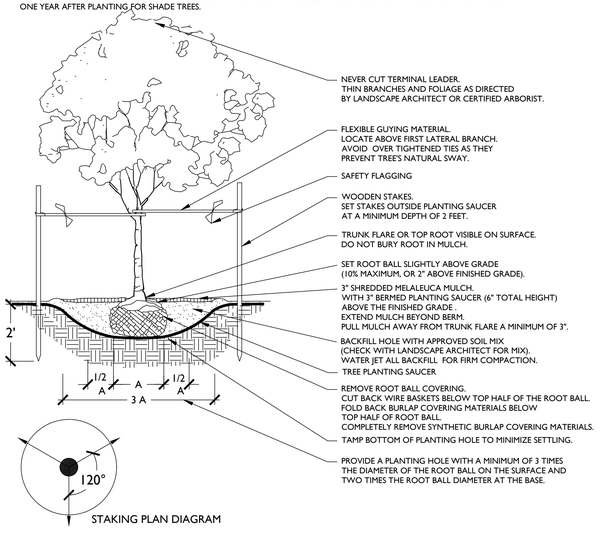
NTS.



TREE PLANTING DETAIL

NOTE:
1. ALL TREE SUPPORT MATERIALS ARE TO BE REMOVED FROM EACH TREE ONCE IT IS ESTABLISHED. TYPICALLY SIX MONTHS TO ONE YEAR AFTER PLANTING FOR SHADE TREES.

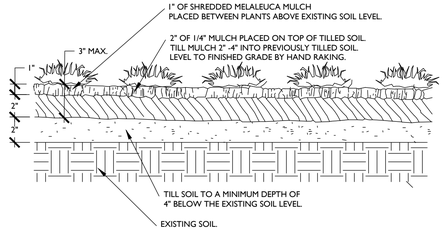
NTS.



STAKING PLAN DIAGRAM

GROUNDCOVER DETAIL

NTS.



PLANT SPACING DETAIL

NTS.

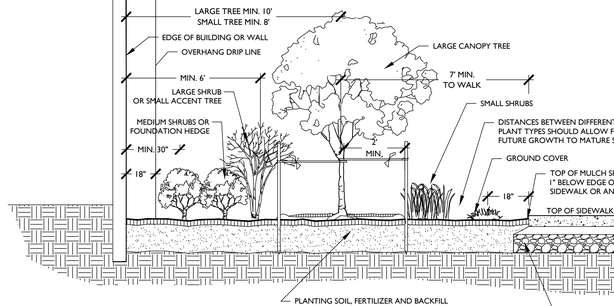
SPACING "D"	ROW "A"
6" O.C.	5.2"
8" O.C.	6.93"
10" O.C.	8.66"
12" O.C.	10.4"
18" O.C.	15.6"
24" O.C.	20.8"
30" O.C.	26.0"
36" O.C.	31.2"
48" O.C.	41.6"

PLANT SPACING CHART



SHRUB PLANTING DETAIL

NTS.



ROOT BARRIER DETAIL

NOTE:
1. TREES ARE TO BE INSTALLED WITH A MINIMUM TEN FOOT (10') SEPARATION FROM ANY PUBLIC WATER OR PUBLIC SEWER MAIN AND/OR SERVICE, HYDRANTS, AND LIFT STATIONS. IF A TEN FOOT (10') SEPARATION CANNOT BE ACHIEVED, THE TREE SHALL BE INSTALLED WITH A ROOT BARRIER SYSTEM.

2. ROOT BARRIERS SHALL COMPLY WITH ALL REQUIREMENTS OF THE MUNICIPALITY WITHIN WHICH THEY ARE LOCATED AS WELL AS WITH ANY REQUIREMENTS OF THE UTILITY HOLDER OF THE AFFECTED UTILITIES. IN THE EVENT THAT CONFLICTING REQUIREMENTS EXIST BETWEEN THIS ROOT BARRIER DETAIL AND THE MUNTICPALITY/UTILITY HOLDER REQUIREMENTS, THE MORE STRINGENT OF THE REQUIREMENTS SHALL BE APPLICABLE.

NTS.

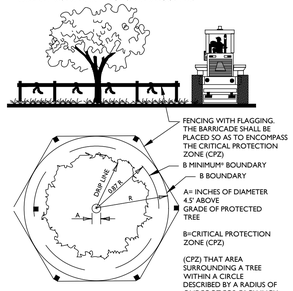
TYPICAL PLANTING DIAGRAM

NTS.

TREE PROTECTION DETAIL

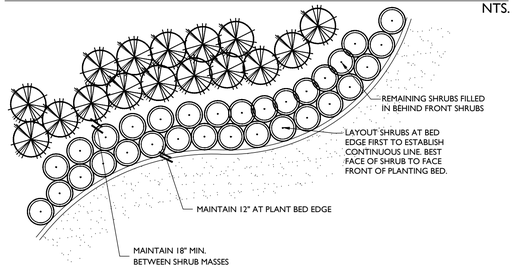
NOTE: 1. THIS DETAIL APPLIES TO ALL TREES THAT WILL BE PRESERVED IN PLACE OR BE RELOCATED.

NTS.



SHRUB AND GROUNDCOVER PLANTING DETAIL

NTS.



LANDSCAPE NOTES:

1. STRUCTURAL ELEMENTS AND HARDSCAPE FEATURES INDICATED ON LANDSCAPE PLANS ARE FOR INFORMATIONAL PURPOSES ONLY. LANDSCAPE PLANS ARE TO BE UTILIZED FOR LOCATION OF LIVING PLANT MATERIAL ONLY. LANDSCAPE PLANS SHOULD NOT BE UTILIZED FOR STAKING AND LAYOUT OR LOCATION OF ANY STRUCTURAL SITE FEATURES INCLUDING BUT NOT LIMITED TO: BUILDINGS, SIGNAGE, PATHWAYS, EASEMENTS, BERMS, WALL, FENCES, UTILITIES OR ROADWAYS.
2. CONTRACTOR SHALL ACQUIRE ALL APPLICABLE FEDERAL, STATE, LOCAL, JURISDICTIONAL OR UTILITY COMPANY PERMITS REQUIRED PRIOR TO REMOVAL, RELOCATION, AND/OR INSTALLATION OF LANDSCAPE MATERIALS INDICATED WITHIN PLAN DOCUMENTS. THE CONTRACTOR SHALL HAVE PERMITS "IN HAND" PRIOR TO STARTING WORK. LANDSCAPE ARCHITECT SHALL BEAR NO RESPONSIBILITY FOR WORK PERFORMED WITHOUT PERMITTED DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CHANGES TO THE WORK, AT NO ADDITIONAL COST TO THE OWNER, AS A RESULT OF UNAUTHORIZED WORK PRIOR TO RECEIPT OF PERMIT.
3. TREES SHOWN ON THIS PLAN ARE FOR GRAPHIC REPRESENTATION ONLY. TREE SPACING IS BASED ON DESIGN REQUIREMENTS AND THE TREES SHOWN ON THESE PLANS ATTEMPT TO ACCOMPLISH THAT SPACING WHILE MAINTAINING THE REQUIRED SETBACKS FROM UTILITIES. IN THE EVENT OF A CONFLICT, AFFECTED PLANT MATERIAL SHALL BE FIELD ADJUSTED WITH THE APPROVAL OF THE LANDSCAPE ARCHITECT TO AVOID CONFLICTS WITH THE WITH EXISTING AND PROPOSED UTILITIES, LIGHT POLES, DRAINAGE STRUCTURES OR LINES, LAKE MAINTENANCE EASEMENTS OR OTHER AFFECTED SITE FEATURES.
4. ANY PLANTING WITHIN THE SIGHT TRIANGLES SHALL PROVIDE UNOBSTRUCTED VIEWS AT A LEVEL BETWEEN 30" AND 8' ABOVE THE PAVEMENT.
5. ALL UTILITY BOXES/ STRUCTURES TO BE SCREENED ON 3 SIDES W/ APPROVED PLANTING MATERIAL.
6. IRRIGATION IS REQUIRED PROVIDING 100% COVERAGE WITH A MAXIMUM OF 50% OVERLAP, AN AUTOMATIC RAIN SENSOR MUST BE INCLUDED.
7. ALL PLANT MATERIAL TO BE INSTALLED SHALL CONFORM TO FLORIDA POWER AND LIGHT'S (FPL'S) RIGHT TREE RIGHT PLACE GUIDELINES.
8. IN CASE OF DISCREPANCIES PLANS TAKE PRECEDENCE OVER PLANT LIST.
9. LANDSCAPE CONTRACTOR RESPONSIBLE FOR VERIFICATION OF ALL QUANTITIES PRIOR TO BIDDING.
10. REMOVAL OF EXISTING VEGETATION IS RESPONSIBILITY OF LANDSCAPE CONTRACTOR.
11. RELOCATION OF EXISTING VEGETATION IS RESPONSIBILITY OF LANDSCAPE CONTRACTOR. REFER TO SPECIFICATIONS FOR RELOCATION INSTRUCTIONS.
12. ALL PLANT MATERIAL TO BE FLORIDA GRADE #1 AT TIME OF INSTALLATION UNLESS OTHERWISE NOTED.
13. TO SUPPORT LONG-TERM PLANT HEALTH, PLANTING SOIL FOR ALL LANDSCAPED AREAS SHALL CONSIST OF EXISTING SOIL MIXED WITH 50 PERCENT RECYCLED TOP SOIL.

811 Know what's BELOW. CALL before you dig
Call 811 two business days before digging

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CERT NO: 6991

WGI. WGInc.com

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LANDSCAPE ARCHITECT OF RECORD
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INITIAL SUBMITTAL
FEBRUARY 21, 2025

SUNRISE VILLAGE
CITY OF FORT PIERCE, ST. LUICE COUNTY, FL

LANDSCAPE DETAILS

SHEET
LP-3.01

PROJECT# 11038.00

Landscape Planting - Part I. General

I. Description of Work
A. Provide all exterior planting as shown on the drawings or inferable therefrom and/or as specified in accordance with the requirements of the Contract Documents. Landscape plans provided indicate the proposed location of living plant material only. Structural elements and hardscape features indicated on the landscape plans are for information purposes only. Landscape plans are not to be utilized for staking and layout or location of any structural site features including but not limited to, buildings, signage, pathways, easements, utilities or roadways.
B. These specifications include standards necessary for and incidental to the execution and completion of planting as indicated on the prepared drawings and specified herein.
C. All applicable federal, state and local permits shall be attained prior to the removal, relocation, or installation of plant materials indicated within the plan documents.
D. Protection of existing features. During construction, protect all existing trees, shrubs, and other specified vegetation, site features and improvements, structures, and utilities specified herein and/or on submitted drawings. Removal or destruction of existing plantings is prohibited unless specifically authorized by the owner, and with permit as required by associated federal, state and local government agencies.

II. Applicable Standards
A. American National Standards for Tree Care Operations, ANSI A300. American National Standards Institute, 11 West 42nd Street, New York, N.Y. 10036.
B. American Standard for Nursery Stock, ANSI Z60.1, American Nursery and Landscape Association, 1250 Eye Street. NW, Suite 500, Washington, D.C. 20005.
C. Hortus Third, The Staff of the L.H. Bailey Hortorium, 1976. MacMillan Publishing Co., New York.
D. Florida Department of Agriculture "Grades and Standards for Nursery Plants", most recent addition.
E. National Arborist Association- Pruning Standards for Shade Trees
F. All standards shall include the latest additions and amendments as of the date of advertisement for bids

III. Qualifications
A. Landscape planting and related work shall be performed by a firm with a minimum of five years experience specializing in this type of work. All contractors and their sub-contractors who will be performing any landscape work included in this section of the specification shall be approved by the landscape architect.
B. Landscape Contractor shall be licensed and shall carry any necessary insurance and shall protect the Landscape Architect and Owner against all liabilities, claims or demands for injuries or damage to any person or property growing out of the performance of the work under this contract. All workers shall be covered by Workman's Compensation Insurance.

IV. Requirements of Regulatory Agencies
A. Certificates of inspection shall accompany the invoice for each shipment of plants as may be required by law for transportation. File certificates with the landscape architect prior to acceptance of the material. Inspection by federal or state authorities at place of growth does not preclude rejection of the plants at the site.

V. Submittals
A. Manufacturer's Data: Submit copies of the manufacturer's and/or source data for all materials specified, including soils, soil amendments and fertilizer materials. Comply with regulations applicable to landscape materials.
B. Samples: Submit samples of all topsoil, soil mixes, mulches, and organic materials. Samples shall weigh 1 kg (2 lb) and be packaged in plastic bags. Samples shall be typical of the lot of material to be delivered to the site and provide an accurate indication of color, texture, and organic makeup of the material.
C. Nursery Sources: Submit a list of all nurseries that will supply plants, along with a list of the plants they will provide and the location of the nursery.
D. Soil Test: Submit soil test analysis report for each sample of topsoil and planting mix from a soil testing laboratory approved by the landscape architect.
1. Provide a particle size analysis, including the following gradient of mineral content:

USDA Designation	Size in mm
Gravel	+2 mm
Very Course Sand	1-2 mm
Coarse Sand	0.5-1 mm
Medium Sand	0.25-0.5 mm
Fine Sand	0.1-0.25 mm
Very fine sand	0.05-0.1 mm
Silt	0.002-0.05 mm
Clay	smaller than 0.002

2. Provide a chemical analysis, including the following:
a. pH and buffer pH
b. Percentage of organic content by oven-dried weight.
c. Nutrient levels by parts per million, including phosphorus, potassium magnesium, manganese, iron, zinc, and calcium. Nutrient test shall include the testing laboratory recommendations for supplemental additions to the soil based on the requirements of horticultural plants.
d. Soluble salt by electrical conductivity of a 1:2, soil: water, sample measured in millimho per cm.
e. Cation exchange capacity (CEC).
E. Material Testing: Submit the manufacturers particle size analysis, and the pH analysis and provide a description and source location for the content material of all organic materials.
F. Maintenance Instructions: Prior to the end of maintenance period, Landscape Contractor shall furnish three copies of written maintenance instructions to the Landscape Architect for transmittal to the Owner for maintenance and care of installed plants through their full growing season.

VI. Utility Verification
A. The contractor shall contact the local utility companies for verification of the location of all underground utility lines in the area of the work. The contractor shall be responsible for all damage resulting from neglect or failure to comply with this requirement.

Part 2. Materials

I. Plants
A. Plants shall be true to species and variety specified and nursery-grown in accordance with good horticultural practices under climatic conditions similar to those in the locality of the project for at least two years. They shall have been freshly dug.
1. All plant names and descriptions shall be as defined in Hortus Third.
2. All plants shall be grown and harvested in accordance with the American Standard for Nursery Stock and Florida Department of Agriculture Grades and Standards for Nursery Plants.
3. Unless approved by the landscape architect, plants shall have been grown at a latitude not more than 325 km (200 miles) north or south of the latitude of the project unless the provenance of the plant can be documented to be compatible with the latitude and cold hardiness zone of the planting location.
B. Unless specifically noted, all plants shall be exceptionally heavy, symmetrical, and so trained or favored in development and appearance as to be unquestionably and outstandingly superior in form, compactness, and symmetry. They shall be sound, healthy, vigorous, well branched, and densely foliated when in leaf; free of disease and insects, eggs, or larvae; and shall have healthy, well-developed root systems. They shall be free from physical damage or other conditions that would prevent vigorous growth.
1. Trees with multiple leaders, unless specified, will be rejected. Trees with a damaged or crooked leader, bark abrasions, sunscald, disfiguring knots, insect damage, or cuts of limbs over 20 mm (3/4 in.) in diameter that are not completely closed will be rejected.
C. Plants shall conform to the measurements specified, except that plants larger than those specified may be used if approved by the landscape architect. Use of larger plants shall not increase the contract price. If larger plants are approved, the root ball shall be increased in proportion to the size of the plant.
1. Caliper measurements shall be taken on the trunk 150 mm (6 in.) above the natural ground line for trees up to and including 100 mm (4 in.) in caliper, and 300 mm (12 in.) above the natural ground line for trees over 100 mm (4 in.) in caliper. Height and spread dimensions specified refer to the main body of the plant and not from branch tip to branch tip. Plants shall be measured when branches are in their normal position. If a range of sizes is given, no plant shall be less than the minimum size, and no less than 50 percent of the plants shall be as large as the maximum size specified. Measurements specified are minimum sizes acceptable after pruning, where pruning is required. Plants that meet measurements but do not possess a standard relationship between height and spread, according to the Florida Department of Agriculture Grades and Standards for Nursery Plants, shall be rejected.
D. Substitutions of plant materials will not be permitted unless authorized in writing by the landscape architect. If proof is submitted in writing that a plant specified is not obtainable, consideration will be given to the nearest available size or similar variety, with a corresponding adjustment of the contract price.
E. The plant schedule provided at the end of this section, or on the drawing, is for the contractor's information only, and no guarantee is expressed or implied that quantities therein are correct or that the list is complete. The contractor shall ensure that all plant materials shown on the drawings are included in his or her bid.
F. All plants shall be labeled by plant name. Labels shall be attached securely to all plants, bundles, and containers of plant materials when delivered. Plant labels shall be durable and legible, with information given in weather-resistant ink or embossed process lettering.
G. Selection and Tagging
1. Plants shall be subject to inspection for conformity to specification requirements and approval by the landscape architect at their place of growth and upon delivery. Such approval shall not impair the right of inspection and rejection during progress of the work.
2. A written request for the inspection of plant material at their place of growth shall be submitted to the landscape architect at least ten calendar days prior to digging. This request shall state the place of growth and the quantity of plants to be inspected. The landscape architect may refuse inspection at this time if, in his or her judgment, sufficient quantities of plants are not available for inspection or landscape architect deems inspection is not required.
3. All field grown deciduous trees shall be marked to indicate the trees north orientation in the nursery. Place a 1-in. diameter spot of white paint onto the north side of the tree trunk within the bottom 12 inches of the trunk.
H. Anti-Desiccants
1. Anti-desiccants, if specified, are to be applied to plants in full leaf immediately before digging or as required by the landscape architect. Anti-desiccants are to be sprayed so that all leaves and branches are covered with a continuous protective film.
I. Balled and Burlapped (B&B) Plant Materials
1. Trees designated B&B shall be properly dug with firm, natural balls of soil retaining as many fibrous roots as possible, in sizes and shapes as specified in the Florida Department of Agriculture Grades and Standards for Nursery Plants. Balls shall be firmly wrapped with synthetic, natural, or treated burlap, and/or wire. All synthetic fabric should be removed from the rootball prior to planting. True biodegradable burlap can be left around the root ball. The root collar shall be apparent at surface of ball. Trees with loose, broken, processed, or manufactured root balls will not be accepted, except with special written approval before planting.
J. Container Plants
1. Plants grown in containers shall be of appropriate size for the container as specified in the most recent edition of the Florida Department of Agriculture Grades and Standards for Nursery Plants and be free of circling roots on the exterior and interior of the root ball.
2. Container plants shall have been grown in the container long enough to have established roots throughout the growing medium.
K. Bareroot and Collected Plants
1. Plants designated as bareroot or collected plants shall conform to the American Standard for Nursery Stock.
2. Bareroot material shall not be dug or installed after bud break or before dormancy.
3. Collected plant material that has not been taken from active nursery operations shall be dug with a root ball spread at least 1/3 greater than nursery grown plants. When specified or approved, shall be in good health, free from disease, insect or weed infestation and shall not be planted before inspection and acceptance at the site. Testing may be required at the discretion of the Landscape Architect and/or the Owner and shall be provided at no additional cost.
L. Specimen Material: Plant material specified as specimens are to be approved by the Landscape Architect before being brought to the site. Unless otherwise noted on the drawings, these plants shall be Florida Fancy.
M. Palms
1. Coconut Palms shall be grown from a certified seed.
2. All palm species except Sabal palmetto shall have roots adequately wrapped before transporting.
3. Sabal palms shall have a hurricane cut. Sabal palms shall be installed on site at the earliest opportunity in the construction process. All Sabal palms shall be from Palm Beach County or other sandy soils. All Sabal palms shall be Florida Fancy.
4. For booted trunk palms, trunks shall have clean intact boots firmly attached to the palm trunk. For slick trunk palms, trunk shall be clear and free from defect and scars.
5. The Contractor shall treat all palms as required to prevent infestation by the palmetto weevil.
N. Sod
1. Sod shall be graded #1 or better. Sod shall be loam or muck grown with a firm, full texture and good root development. Sod shall be thick, healthy and free from defects and debris including but not limited to dead thatch, insects, fungus, diseases and contamination by weeds, other grass varieties or objectionable plant material.
2. Sod shall be sufficiently thick to insure a dense stand of live grass. Sod shall be live, fresh, and uninjured at the time of planting. Plant sod within 48 hours after harvesting.
3. Sod area shall be all areas not otherwise identified and shall include the area beyond the property line to the edge of pavement and/or edge of water.
O. Immediately after harvesting plants, protect from drying and damage until shipped and delivered to the planting site. Rootballs shall be checked regularly and watered sufficiently to maintain root viability.
P. Transportation and Storage of Plant Material
1. Branches shall be tied with rope or twine only, and in such a manner that no damage will occur to the bark or branches.
2. During transportation of plant material, the contractor shall exercise care to prevent injury and drying out of the trees. Should the roots be dried out, large branches broken, balls of earth broken or loosened, or areas of bark torn, the landscape architect may reject the injured tree(s) and order them replaced at no additional cost to the owner. All loads of plants shall be covered at all times with tarpaulin or canvas. Loads that are not protected will be rejected.
3. All bareroot stock sent from the storage facility shall be adequately covered with wet soil, sawdust, woodchips, moss, peat, straw, hay, or other acceptable moisture-holding medium, and shall be covered with a tarpaulin or canvas. Loads that are not protected in the above manner may be rejected.
4. Plants must be protected at all times from sun or drying winds. Those that cannot be planted immediately on delivery shall be kept in the shade, well protected with soil, wet mulch, or other acceptable material, and kept well watered. Plants shall not remain unplanted any longer than three days after delivery. Plants shall not be bound with wire or rope at any time so as to damage the bark or break branches. Plants shall be lifted and handled with suitable support of the soil ball to avoid damaging it.
Q. Mechanized Tree Spade Requirements
Trees may be moved and planted with an approved mechanical tree spade. The tree spade shall move trees limited to the maximum size allowed for a similar B&B root-ball diameter according to the American Standard for Nursery Stock or the manufacturer's maximum size recommendation for the tree spade being used, whichever is smaller. The machine shall be approved by the landscape architect prior to use. Trees shall be planted at the designated locations in the manner shown in the plans and in accordance with applicable sections of the specifications.

II Materials for Planting
A. Mulch: Except as otherwise specified, mulch shall be shredded Melaleuca mulch - grade "A". All Melaleuca mulch shall be made entirely from the wood and bark of the
Melaleuca quinquinerva tree. It shall not contain more than 10% bark (by volume). Shreds and chips shall not be larger the ¾" diameter and 1½" in length. Mulch shall
be free of weeds, seeds, and any other organic or inorganic material other than Melaleuca wood and bark. It shall not contain stones or other foreign material that will prevent its eventual decay. This shall be applied to all planted areas where indicated so that, after installation, the mulch thickness will not be less than 3". Submit sample for approval.
B. Peat: Shall be horticultural peat composed of not less than 60% decomposed organic matter by weight, on an oven dried basis. Peat shall be delivered to the site in a
workable condition free from lumps.
C. Gravel Mulch: Use only where specifically indicated on the plans of the size and type shown. Unless otherwise specified it shall be water-worn, hard durable gravel, washed free of loam, sand, clay and other foreign substances. It shall be a minimum of 3" deep and shall be contained with edging or other approved gravel stop as indicated on the plans. It shall be a maximum of 1 1/2", a minimum of 3/4" and of a readily-available natural gravel color range. Provide geotextile filter fabric below aggregate rock.
Submit sample for approval.
D. Root Barrier: Where specified, root barriers shall be installed on all tree and palm material in accordance with the root barrier detail provided within the plan drawings. Root barriers shall comply with all requirements of the municipality within which they are located as well as with any utility holder requirements of any affected utilities. In the event that conflicting requirements exist between the root barrier detail provided within the plan documents and the municipality/utility holder requirements, the more stringent of the requirements shall be applicable.
E. Planter Edging: Use only where specifically indicated on plans. Edging shall be the color black.
F. Anti-desiccant: shall be an emulsion specifically manufactured for agricultural use, which provides a protective film over plant surfaces. Anti-desiccants shall be delivered in containers of the manufacturer and shall be mixed according to the manufacturer's directions. Submit manufacturer literature for approval.

III. Materials for Soil Amendment
A. Pine Bark: Horticultural-grade milled pine bark, with 80 percent of the material by volume sized between 0.1 and 15.0 mm.
1. Pine bark shall be aged sufficiently to break down all woody material. Pine bark shall be screened.
2. pH shall range between 4 and 7.0.
3. Submit manufacturer literature for approval.
B. Organic Matter: Leaf matter and yard waste composted sufficiently to break down all woody fibers, seeds, and leaf structures, and free of toxic and nonorganic matter. Organic matter shall be commercially prepared compost. Submit 0.5 kg (1 lb) sample and suppliers literature for approval.
C. Course Sand: Course concrete sand, ASTM C-33 Fine Aggregate, with a Fines Modulus Index of 2.75 or greater.
1. Sands shall be clean, sharp, natural sands free of limestone, shale and slate particles.
2. Provide the following particle size distribution:

Sieve	Percentage Passing
3/8 in (9.5 mm)	100
No. 4 (4.75 mm)	95-100
No. 8 (2.36 mm)	80-100
No. 16 (1.18 mm)	50-85
No. 30 (0.60 mm)	25-60
No. 50 (0.30 mm)	10-30
No. 100 (0.15 mm)	2-10

D. Lime: shall be ground, palletized, or pulverized lime manufactured to meet agricultural standards and contain a maximum of 60 percent oxide (i.e. calcium oxide plus magnesium oxide). Submit manufacturer literature for approval.
E. Sulfur: shall be flowers of sulfur, pelletized or granular sulfur, or iron sulfate. Submit manufacturer literature for approval.
F. Fertilizer: Agricultural fertilizer of a formula indicated by the soil test. Fertilizers shall be organic, slow-release compositions whenever applicable. Submit manufacturer literature for approval.

IV. Planting Mix
A. Planting Mix
1. Planting Mix for Trees, Shrubs, Groundcovers and vines: Check with landscape architect for appropriate mixture.
2. Planting Mix for Palms: Mixture of course sand and peat mixed to the following proportion:

Component	Percent by Volume
Coarse Sand	75%
Peat	25%

B. Planting mix shall be thoroughly mixed, screened, and shredded.
C. Prior to beginning the mixing process, submit a 1-kg (2-lb) sample of the proposed mix with soil test results that indicate the mix ratio and the results achieved.
D. During the mixing process but prior to installing the mix, submit a 1-kg (2-lb) sample for each 200 cubic meters (250 cubic yards) of planting mix, taken randomly from the finished soil mix, with soil test results for approval. In the event that the test results do not meet the required particle size distribution, remix and resubmit a revised planting mix.
E. Make all amendments of lime/sulfur and fertilizer indicated by the soil test results at the time of mixing.
F. All mixing shall take place in the contractors yard, using commercial mixing equipment sufficient to thoroughly mix all components uniformly
G. Protect the planting mix from erosion prior to installation.

Part 3. Execution

I. Excavation of Planted Areas
A. Locations for plants and/or outlines of areas to be planted are to be staked out at the site. Locate and mark all subsurface utility lines. Approval of the stakeout by the landscape architect is required before excavation begins.
B. Tree, shrub, and groundcover beds are to be excavated to the depth and widths indicated on the landscape plan detail drawings. If the planting area under any tree is initially dug too deep, the soil added to bring it up to the correct level should be thoroughly tamped.
1. The sides of the excavation of all planting areas shall be sloped at a 45 degrees. The bottom of all beds shall slope parallel to the proposed grades or toward any subsurface drain lines within the planting bed. The bottom of the planting bed directly under any tree shall be horizontal such that the tree sits plumb.
2. Maintain all required angles of repose of the adjacent materials as shown on the drawings. Do not excavate compacted subgrades of adjacent pavement or structures.
3. Subgrade soils shall be separated from the topsoil, removed from the area, and not used as backfill in any planted or lawn area. Excavations shall not be left uncovered or unprotected overnight.
C. For trees and shrubs planted in individual holes in areas of good soil that is to remain in place and/or to receive amendment in the top 150-mm (6 in.) layer, excavate the
hole to the depth of the root ball and to widths shown on the drawing. Slope the sides of the excavation at a 45 degree angle up and away from the bottom of the excavation.
1. In areas of slowly draining soils, the root ball may be set up to 75 mm (3 in.) or 1/8 of the depth of the root ball above the adjacent soil level.
2. Save the existing soil to be used as backfill around the tree.
3. On steep slopes, the depth of the excavation shall be measured at the center of the hole and the excavation dug as shown on the drawings.
D. Detrimental soil conditions: The landscape architect is to be notified, in writing, of soil conditions encountered, including poor drainage, that the contractor considers detrimental to the growth of plant material. When detrimental conditions are uncovered, planting shall be discontinued until instructions to resolve the conditions are received from the landscape architect.
E. Obstructions: If rock, underground construction work, utilities, tree roots, or other obstructions are encountered in the excavation of planting areas, alternate locations for
any planting shall be determined by the landscape architect.

II. Installation of Planting Mix
A. Prior to the installation of the planting mix, install subsurface drains, irrigation main lines, lateral lines, and irrigation risers shown on the drawings.
B. The landscape architect shall review the preparation of subgrades prior to the installation of planting mix.
C. Do not proceed with the installation of planting mix until all utility work in the area has been installed.
D. Protect adjacent walls, walks, and utilities from damage or staining by the soil. Use 12-mm (1/2 in.) plywood and/or plastic sheeting as directed to cover existing concrete,
metal, masonry work, and other items as directed during the progress of the work.
1. Clean up any soil or dirt spilled on any paved surface at the end of each working day.
2. Any damage to the paving or architectural work caused by the soils installation contractor shall be repaired by the general contractor at the soils installation contractors expense.
E. Till the subsoil into the bottom layer of topsoil or planting mix.
1. Loosen the soil of the subgrade to a depth of 50 to 75 mm (2 to 3 in.) with a rotoriller or other suitable device.
2. Spread a layer of the specified topsoil or planting mix 50 mm (2 in.) deep over the subgrade. Thoroughly till the planting mix and the subgrade together.
3. Immediately install the remaining topsoil or planting mix in accordance with the following specifications. Protect the tilled area from traffic. DO NOT allow the tilled subgrade to become compacted.
4. In the event that the tilled area becomes compacted, till the area again prior to installing the planting mix.
F. Install the remaining topsoil or planting mix in 200- to 250-mm (8- to 10-in.) lifts to the depths and shown on the drawing details. The depths and grades shown on the drawings are the final grades after soil settlement and shrinkage of the organic material. The contractor shall install the soil at a higher level to anticipate this reduction of soil volume, depending on predicted settling properties for each type of soil.
1. Phase the installation of the soil such that equipment does not have to travel over already-installed topsoil or planting mixes.
2. Compact each lift sufficiently to reduce settling but not enough to prevent the movement of water and feeder roots through the soil. The soil in each lift should feel firm to the foot in all areas and make only slight heel prints. Overcompaction shall be determined by the following field percolation test.
a. Dig a hole 250 mm (10 in.) in diameter and 250 mm (10 in.) deep.
b. Fill the hole with water and let it drain completely. Immediately refill the hole with water, and measure the rate of fall in the water level.
c. In the event that the water drains at a rate less than 25 mm (1 in.) per hour, till the soil to a depth required to break the overcompaction.
d. The landscape architect shall determine the need for, and the number and location of percolation tests based on observed field conditions of the soil.
3. Maintain moisture conditions within the soils during installation to allow for satisfactory compaction. Suspend installation operations if the soil becomes wet. Do not place soils on wet subgrade.
4. Provide adequate equipment to achieve consistent and uniform compaction of the soils. Use the smallest equipment that can reasonably perform the task of spreading and compaction.
5. Add lime, sulfur, fertilizer, and other amendments during soil installation. Spread the amendments over the top layer of soil and till into the top 100 mm (4 in.) of soil. Soil amendments may be added at the same time that organic matter, when required, is added to the top layer of soil.
6. Protect soil from overcompaction after placement. An area that becomes overcompacted shall be tilled to a depth of 125 mm (6 in.). Uneven or settled areas shall be filled and regraded.

III. Fine Grading
A. It shall be the responsibility of the Contractor to finish grade (min. 6" below adjacent F.F.E.). Finish grades in planting areas shall be one inch lower than adjacent paving and are to include 3" of mulching. New earthwork shall blend smoothly into the existing earthwork, and grades shall pitch evenly between spot grades. All planted areas must pitch to drain at a minimum of 1/4" per foot. Any discrepancies not allowing this to occur shall be reported to the Landscape Architect prior to continuing work.
B. Fill all dips and remove any bumps in the overall plane of the slope.
1. The tolerance for dips and bumps in lawn areas shall be a 12-mm (1/2 in.) deviation from the plane in 3,000 mm (10 ft).
2. The tolerance for dips and bumps in shrub planting areas shall be a 25-mm (1 in.) deviation from the plane in 3,000 mm (10 ft).
3. All fine grading shall be inspected and approved by the landscape architect prior to planting, mulching, sodding, or seeding.
C. Berming shall not be placed within 10' of any existing tree nor will it be allowed to encroach upon any utility, drainage, or maintenance easement. Berming shall not impede or obstruct any necessary swales needed to drain other areas for the property.

IV. Planting Operations
A. Plants shall be set on flat-tamped or unexcavated pads at the same relationship to finished grade as they were to the ground from which they were dug, unless otherwise noted on the drawings. Plants must be set plumb and braced in position until topsoil or planting mix has been placed and tamped around the base of the root ball. Improper compacting of the soil around the root ball may result in the tree settling or leaning. Plants shall be set so that they will be at the same depth and so that the root ball does not shift or move laterally one year later.
1. Determine the elevation of the root flare and ensure that it is planted at grade. This may require that the tree be set higher than the grade in the nursery.
2. If the root flare is less than 50 mm (2 in.) below the soil level of the root ball, plant the tree the appropriate level above the grade to set the flare even with the grade. If the flare is more than 50 mm (2 in) at the center of the root ball the tree shall be rejected.
B. Lift plants only from the bottom of the root balls or with belts or lifting harnesses of sufficient width not to damage the root balls. Do not lift trees by their trunk or use the trunk as a lever in positioning or moving the tree in the planting area.
C. Remove plastic, paper, or fiber pots from containerized plant material. Pull roots out of the root mat. Loosen the potting medium and shake away from the root mat. Immediately after removing the container, install the plant such that the roots do not dry out. Pack planting mix around the exposed roots while planting.
D. The roots of bare-root trees shall be pruned at the time of planting to remove damaged or undesirable roots (those likely to become a detriment to future growth of the root system). Bare-root trees shall have the roots spread to approximate the natural position of the roots and shall be centered in the planting pit. The planting-soil backfill shall be worked firmly into and around the roots, with care taken to fill in completely with no air pockets.
E. Cut ropes or strings from the top of shrub root balls and trees smaller than 3 in. caliper after plant has been set. Remove burlap or cloth wrapping and any wire baskets from around top half of balls. Do not turn under and bury portions of burlap at top of ball.
1. Do not immediately remove the ropes and burlap from trees larger than 3 in. caliper. Return to each tree three months after planting and cut all ropes around the trunks and tops of the root balls of these trees.
2. Completely remove any waterproof or water-repellant strings or wrappings from the root ball and trunk before backfilling.
F. Set balled and burlapped trees in the hole with the north marker facing north unless otherwise approved by the landscape architect.
G. Place native soil, topsoil, or planting mix into the area around the tree, tamping lightly to reduce settlement.
1. For plants planted in individual holes in existing soil, add any required soil amendments to the soils, as the material is being backfilled around the plant. Ensure that the amendments are thoroughly mixed into the backfill.
2. For plants planted in large beds of prepared soil, add soil amendments during the soil installation process.
3. Ensure that the backfill immediately around the base of the root ball is tamped with foot pressure sufficient to prevent the root ball from shifting or leaning.
H. Solid sod shall be laid with closely abutting joints with a tamped or rolled, even surface. Stagger strips to offset joints in adjacent courses. Bring the sod edge in a neat, clean manner to the edge of all paving and shrub areas. Sod along slopes shall be pegged to hold sod in place along slopes or banks a wood peg acceptable to the Landscape Architect shall be used at no additional cost to the Owner. If, in the opinion of the Landscape Architect, top-dressing is necessary after rolling, clean sand will be evenly applied over the entire surface and thoroughly washed in without additional charge.
I. Thoroughly water all plants immediately after planting. Apply water by hose directly to the root ball and the adjacent soil.
J. Remove all tags, labels, strings, etc. from all plants.
K. Remove any excess soil, debris, and planting material from the job site at the end of each workday.
L. Form watering saucers 100 mm (4 in.) high immediately outside the area of the root ball of each tree as indicated on the drawings.

V. Relocation of Existing Material:
A. Landscape Contractor shall root prune trees which are to be relocated in accordance with approved horticultural practices and the following procedures.
1. Select a healthy tree
2. Selectively trim the canopy removing dead limbs, cross branching over crowned areas, and lower undesirable limbs. Fertilize and water trees before pruning.
3. Root prune 50% of the root system approximately 18"-2' deep (depending upon species and size). This is done by hand with sharp hand tools or a root pruning saw. The diameter of the root ball to be pruned is 8-12 inches per every one inch of diameter at breast height of the tree.
4. Back fill the existing soil with peat moss to stimulate new root growth of the pruned roots.
5. Water in thoroughly and treat with a mycorrhizae and a low nitrogen fertilizer (so not to burn the pruned roots). Brace trees if deemed necessary.
6. The root pruned tree should be watered every day (especially during warm months of the season), the equivalent of 5 gallons for every DBH of tree per day.
7. Root pruned trees should be let to stand for a minimum of 6 weeks for trees less than 8" DBH and as long as 3 months for larger specimens prior to transplanting.
8. For best results and survivorship, new root growth should be evident on root pruned trees prior to transplanting.
9. Upon transplanting, water should be applied every day as outlined in step 6 for at least one year.

VI. Staking and Guying
A. The Contractor shall stake all trees and palms in accordance with the tree and palm staking details provided within the plan drawings. Alternate methods of guying or staking may be employed with the prior approval of the Landscape Architect.
B. The Contractor shall be responsible for the replacement or adjustment of all trees, palms or shrubs that fall or lean during the guarantee period. The Contractor shall be responsible for any damage caused by the falling or leaning of trees.
C. Stakes and guys shall be installed immediately upon approval or planting, and shall be removed in accordance with the staking details provide within the plan drawings. Any tree that is not stable at the end of the warranty period shall be rejected.

VII. Pruning
A. Plants shall not be heavily pruned at the time of planting. Pruning is required at planting time to correct defects in the tree structure, including removal of injured branches, waterspouts, suckers, and interfering branches. Healthy lower branches and interior small twigs should not be removed except as necessary to clear walks and roads. In no case should more than one-quarter of the branching structure be removed. Retain the normal or natural shape of the plant.
B. All pruning shall be completed using clean, sharp tools. All cuts shall be clean and smooth, with the bark intact with no rough edges or tears.
C. Pruning of large trees shall be done from a hydraulic man-lift such that it is not necessary to climb the tree.

VIII. Mulching
A. All trees, palms, shrubs, and other plantings will be mulched with mulch previously approved by the landscape architect. The mulch shall be a minimum 3" thick layer over all tree, shrub and ground cover planting areas, unless otherwise specified. All mulch layers shall be of the specified thickness at the time of the final acceptance of the work. Mulch must not be placed within 3 inches of the trunks of trees, palms or shrubs.
B. Place mulch at least 3" in depth in a circle around all trees located in lawn areas. The diameter of the circle shall be 18" in diameter larger than the ball of the plant provided. Mulch must not be placed within 3 inches of the trunks of trees, palms or shrubs.

IX. Maintenance of Trees, Shrubs, and Vines
A. Maintenance shall begin immediately after each plant is planted and continue until its acceptance has been confirmed by the landscape architect.
B. Maintenance shall consist of pruning, watering, cultivating, weeding, mulching, fertilizing, tightening and repairing guys and stakes, resetting plants to proper grades or upright position, restoring of the planting saucer, and furnishing and applying such sprays or other materials as necessary to keep plantings free of insects and diseases and in vigorous condition.
C. Planting areas and plants shall be protected at all times against trespassing and damage of all kinds for the duration of the maintenance period. If a plant becomes damaged or injured, it shall be treated or replaced as directed by the landscape architect at no additional cost.
D. Watering: Contractor shall irrigate as required to maintain vigorous and healthy tree growth. Overwatering or flooding shall not be allowed. The contractor shall monitor, adjust, and use existing irrigation facilities, if available, and furnish any additional material, equipment, or water to ensure adequate irrigation. Root balls of all trees and large shrubs shall be spot watered using handheld hoses during the first four months after planting, as required to ensure adequate water within the root ball.
E. During periods of restricted water usage, all governmental regulations (permanent and temporary) shall be followed. The contractor may have to transport water from ponds or other sources, at no additional expense to the owner when irrigation systems are unavailable.
F. Remove soil ridges from around watering basins prior to end of maintenance period, as directed by Landscape Architect

X. Acceptance
A. The landscape architect shall inspect all work for acceptance upon written request of the contractor. The request shall be received at least ten calendar days before the anticipated date of inspection.
B. Acceptance of plant material shall be for general conformance to specified size, character, and quality and shall not relieve the contractor of responsibility for full conformance to the contract documents, including correct species.
C. Upon completion and re-inspection of all repairs or renewals necessary in the judgment of the landscape architect, the landscape architect shall certify in writing that the work has been accepted.

XI. Acceptance in Part
A. Work may be accepted in parts when the landscape architect and contractor deem that practice to be in their mutual interest. Approval must be given in writing by the landscape architect to the contractor verifying that the work is to be completed in parts. Acceptance of work in parts shall not waive any other provision of this contract.

XII. Guarantee Period and Replacements
A. The guarantee period for trees and shrubs shall begin at the date of acceptance.
B. The contractor shall guarantee all plant material to be in healthy and flourishing condition for a period of one year from the date of acceptance.
C. When work is accepted in parts, the guarantee periods extend from each of the partial acceptances to the terminal date of the guarantee of the last acceptance. Thus, all guarantee periods terminate at one time.
D. The contractor shall replace, without cost, as soon as weather conditions permit, and within a specified planting period, all plants determined by the landscape architect to be dead or in an unacceptable condition during and at the end of the guarantee period. To be considered acceptable, plants shall be free of dead or dying branches and branch tips and shall bear foliage of normal density, size, and color. Replacements shall closely match adjacent specimens of the same species. Replacements shall be subject to all requirements stated in this specification.
E. The guarantee of all replacement plants shall extend for an additional period of one year from the date of their acceptance after replacement. In the event that a replacement plant is not acceptable during or at the end of said extended guarantee period, the landscape architect may elect subsequent replacement or credit for that item.
F. At the end of the guarantee, the contractor shall reset grades that have settled below the proposed grades on the drawings.
G. The contractor shall make periodic inspections, at no extra cost, during the guarantee period to determine what changes, if any, should be made in the maintenance program. If changes are recommended, they shall be submitted in writing to the landscape architect. Claims by the contractor that the owners maintenance practices or lack of maintenance resulted in dead or dying plants will not be considered if such claims have not been documented by the contractor during the guarantee period.

XIII. Final Inspection and Final Acceptance
At the end of the guarantee period and upon written request of the contractor, the landscape architect will inspect all guaranteed work for final acceptance. The request shall be received at least ten calendar days before the anticipated date for final inspection. Upon completion and re-inspection of all repairs or renewals necessary in the judgment of the landscape architect at that time, the landscape architect shall certify, in writing, that the project has received final acceptance.

NOT AUTHORIZED FOR CONSTRUCTION PRIOR TO FORMAL CITY APPROVAL

CERT NO: 6991

WGI
WGInc.com
2035 VISTA PARKWAY, WEST PALM BEACH, FLORIDA 33411
561.687.2220

LANDSCAPE ARCHITECT OF RECORD
SIYANG WEN, PLA
FL# LA6667556

NOT AUTHORIZED FOR CONSTRUCTION PRIOR TO FORMAL CITY APPROVAL
INITIAL SUBMITTAL
FEBRUARY 21, 2025

SUNRISE VILLAGE
CITY OF FORT PIERCE, ST. LUICE COUNTY, FL

LANDSCAPE SPECIFICATIONS

SHEET
LP-4.01

PROJECT# 11038.00



Tag #	Common Name	Scientific Name	DBH (inches)	Mitigation	Credit	Disposition	Notes
1	Sabal Palm	*Sabal palmetto*	12'			Relocate	Used for Landscape Plan
2	Sabal Palm	*Sabal palmetto*	11'			Relocate	Used for Landscape Plan
3	Sabal Palm	*Sabal palmetto*	11'			Relocate	Used for Landscape Plan
4	Sabal Palm	*Sabal palmetto*	11'			Relocate	Used for Landscape Plan
5	Sabal Palm	*Sabal palmetto*	11'			Relocate	Used for Landscape Plan
6	Sabal Palm	*Sabal palmetto*	10'			Relocate	Used for Landscape Plan
7	Laurel Oak	*Quercus laurifolia*	14	28		Remove	
8	Sabal Palm	*Sabal palmetto*	12'			Relocate	Used for Landscape Plan
9	Sabal Palm	*Sabal palmetto*	10'			Relocate	Used for Landscape Plan
10	Sabal Palm	*Sabal palmetto*	13'			Relocate	Used for Landscape Plan
11	Sabal Palm	*Sabal palmetto*	15'			Relocate	Used for Landscape Plan
12	Sabal Palm	*Sabal palmetto*	11'			Relocate	Used for Landscape Plan
13	Sabal Palm	*Sabal palmetto*	10'			Relocate	Used for Landscape Plan
14	Sabal Palm	*Sabal palmetto*	10'			Relocate	Used for Landscape Plan
15	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
16	Sabal Palm	*Sabal palmetto*	13'			Relocate	Used for Landscape Plan
17	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
18	Laurel Oak	*Quercus laurifolia*	13	26		Remove	
19	Sabal Palm	*Sabal palmetto*	15'			Relocate	Used for Landscape Plan
20	Sabal Palm	*Sabal palmetto*	13'			Relocate	Used for Landscape Plan
21	Sabal Palm	*Sabal palmetto*	16'			Relocate	Used for Landscape Plan
22	Sabal Palm	*Sabal palmetto*	15'			Relocate	Used for Landscape Plan
23	Sabal Palm	*Sabal palmetto*	13'			Relocate	Used for Landscape Plan
24	Sabal Palm	*Sabal palmetto*	15'			Relocate	Used for Landscape Plan
25	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
26	Sabal Palm	*Sabal palmetto*	13'			Relocate	Used for Landscape Plan
27	Sabal Palm	*Sabal palmetto*	13'			Relocate	Used for Landscape Plan
28	Sabal Palm	*Sabal palmetto*	12'			Relocate	Used for Landscape Plan
29	Sabal Palm	*Sabal palmetto*	15'			Relocate	Used for Landscape Plan
30	Sabal Palm	*Sabal palmetto*	12'			Relocate	Used for Landscape Plan
31	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
32	Sabal Palm	*Sabal palmetto*	13'			Relocate	Used for Landscape Plan
33	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
34	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
35	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
36	Sabal Palm	*Sabal palmetto*	16'			Relocate	Used for Landscape Plan
37	Sabal Palm	*Sabal palmetto*	10'			Relocate	Used for Landscape Plan
38	Sabal Palm	*Sabal palmetto*	13'			Relocate	Used for Landscape Plan
39	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
40	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
41	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
42	Sabal Palm	*Sabal palmetto*	15'			Relocate	Used for Landscape Plan
43	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
44	Sabal Palm	*Sabal palmetto*	13'			Relocate	Used for Landscape Plan
45	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
46	Sabal Palm	*Sabal palmetto*	15'			Relocate	Used for Landscape Plan
47	Sabal Palm	*Sabal palmetto*	13'			Relocate	Used for Landscape Plan
48	Sabal Palm	*Sabal palmetto*	13'			Relocate	Used for Landscape Plan
49	Sabal Palm	*Sabal palmetto*	16'			Relocate	Used for Landscape Plan
50	Sabal Palm	*Sabal palmetto*	12'			Relocate	Used for Landscape Plan
51	Sabal Palm	*Sabal palmetto*	12'			Relocate	Used for Landscape Plan
52	Sabal Palm	*Sabal palmetto*	10'			Relocate	Used for Landscape Plan
53	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
54	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
55	Sabal Palm	*Sabal palmetto*	15'			Relocate	Used for Landscape Plan
56	Sabal Palm	*Sabal palmetto*	13'			Relocate	Used for Landscape Plan
57	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
58	Sabal Palm	*Sabal palmetto*	16'			Relocate	Used for Landscape Plan
59	Sabal Palm	*Sabal palmetto*	16'			Relocate	Used for Landscape Plan
60	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
61	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
62	Sabal Palm	*Sabal palmetto*	13'			Relocate	Used for Landscape Plan
63	Sabal Palm	*Sabal palmetto*	11'			Relocate	Used for Landscape Plan
64	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
65	Sabal Palm	*Sabal palmetto*	12'			Relocate	Used for Landscape Plan
66	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
67	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
68	Sabal Palm	*Sabal palmetto*	15'	1		Remove	
69	Sabal Palm	*Sabal palmetto*	14'	1		Remove	
70	Sabal Palm	*Sabal palmetto*	16'	1		Remove	
71	Sabal Palm	*Sabal palmetto*	16'	1		Remove	
72	Sabal Palm	*Sabal palmetto*	15'	1		Remove	
73	Sabal Palm	*Sabal palmetto*	15'	1		Remove	
74	Sabal Palm	*Sabal palmetto*	10'	1		Remove	
75	Sabal Palm	*Sabal palmetto*	11'	1		Remove	
76	Sabal Palm	*Sabal palmetto*	12'	1		Remove	
77	Sabal Palm	*Sabal palmetto*	14'	1		Remove	
78	Sabal Palm	*Sabal palmetto*	13'	1		Remove	
79	Sabal Palm	*Sabal palmetto*	10'	1		Remove	
80	Sabal Palm	*Sabal palmetto*	13'	1		Remove	
81	Sabal Palm	*Sabal palmetto*	14'	1		Remove	
82	Sabal Palm	*Sabal palmetto*	15'	1		Remove	
83	Sabal Palm	*Sabal palmetto*	15'	1		Remove	
84	Sabal Palm	*Sabal palmetto*	14'	1		Remove	
85	Sabal Palm	*Sabal palmetto*	13'	1		Remove	
86	Strangler Fig	*Ficus aurea*	32	64		Remove	Strangler wrapped around sabal
87	Sabal Palm	*Sabal palmetto*	11'	1		Remove	
88	Sabal Palm	*Sabal palmetto*	11'	1		Remove	
89	Strangler Fig	*Ficus aurea*	35	70		Remove	Wrapped around a sabal palm
90	Sabal Palm	*Sabal palmetto*	13'	1		Remove	

BY | REVISION | NO. | DATE

CERT NO: 6091
WGI.
2035 VISTA PARKWAY, WEST PALM BEACH, FLORIDA 33411
561.687.2220

SUNRISE VILLAGE
3000 OKEECHOBEE RD
FORT PIERCE, FLORIDA

TREE INVENTORY PLAN

SHEET
TI.01
01 OF 02
PROJECT # 11038.00

Tag #	Common Name	Scientific Name	DBH (inches)	Mitigation	Credit	Disposition	Notes
91	Sabal Palm	*Sabal palmetto*	10'			Relocate	Used for Landscape Plan
92	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
93	Sabal Palm	*Sabal palmetto*	11'			Relocate	Used for Landscape Plan
94	Sabal Palm	*Sabal palmetto*	14'	1		Remove	
95	Sabal Palm	*Sabal palmetto*	11'	1		Remove	Covered in strangler fig
96	Sabal Palm	*Sabal palmetto*	11'	1		Remove	
97	Sabal Palm	*Sabal palmetto*	12'	1		Remove	
98	Sabal Palm	*Sabal palmetto*	13'	1		Remove	
99	Sabal Palm	*Sabal palmetto*	12'	1		Remove	
100	Sabal Palm	*Sabal palmetto*	15'	1		Remove	
101	Sabal Palm	*Sabal palmetto*	13'	1		Remove	
102	Sabal Palm	*Sabal palmetto*	14'	1		Remove	In strangler fig
103	Sabal Palm	*Sabal palmetto*	15'	1		Remove	
104	Sabal Palm	*Sabal palmetto*	11'	1		Remove	
105	Sabal Palm	*Sabal palmetto*	15'	1		Remove	
106	Sabal Palm	*Sabal palmetto*	15'	1		Remove	
107	Sabal Palm	*Sabal palmetto*	12'	N/A	N/A	N/A	Dead
108	Sabal Palm	*Sabal palmetto*	13'	1		Remove	
109	Sabal Palm	*Sabal palmetto*	13'	1		Remove	
110	Sabal Palm	*Sabal palmetto*	10'	1		Remove	
111	Washington Palm	*Washingtonia robusta*	45'	N/A		Remove	Exotic
112	Sabal Palm	*Sabal palmetto*	10'	1		Remove	
113	Sabal Palm	*Sabal palmetto*	14'	1		Remove	
114	Sabal Palm	*Sabal palmetto*	13'	1		Remove	
115	Sabal Palm	*Sabal palmetto*	14'	1		Remove	
116	Sabal Palm	*Sabal palmetto*	14'			Preserve	Used for Landscape Plan
117	Sabal Palm	*Sabal palmetto*	11'			Preserve	Used for Landscape Plan
118	Sabal Palm	*Sabal palmetto*	11'	1		Remove	
119	Sabal Palm	*Sabal palmetto*	16'			Relocate	Used for Landscape Plan
120	Sabal Palm	*Sabal palmetto*	14'	1		Remove	
121	Sabal Palm	*Sabal palmetto*	14'	1		Remove	
122	Sabal Palm	*Sabal palmetto*	13'			Relocate	Used for Landscape Plan
123	Sabal Palm	*Sabal palmetto*	12'			Relocate	Used for Landscape Plan
124	Sabal Palm	*Sabal palmetto*	12'			Relocate	Used for Landscape Plan
125	Sabal Palm	*Sabal palmetto*	12'	1		Remove	
126	Sabal Palm	*Sabal palmetto*	11'	1		Remove	
127	Sabal Palm	*Sabal palmetto*	12'	1		Remove	
128	Sabal Palm	*Sabal palmetto*	14'	1		Remove	
129	Sabal Palm	*Sabal palmetto*	13'			Relocate	Used for Landscape Plan
130	Sabal Palm	*Sabal palmetto*	16'	1		Remove	
131	Sabal Palm	*Sabal palmetto*	12'		1	Preserve	
132	Sabal Palm	*Sabal palmetto*	13'		1	Preserve	
133	Sabal Palm	*Sabal palmetto*	15'			Relocate	Used for Landscape Plan
134	Laurel Oak	*Quercus laurifolia*	25		50	Preserve	
135	Sabal Palm	*Sabal palmetto*	15'		1	Preserve	
136	Sabal Palm	*Sabal palmetto*	12'		1	Preserve	
137	Laurel Oak	*Quercus laurifolia*	26	52		Remove	
138	Sabal Palm	*Sabal palmetto*	14'		1	Preserve	
139	Sabal Palm	*Sabal palmetto*	15'	1		Remove	
140	Sabal Palm	*Sabal palmetto*	17'			Relocate	Used for Landscape Plan
141	Laurel Oak	*Quercus laurifolia*	28	56		Remove	Codom above dbh
142	Laurel Oak	*Quercus laurifolia*	17	34		Remove	
143	Sabal Palm	*Sabal palmetto*	17'	1		Remove	
144	Sabal Palm	*Sabal palmetto*	11'		1	Preserve	
145	Slash Pine	*Pinus elliottii*	17		34	Preserve	
146	Sabal Palm	*Sabal palmetto*	8'		1	Preserve	
147	Slash Pine	*Pinus elliottii*	14		28	Preserve	
148	Sabal Palm	*Sabal palmetto*	15'		1	Preserve	
149	Sabal Palm	*Sabal palmetto*	10'		1	Preserve	
150	Sabal Palm	*Sabal palmetto*	14'		1	Preserve	
151	Laurel Oak	*Quercus laurifolia*	32		64	Preserve	Codominant (17" and 15" leaders)
152	Sabal Palm	*Sabal palmetto*	10'			Relocate	Used for Landscape Plan
153	Sabal Palm	*Sabal palmetto*	13'	1		Remove	
154	Laurel Oak	*Quercus laurifolia*	23	46		Remove	
155	Laurel Oak	*Quercus laurifolia*	25	50		Remove	
156	Sabal Palm	*Sabal palmetto*	15'	1		Remove	
157	Sabal Palm	*Sabal palmetto*	16'	1		Remove	
158	Sabal Palm	*Sabal palmetto*	11'	1		Remove	
159	Laurel Oak	*Quercus laurifolia*	25		50	Preserve	
160	Sabal Palm	*Sabal palmetto*	18'		1	Preserve	
161	Laurel Oak	*Quercus laurifolia*	26		52	Preserve	Vine intrusion
162	Laurel Oak	*Quercus laurifolia*	27		54	Preserve	
163	Laurel Oak	*Quercus laurifolia*	20		40	Preserve	
164	Sabal Palm	*Sabal palmetto*	15'		1	Preserve	
165	Sabal Palm	*Sabal palmetto*	18'		1	Preserve	
166	Sabal Palm	*Sabal palmetto*	10'		1	Preserve	
167	Sabal Palm	*Sabal palmetto*	12'		1	Preserve	
168	Laurel Oak	*Quercus laurifolia*	22		44	Preserve	
169	Sabal Palm	*Sabal palmetto*	13'		1	Preserve	
170	Sabal Palm	*Sabal palmetto*	14'		1	Preserve	
171	Laurel Oak	*Quercus laurifolia*	41		82	Preserve	Codominant (21" and 20" leaders)
172	Sabal Palm	*Sabal palmetto*	11'		1	Preserve	
173	Sabal Palm	*Sabal palmetto*	18'		1	Preserve	
174	Laurel Oak	*Quercus laurifolia*	20		40	Preserve	
175	Sabal Palm	*Sabal palmetto*	14'		1	Preserve	
176	Laurel Oak	*Quercus laurifolia*	15		30	Preserve	
177	Sabal Palm	*Sabal palmetto*	14'		1	Preserve	
178	Laurel Oak	*Quercus laurifolia*	17		34	Preserve	
179	Laurel Oak	*Quercus laurifolia*	14		28	Preserve	
180	Laurel Oak	*Quercus laurifolia*	19		38	Preserve	
181	Sabal Palm	*Sabal palmetto*	12'		1	Preserve	
182	Laurel Oak	*Quercus laurifolia*	31		62	Preserve	
183	Sabal Palm	*Sabal palmetto*	15'		1	Preserve	
184	Laurel Oak	*Quercus laurifolia*	15		30	Preserve	
185	Sabal Palm	*Sabal palmetto*	13'		1	Preserve	
186	Laurel Oak	*Quercus laurifolia*	35		70	Preserve	
187	Sabal Palm	*Sabal palmetto*	14'		1	Preserve	
188	Sabal Palm	*Sabal palmetto*	10'		1	Preserve	
189	Sabal Palm	*Sabal palmetto*	18		1	Preserve	
190	Sabal Palm	*Sabal palmetto*	21'		1	Preserve	
191	Laurel Oak	*Quercus laurifolia*	27		54	Preserve	
192	Sabal Palm	*Sabal palmetto*	14'		1	Preserve	
193	Laurel Oak	*Quercus laurifolia*	35		70	Preserve	
194	Sabal Palm	*Sabal palmetto*	12'		1	Preserve	
195	Sabal Palm	*Sabal palmetto*	12'		1	Preserve	
196	Sabal Palm	*Sabal palmetto*	15'		1	Preserve	
197	Laurel Oak	*Quercus laurifolia*	14		28	Preserve	
198	Laurel Oak	*Quercus laurifolia*	23		46	Preserve	Codominant (13" and 10" leaders)
199	Sabal Palm	*Sabal palmetto*	12'		1	Preserve	
200	Sabal Palm	*Sabal palmetto*	13'		1	Preserve	
201	Sabal Palm	*Sabal palmetto*	11'		1	Preserve	
202	Sabal Palm	*Sabal palmetto*	18'		1	Preserve	
203	Laurel Oak	*Quercus laurifolia*	35		70	Preserve	
204	Sabal Palm	*Sabal palmetto*	15'		1	Preserve	
205	Laurel Oak	*Quercus laurifolia*	36		72	Preserve	
206	Sabal Palm	*Sabal palmetto*	14'		1	Preserve	
207	Sabal Palm	*Sabal palmetto*	14'		1	Preserve	
208	Laurel Oak	*Quercus laurifolia*	29		58	Preserve	
209	Sabal Palm	*Sabal palmetto*	15'		1	Preserve	
210	Sabal Palm	*Sabal palmetto*	14'		1	Preserve	
211	Laurel Oak	*Quercus laurifolia*	26		52	Preserve	
212	Sabal Palm	*Sabal palmetto*	13'		1	Preserve	
213	Sabal Palm	*Sabal palmetto*	12'		1	Preserve	
214	Sabal Palm	*Sabal palmetto*	11'		1	Preserve	
215	Sabal Palm	*Sabal palmetto*	11'		1	Preserve	
216	Sabal Palm	*Sabal palmetto*	12'		1	Preserve	
217	Sabal Palm	*Sabal palmetto*	11'		1	Preserve	
218	Laurel Oak	*Quercus laurifolia*	15		30	Preserve	
219	Sabal Palm	*Sabal palmetto*	13'		1	Preserve	
220	Sabal Palm	*Sabal palmetto*	15'		1	Preserve	
221	Sabal Palm	*Sabal palmetto*	17'		1	Preserve	
222	Sabal Palm	*Sabal palmetto*	10'		1	Preserve	
223	Sabal Palm	*Sabal palmetto*	15'		1	Preserve	
224	Sabal Palm	*Sabal palmetto*	11'		1	Preserve	
225	Sabal Palm	*Sabal palmetto*	12'		1	Preserve	
226	Sabal Palm	*Sabal palmetto*	12'		1	Preserve	
227	Sabal Palm	*Sabal palmetto*	12'		1	Preserve	
201a	Sabal Palm	*Sabal palmetto*	11'		1	Preserve	
		Required Tree Mitigation (Replacment Inches):		426			
		Required Palm Mitigation (Replacement Palms):		55			
		Trees Relocated:		0	0		
		Palms Relocated:		76	0		76 to be used for landscape code
		Trees Preserved:		27	1310		Tree Mitigation Credits
		Palms Preserved:		59	57		Palm Credits; 2 to be used for landscape code
*All palms are measured in feet to clear trunk							

NO.	DATE	REVISION	BY

WGI
CERT NO: 6991
2035 VISTA PARKWAY, WEST PALM BEACH, FLORIDA 33411
561.687.2220

SUNRISE VILLAGE
3000 OKEECHOBEE RD
FORT PIERCE, FLORIDA

TREE INVENTORY PLAN

SHEET
TI.02
02 OF 02

PROJECT # 11038.00



1 **SITE PHOTOMETRIC PLAN**
SCALE: 1" = 40'-0"

Luminaire Schedule									
Symbol	Qty	Label	Arrangement	Description	Tag	LLF	Luminaire Lumens	Luminaire Watts	Total Watts
	4	SW3	Single	GPX-22-75W-MCTP-5070-Type III 4000K	SW3	1.000	9932	75	300
	1	SL4	Single	AR2-100P-40-T4 @120V 100W 4000K	SL4	0.900	14778	100.6	100.6
	6	SL4HS	Single	AR2-100P-40-T4 @120V 100W 4000K with Visor	SL4HS	0.900	8896	100.474	602.844
	8	SL5	Single	AR2-100P-40-T5 @120V 100W 4000K	SL5	0.900	15101	101.67	813.36
	4	BWE	Single	101L-32L-530-NW-G1-4	BWE	0.900	5316	19.0904	76.362

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Parking Area & Drive Aisles	Illuminance	Fc	2.75	14.6	0.3	9.17	48.67
Property Line	Illuminance	Fc	0.01	0.3	0.0	N.A.	N.A.
Sidewalks	Illuminance	Fc	1.7	7.9	0.1	16.9	79.0

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SUNRISE VILLAGE

FT. PIERCE, FL

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A STATEMENT ON "ALL" SIGNED AND SEALED PLANS THAT TO THE BEST OF THE ARCHITECTS KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE MINIMUM BUILDING CODES.

SEAL



ISSUE	BY	DATE	DESCRIPTION

PROJECT INFORMATION BLOCK

JOB #	**JLC25.0019.00**
DATE:	**02/19/2025**
DRAWN BY:	**CHL**
CHECKED BY:	**BLS**

SHEET TITLE

SITE PHOTOMETRIC PLAN

SHEET NUMBER

E0.12

SITE ANALYSIS STUDY
Sunrise Village
Application No. TBD
Initial Submittal: February 21, 2025

The following document serves as the required Site Analysis Study for the proposed project known as Sunrise Village required by section 125-314(c)(1)b. in the code.

SITE CHARACTERISTICS

The 6.08-acre subject property is identified by Parcel Number 241750400200016 and is located at 3000 Okeechobee Road, Fort Pierce, FL 34947. The site is zoned Medium Density Residential (RM), has a Medium Density Residential (R-4) Future Land Use Designation, is located in Flood Zone X, and is located within the Community Redevelopment Area (CRA). **Figure 1** and **Table 1** below reference the general location of the site and ownership information.

Figure 1 – Site Aerial

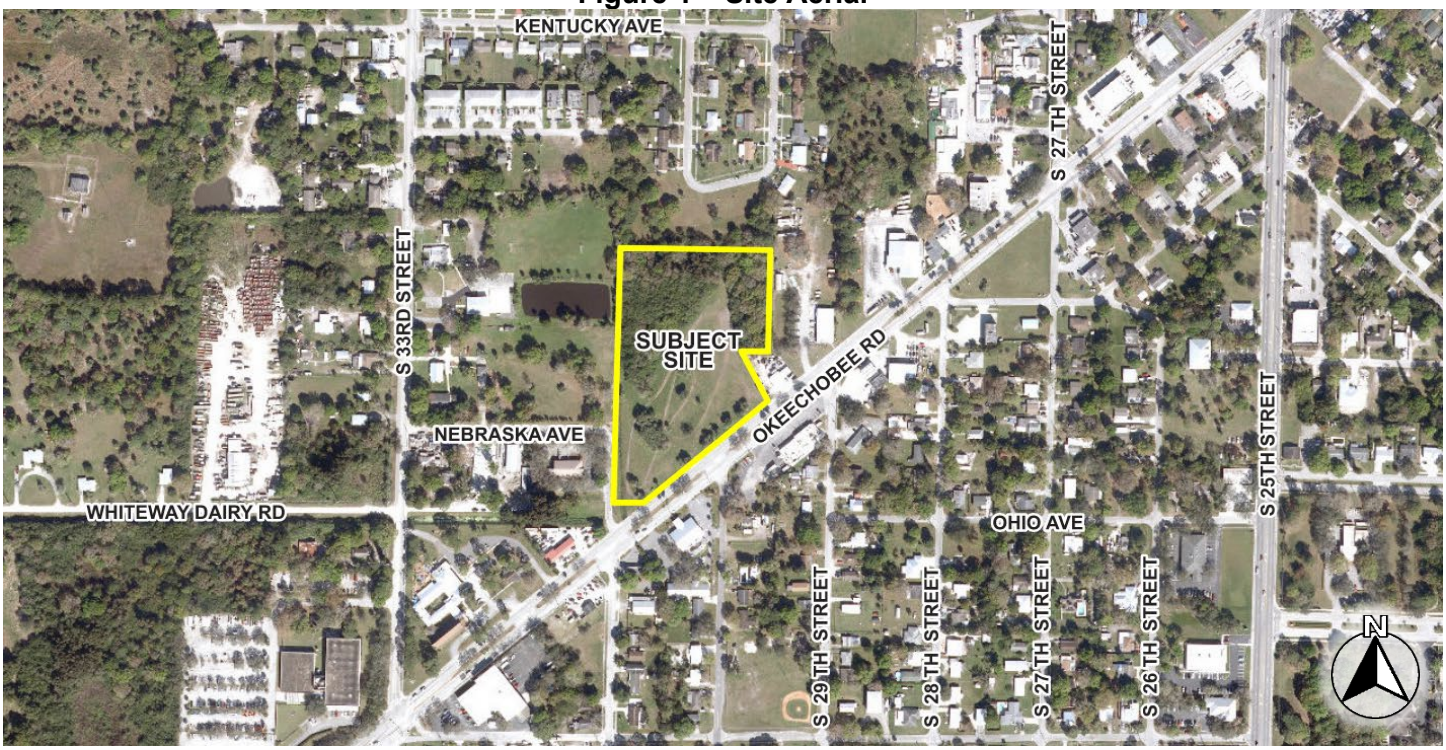

Table 1 – Parcels

Parcel Number	Owner	Acreage
2417-504-0020-001-6	Arrow Investment Group LLC	6.80 Acres

SITE ANALYSIS STUDY CRITERIA

Per Section 125-3149(c)(1)b, a site analysis study is required for design review, and shall include analysis of specimen trees and other natural vegetation, access, significant topography, wetlands, buffers, setbacks, views, orientation, the surrounding built environment and other site features that may influence design elements. The sections below provide an analysis of the site.

Specimen Trees and Vegetation

Please refer to the Environmental Impact Report provided.

Wetlands
Please refer to the Environmental Impact Report provided.

Access
Legal access to the site is currently on Okeechobee Road and will remain. The proposed development will have one access point along Okeechobee Road for both ingress and egress with a drive aisle that is 25 feet wide. No other access points are proposed for the site.

Significant Topography
The subject property does not appear to have significant topography.

Setbacks
The proposed setbacks are in accordance with the R-4 zoning district regulations. The side street, side, and rear setbacks exceed the requirements. Refer to the table below:

Table 2 – Minimum Building Setbacks

	Front	Side Corner	Side	Rear
Required	25 feet	15 feet	10 feet	20 feet
Provided	25 feet	42 feet	13.4 feet	231.8 feet

Buffers
Adequate landscape buffers are provided in accordance with the Land Development Code. A 10-foot landscape buffer is provided on the western property line and will include landscaping material and screening between the adjacent property. A 10-foot right-of-way buffer is provided on the southeast property line along Okeechobee Road. A 25-foot wetland buffer is provided between the wetlands on the west property line and the proposed lake and recreation area.

Orientation and Views
The three proposed residential buildings are organized in a way to maximize development potential of the site and maintain adequate internal circulation. All 106 units are dispersed between three 3-story apartment buildings. Buildings B and C front Okeechobee Rd, which runs southwest to northeast. The buildings are oriented at the same angle as the road, which minimizes visual impact to the surrounding properties, specifically the single family residential lots to the north and west. The angle of the proposed buildings minimizes direct views between residents of the single-family homes and proposed development, as they are not directly facing one another. In addition, there is a 1.03-acre lake tract on the northwest corner of the site, adjacent to wetlands that border a portion of the west property line.

Surrounding Built Environment
The surrounding uses of residential and institutional appear compatible with the proposed development. The site is predominately surrounded by low-density residential and low-intensity commercial uses.

Table 3 – Surrounding Properties

	FLU Designation	Zoning District	Existing Use
North	Low Density Residential (RL)	Single-family intermediate density (R-2)	Single Family Homes
South	General Commercial (GC)	General Commercial (C-3)	Commercial
East	General Commercial (GC)	General Commercial (C-3)	Industrial (Auto Body Shop) Retail (Habitat for Humanity Restore)
West	Medium Density Residential (RM)	Medium density residential (R-4)	Residential Vacant Commercial
	General Commercial (GC)	General Commercial (C-3)	

North: Immediately to the north of the site are primarily single family residential homes. This area is zoned R-2, with a Future Land Use Designation of RL.

South: Immediately to the south of the site is Okeechobee Road. Just south of Okeechobee Road is additional commercial development zoned C-3 with a future land use designation of GC.

East: Immediately to the east of the site is commercial development, including an auto body shop and a retail Habitat for Humanity Restore. This land is zoned C-3 and has a future land use designation of GC.

West: Immediately to the west of the site has a mix of uses. There is vacant land, a single family lot, and a commercial building. The northern parcels are zoned R-4 with a future land use of RM, and the southern parcels are zoned C-3 and have a future land use designation of GC.

The proposed affordable multifamily housing development is consistent with intent of the R-4 zoning district and general area. Located along Okeechobee Road, a major corridor with access to multiple modes of transit, the proposed development will introduce much needed multifamily affordable housing to the area.

CONCLUSION

On behalf of the Applicant, WGI respectfully requests approval of the 106-unit affordable multifamily development.

ENVIRONMENTAL IMPACT REPORT
BLUE SKY – SUNRISE VILLAGE
FT. PIERCE, FLORIDA

PREPARED FOR:
BLUE SKY ST. LUCIE, LLC
5300 W CYPRESS ST., SUITE 200
TAMPA, FL 33607

PREPARED BY:
WGI, INC.
2035 VISTA PARKWAY
WEST PALM BEACH, FL 33411
561-687-2220

FEBRUARY 20, 2025

WGI Project No.: 11038.00

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ENVIRONMENTAL IMPACT REPORT
BLUE SKY – SUNRISE VILLAGE
Ft. Pierce
February 20, 2025

INTRODUCTION

The intent of this report is to document potential environmental impacts within the below identified property including wetlands, uplands, and the potential for threatened and endangered species. This report has been prepared in accordance with the City of Fort Pierce Land Development Code.

The subject property consists of one parcel totaling approximately 6.87 acres 3000 Okeechobee Road in Ft. Pierce Florida (Parcel Control Numbers: 2417-504-0020-001-6). Please refer to **Exhibit A** (Location Map) for details.

SOURCES OF INFORMATION

Literature reviews, agency database searches and coordination, and a field review were conducted to document existing habitat types within and around the property. The information collected and databases reviewed included:

- U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) Soil Map
- USDA NRCS Soil Survey of St. Lucie, Florida, 2023;
- Florida Association of Professional Soil Classifiers, Hydric Soils of Florida Handbook, 4th ed. (Hurt et. al. 2007)
- U.S. Fish and Wildlife Service (USFWS), Classification of Wetlands and Deepwater Habitats of the United States (Cowardin et. al. 1979; 2013)
- Florida Natural Areas Inventory (FNAI) Biodiversity Matrix (Matrix Unit ID 66175 and 66176)
- National Wetland Inventory Maps
- Various Florida Fish and Wildlife Conservation Commission (FWC) GIS data layers
- USFWS, South Florida Ecological Services Office Wood Stork Florida Nesting Colonies Maps
- USFWS Critical habitat for threatened and endangered species mapper
- USFWS IPac Planning Tool
- Florida Department of Transportation (FDOT) Florida Land Use, Cover and Forms Classifications System (FLUCFCS), 3rd ed., January 1999
- Code of Ordinances Fort Pierce
- St. Lucie County Property Appraiser's Website
- South Florida Water Management District

FIELD REVIEW

WGI scientists familiar with Florida natural communities conducted a field review on November 5, 2024. During this review, each vegetative community type was walked and visually inspected to verify community boundaries, dominant vegetation, and the potential for occurrence of threatened and endangered species.

SOILS

Based upon the USDA NRCS Soil Survey for St. Lucie County, two soil types are mapped within the Subject Property. A soil map is included as Exhibit B Soil Survey. Listed below are each of the soil types found within the Subject Property and a general description of the characteristics of each soil type and commonly associated vegetation.

(25) Nettles and Oldsmar Sands – This poorly drained, nearly level soil is on broad flatwood areas. The water table is within a depth of 10 inches for 2 to 4 months during wet seasons and between depths of 10 to 40 inches for 6 months or longer in most years. Natural vegetation is slash pine, cabbage palm, saw palmetto, wax myrtle, inkberry, fetterbush, creeping bluestem, chalky bluestem, Florida three awn, and pineland three awn.

(44) Tantile and Pomona Sands – This poorly drained soil is found in low-lying depressions and wet flatwoods. The water table is within a depth of 6 inches for most of the year. Natural vegetation consists of bald cypress, slash pine, wax myrtle, fetterbush, maiden cane, sawgrass, chalky bluestem, Florida three-awn, and pineland three-awn.

WGI biologists referred to the *Hydric Soils of Florida Handbook, 4th Edition (2007)* to determine the hydric rating of each soil identified on site. The following soils have been determined to be considered hydric: Nettles and Oldsmar sands (MU 25), and Tantile and Pomona sands (MU 44).

EXISTING LAND USE

Existing land uses and natural habitats within the subject property were classified using the FLUCFCS (1999). Four land use/cover types were determined to be present within the project area. A map depicting the existing land use/cover types encountered within the property is attached as Exhibit C (Existing Land Use Map) general descriptions of the land use/cover types are provided below.

UPLAND COMMUNITIES

The upland habitat in the northeast and northwest regions is somewhat disturbed by Brazilian pepper and melaleuca. In contrast, the central and southern regions of the property have sparser vegetation, with widely spaced cabbage palms and fewer invasive species.

The following descriptions of upland habitats on the property are below.

428 – Cabbage Palm (6.17 AC)
This forest community is pure or predominantly cabbage palm and is found on sandy type soils. Associates include a wide variety of large and small hardwoods. In South Florida, cabbage palm may be strongly associated with slash and/or longleaf pine.

The following is a list of the dominant native and non-native plant species identified in the uplands on the property during the field review:

Common Name	Scientific Name	Designation
Sabal Palm	*Sabal palmetto*	Native
Laurel Oak	*Quercus laurifolia*	Native
Strangler fig	*Ficus aurea*	Native
Brazilian Pepper	*Schinus terebinthifolia*	Invasive

WETLANDS AND OTHER SURFACE WATERS
WGI scientists familiar with Florida wetland communities conducted a field review of the subject property. The purpose of the field review was to delineate the limits of, and gather pertinent information about, any wetlands that may exist onsite. Delineation of wetlands regulated by South Florida Water Management (SFWMD) and by FDEP under the State 404 Program is done according to Chapter 62-340 Florida Administrative Code (F.A.C.), Delineation of the Landward Extent of Wetlands and Surface Waters. The *Florida Wetlands Delineation Manual* (Gilbert et al., 1995) serves as a guide to Chapter 62-340. In this evaluation, WGI used the intent and methodology of the manual to form the opinion that there is one wetland within the boundaries of the subject property.

Below is the description of the wetland and the habitat type, FLUCFCS classifications, dominant vegetation, and approximate acreage. A map depicting these wetlands and surface waters is attached as Exhibit D (Wetland and Surface Water Map).

Surface Water 01 (0.12 acres)
FLUCFCS: 510 Canal/ditch
Surface water 01 is a drainage ditch/canal that is connected to offsite canals via culverts.

Wetland 01 (0.39 acres)
FLUCFCS: 619 Exotic Wetland Hardwoods
Wetland 01 is a highly disturbed forested wetland dominated by Brazilian pepper (Schinus terebinthifolia) and melaleuca. Additional vegetation, comprising approximately 10% or less of the coverage, includes laurel oak (Quercus laurifolia), red maple (Acer rubrum), and sabal palm (Sabal palmetto).

Wetland 02 (0.19 acres)
FLUCFCS: 640 Vegetated Non-Forested Wetlands
Wetland 02 is vegetated not forested and located in a drainage swale on the western boundary of the subject property. Dominant vegetation includes pickerelweed, switchgrass, dogfennel, and Brazilian pepper.

THREATENED AND ENDANGERED SPECIES

In order to determine federal and state listed protected plant and animal species that have the potential to occur within the property, available online data was collected and evaluated. In addition, a field review was conducted by WGI scientists on November 5, 2025. The purpose of the field review was to assess the potential for the occurrence of protected species within the property, and to identify any critical habitat that might be located within or adjacent to the property. During the field review, the property was canvassed for direct observations of listed species or signs of their presence, including trails, tracks, scats, nests (cavity or stick), burrows, or calls. This was a field review level assessment; many species have specific protocols to determine their presence or absence and such surveys have not been conducted at this time. Therefore, WGI can provide an opinion on the presence or absence of protected species, but not an absolute determination.

Based on the information collected, as well as a site-specific field review, federal or state listed protected plant and animal species were identified as occurring or having the potential to occur within the project area. The potential of occurrence for each species was ranked as Low, Moderate, High, or Observed based on the habitat requirements for each species, the presence and quality of the habitat within the project area, the surrounding land use, and documented occurrences of the species within or in the vicinity of the project area. A Low ranking indicates that there is no suitable habitat present within the project area and that the potential for listed species is highly unlikely. A Moderate ranking indicates that suitable habitat is present within the project area, but that the potential for listed species is unlikely. A High ranking indicates that suitable habitat is present within the project area and that listed species are likely. An Observed ranking indicates that a listed species was directly observed within the project area.

The following table lists the protected species based on FNAI's Biodiversity Matrix that in WGI's opinion have a reasonable likelihood of occurrence in the project area. The table lists their federal or state protection status, preferred habitat, and a ranking of potential for occurrence within the property.

Species	Designated Status			Habitat Preference	Potential for Occurrence Onsite
	USFWS	FWC	DOACS		
FAUNA					
REPTILIAN / AMPHIBIAN					
Eastern indigo snake *(Drymarchon corais couperi)*	T			Pine and scrubby flatwoods, high pine, dry prairie, edges of freshwater marshes, agricultural fields, coastal dunes, and human altered habitats	Low
Gopher tortoise (*Gopherus polyphemus)*		T		Upland habitats with relatively well- drained, sandy soils. Usually inhabits longleaf pine and xeric oak sandhills, scrub, xeric hammock, pine flatwoods, dry prairie, coastal grasslands and dunes, mixed hardwood-pine communities, and a variety of disturbed habitats.	Low
AVIAN					
Florida burrowing owl (*Athene cunicularia floridana)*		T		Open prairies in Florida that have very little understory vegetation. These areas include golf courses, airports, pastures, agriculture fields, and vacant lots.	Low
Snail kite *(Rostrhamus sociabilis)*	E			Inhabits shallow freshwater marshes and shallow grassy shorelines of lakes.	Low
Wood stork *Mycteria americana*	T			Fresh and saltwater marshes, tidal flats, wet prairies, forested wetlands, flooded pastures, and ditches.	Moderate
Bald eagle (*Haliaeetus leucocephalus*)	N/A	N/A	N/A	Nesting and roosting habitat consists of forested habitats with mature canopy trees. Preferred foraging habitat consists of expanses of shallow fresh or salt water that includes a diversity and abundance of prey and access to shallow water and tall trees/structures for perching.	Low
MAMMALS					
Florida panther (*Puma concolor coryi*)	E			Habitat selection is related to prey availability and suitable habitat includes dense understory vegetation for stalking/feeding, resting, and denning. Preferred habitat is typically forested habitat types interspersed with other habitat types. The species requires large, contiguous areas.	Habitat not onsite

Legend:
USFWS = United States Fish and Wildlife Service
FWC = Florida Fish and Wildlife Conservation Commission DOACS = Florida Department of Agriculture & Consumer Services E = Endangered
T = Threatened
SSC = Species of Special Concern
(S/A) = Threatened/Similarity of Appearance
N/A = Not Applicable
Low = Suitable habitat found within the project area, but no documented element occurrence of the species within one (1) mile of the project area and no observations were made during field reviews.
Moderate = Suitable habitat exists and the species has been documented within one (1) mile of the project area, but no observations were made during field reviews.
High = Suitable habitat exists and species was observed within the project area during field reviews.

MAN-MADE FEATURES

The surface water that borders the subject property to the west is a manmade drainage ditch that is connected to canals offsite via culverts. There are no barns, houses, or any other man-made structures present on the property.

FINDINGS AND DISCUSSION

Based on the above findings, there are natural features present on the property that are regulated by federal, state, and local agencies.

Wetlands and Other Surface Waters

The wetland boundaries in this report were delineated by a Professional Wetland Scientist (PWS) and will be reviewed by SFWMD during the ERP application process. It was determined that there are 0.58 acres of isolated wetlands located on the property as well as 0.12 acres of surface waters. No existing state or federal environmental resource permits were found for the subject property during research.

Threatened and Endangered Species

The subject property is located within the USFWS Consultation Area for the wood stork (*Mycteria americana*). Surface waters and wetlands with a seasonal high-water depth between 2 inches and 15 inches with 25 percent aquatic vegetation coverage or less are considered suitable foraging habitat (SFH) for the wood stork. SFH for the wood stork may be present on the subject property. The USFWS will require consultation during the review process to ensure that there is no net loss of SFH. This no net loss of SFH is usually accomplished through the development of stormwater retention ponds and the required planted littoral zones. All impacts to wood stork SFH will be offset during wetland permitting.

The Subject Property is located within the USFWS Consultation Area for the Federally threatened eastern indigo snake (*Drymarchon corais couperi*). Suitable nesting habitat consists of pine and scrubby flatwoods, high pine, dry prairie, edges of freshwater marshes, agricultural fields, coastal dunes, and human altered habitats. Based on August 1, 2017 guidance from the USFWS regarding consultation measures for the eastern indigo snake, it is anticipated any proposed development project will "key out" for a determination of "Not Likely to Adversely Affect" (NLAA) to eastern indigo habitat because the Subject Property impacts would be less than 25 acres in size and the Standard Protection Guidelines for the Eastern Indigo Snake will be used during construction. According to the 2017 programmatic key, this project would follow a path of A → B → C → D → E → NLAA. If an eastern indigo snake is encountered, the snake must be allowed to vacate prior to the commencement of proposed work in the area.

The subject property is located within the USFWS Consultation Area for the federally threatened Audubon's crested caracara (*Caracara cheriway*), which is protected under the federal MBTA. Caracara habitat includes wet prairies, wooded areas with saw palmetto, cypress, scrub oaks, and pastures. No observations of nests or physical sightings of the species were observed during field review.

The subject property is located within the USFWS Consultation Area for the federally threatened Everglades snail kite (*Rostrhamus sociabilis plumbeus*), also protected under the MBTA. Everglades snail kites prefer to inhabit shallow freshwater marshes and shallow grassy shorelines of lakes without mature canopy coverage. No observations of nests or physical observations of the species were made during the field review.

Due to the density of the vegetation on the majority of the site suitable habitat for the Florida burrowing owl (*Athene cunicularia floridana*) is not present on the subject property. During the field review on November 5, 2024, no apparent evidence of burrowing owls or their burrows was observed on the subject property.

The subject property is located within the USFWS Consultation Area for the red-cockaded woodpecker (*Picoides borealis*). The red-cockaded woodpecker lives and forages in mature pine forests, specifically those with longleaf pines averaging 80 to 120 years old and loblolly pines averaging 70 to 100 years old. Red-cockaded woodpeckers live in groups with a breeding pair and as many as four helpers, usually male offspring from the previous year. Each group needs about 200 acres of old pine forest to support its foraging and nesting needs. The project site does not contain suitable foraging or nesting habitat for the species. No observations of nests or physical observations of the species were made during the field review. Use of the consultation key resulted in the following sequential determination: Ab > Bb, "no effect" on the red-cockaded woodpecker.

During the field review on November 5, 2025, no apparent evidence of gopher tortoises, burrowing owls or their burrows were observed on the property.

<u>Uplands and Trees</u>

The Subject Property consists of approximately 6.17 acres of upland cabbage palm dominant forest. Proposed onsite impacts include impacts to native trees, exotic vegetation, and native upland habitat. Approximately 6.17 acres of upland habitat is proposed to be impacted by the development of the subject property. A tree permit will be required, and all impacted trees will be mitigated as required.

CONCLUSION

- Uplands/Trees: Protected trees exist on the subject property and a tree removal permit will be required prior to their removal.

- Wetlands and Other Surface Waters: At least one of the wetlands on the subject property likely fall under the jurisdiction of the USACE, requiring an Approved Jurisdictional Determination (AJD) to confirm. Additionally, the project will necessitate an Individual Environmental Resource Permit (ERP) from the SFWMD and possibly an Individual Permit from USACE.

- Listed Species: The subject property is located within the USFWS Consultation Areas for the red-cockaded woodpecker, Everglades snail kite, Eastern indigo snake, Audubon's crested caracara, and wood stork. Additionally, the subject property is within the ranges of state-listed species Florida sandhill crane, Florida burrowing owl, and gopher tortoise. Habitat for the wood stork and possibly the snail kite was observed on the property. Impacts to species are not anticipated and will be reviewed by FWC and USFWS during the ERP application review.



SOURCE: GOOGLE EARTH PRO

PROJECT NAME: BLUE SKY SUNRISE PROJECT #: 11038.00 DATE: 02/13/25 CREATED BY: AMS CHECKED BY: RMH	LOCATION MAP EXHIBIT A	PHONE NO. 561.687.2220 CERT NO. 33574 LB NO. 7055 WGI. 2035 VISTA PARKWAY WEST PALM BEACH, FL 33411



LEGEND
25- NETTLES AND OLDSMAR SANDS (2.9 AC)
44-TANTILE AND POMONA SANDS (3.9 AC)

SOURCE: USDA WEB SOIL SURVEY

PROJECT NAME:	BLUE SKY SUNRISE
PROJECT #:	11038.00
DATE:	12/16/24
CREATED BY:	AMS
CHECKED BY:	RMH

SOIL SURVEY MAP
EXHIBIT B

PHONE NO. 561.687.2220
CERT NO. 33574
LB NO. 7055
WGI.
2035 VISTA PARKWAY
WEST PALM BEACH, FL 33411



LEGEND
428 - CABBAGE PALM (6.17 AC)
510- CANAL/DITCH (0.12 AC)
619 - EXOTIC WETLAND HARDWOODS (0.39 AC)
640 - VEGETATED NON-FORESTED WETLANDS (0.19 AC)

SOURCE: FDOT AERIALS GIS

0 100 200 Feet

PROJECT NAME:	BLUE SKY SUNRISE
PROJECT #:	11038.00
DATE:	12/16/24
CREATED BY:	AMS
CHECKED BY:	RMH

LAND USE MAP
EXHIBIT C

PHONE NO. 561.687.2220
CERT NO. 33574
LB NO. 7055

WGI.

2035 VISTA PARKWAY
WEST PALM BEACH, FL 33411



LEGEND

WTL 1 =	0.39 AC.
WTL 2 =	0.19 AC.
SW 1 =	0.12 AC.
TOTAL =	0.7 AC.

0 100 200 Feet

SOURCE: FDOT AERIALS GIS

PROJECT NAME:	BLUE SKY SUNRISE
PROJECT #:	11038.00
DATE:	02/17/25
CREATED BY:	AMS
CHECKED BY:	RMH

WETLAND BOUNDARY MAP
EXHIBIT D

PHONE NO. 561.687.2220
CERT NO. 33574
LB NO. 7055

WGI.

2035 VISTA PARKWAY
WEST PALM BEACH, FL 33411

Exhibit E - Site Photographs



Photo 1: View of open area on southern side of Subject Property along with groups of sabal palms scattered throughout.



Photo 2: View of wetland 01 which is the exotic hardwood wetland located in the northern region of the subject property.



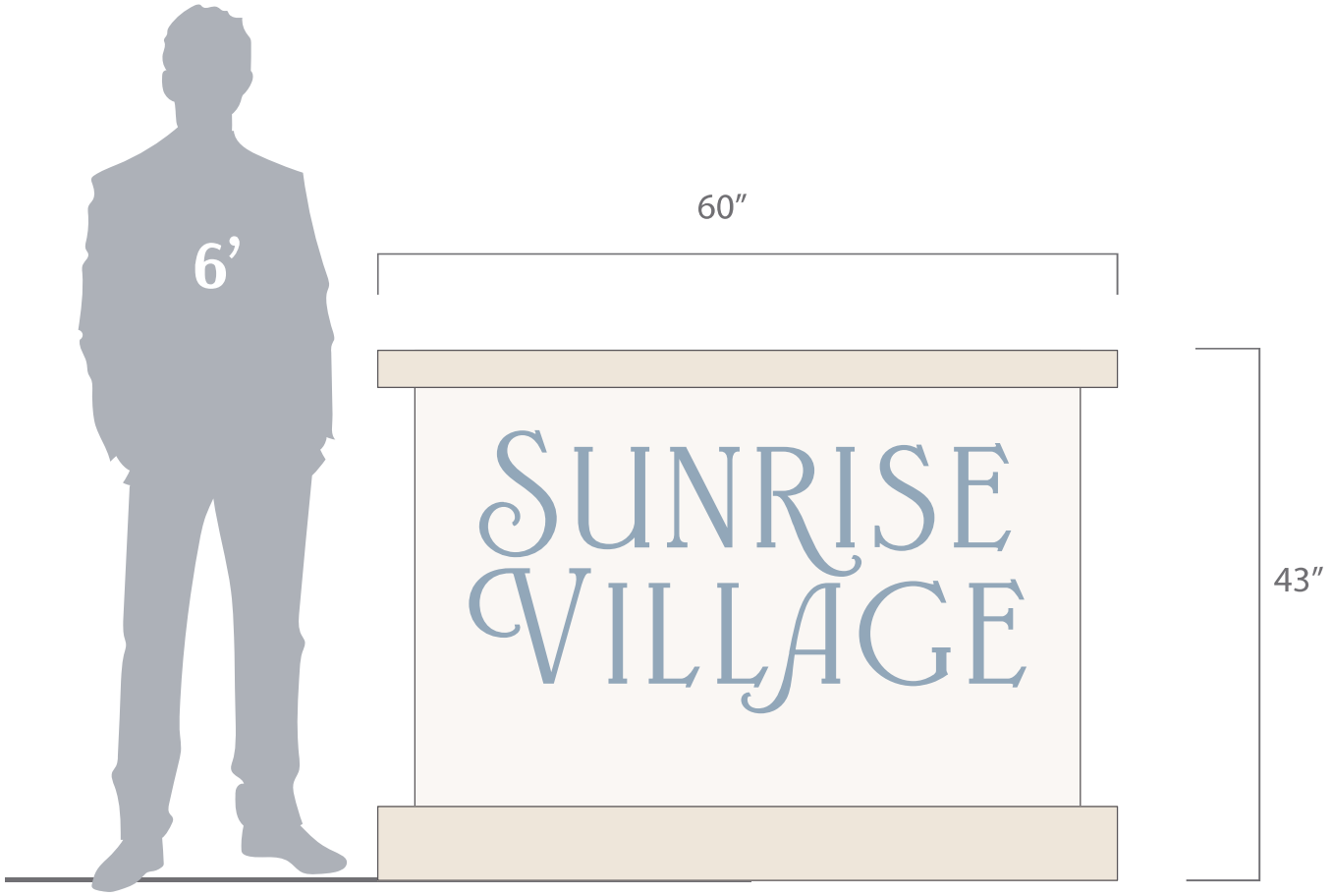
Photo 3: View of wetland 2 which is the herbaceous wetland located centrally on the western border of the subject property.



Photo 4: View of surface water 1 which is the culverted drainage ditch that connects to offsite canals.

SIGNAGE PACKAGE DESIGN SHEET

Option 4



REVIEWED
By David Grimes at 3:14 pm, Feb 12, 2025

SIGN Source
YOUR COMPLETE SIGN SOLUTION

Approved By:

Date:

Project:
Sunrise Village
3000 Okeechobee Rd
Fort pierce FL 34947

Colors:

Font(s):

Sign Code:
one (1) ground sign per entrance that cannot exceed 6 ft. in height and 18 sq. ft. in sign areat

Actual Square Footage:

Notes / Alerts for Client Review:

Client Rep: Stacey Friello
email: Staceyfsigns@aol.com

Note: Before finalizing your sign package, it is important to thoroughly review it for any errors or discrepancies. This includes checking for misspelled words, ensuring the design concepts are accurate, and verifying that all necessary information is included on the signs. It is also essential to confirm that the colors and fonts align with your preferences. Please note that Signsource cannot be held responsible for any misspellings, incorrect design concepts, inaccurate information, or discrepancies related to colors and fonts once the package has been approved by the client and production finalized. In the event that any signs require fabrication once more, a change order will be submitted for the necessary adjustments.

All ideas, designs, arrangements, and plans indicated by these drawings are property of Sign Source and or Complete Sign Solutions and are created for rendering, example and approval use only. The designs, and plans are not to be used nor disclosed to any person ,designer, or sign company for any purpose without the written consent by Sign Source / Complete Sign Solutions. Contractors shall verify and be responsible for all dimensions and conditions of the job. All shop details and deviations from the shown dimensions and conditions must be approved by Sign Source/ Complete Sign Solution before proceeding with fabrication. All written dimensions shall take precedence over scaled dimensions.

Sign Source
2045 Lawson Road
Clearwater, FL 33763

727-736-3555 Office
www.SIGNSOURCEFLA.com
Rene@signsourcefla.com

JUSTIFICATION STATEMENT
Sunrise Village
Application No. TBD
Initial Submittal: February 21, 2025

REQUEST

On behalf of the Applicant, WGI is requesting approval of the following:

1) **Major Site Plan** for 106-unit affordable housing multifamily development.
2) **Design Review** for 106-unit affordable housing multifamily development.
3) **Conditional Use** for an Innovative Community Development.
4) **Density Bonus** of 5 units per acre per section 125-326(b)(2) in the land development code.

SITE CHARACTERISTICS

The 6.80-acre subject property is identified by Parcel Number 241750400200016 and is located at 3000 Okeechobee Road, Fort Pierce, FL 34947. The site is zoned Medium Density Residential (RM), has a Medium Density Residential (R-4) Future Land Use Designation, is located in Flood Zone X and within the Community Redevelopment Area (CRA). **Figure 1** and **Table 1** below reference the general location of the site and ownership information.

Figure 1 – Site Aerial



Table 1 – Parcels

Parcel Number	Owner	Acreage
2417-504-0020-001-6	Arrow Investment Group LLC	6.80 Acres

DEVELOPMENT HISTORY

The subject site was previously approved by the City Commission in 2023 for a 112-unit multi-family development known as Aria Apartments. The approved development included 112 multi-family units, a 2,168 square foot clubhouse with a pool, and additional amenities and improvements to the site.

Table 2 – Previous Approvals

Application	Request(s)	Resolution/Approval Date
Aria Apartments	Approval of a Site Plan (Development Review and Design Review) and Conditional Use to construct a 112-unit multi-family innovative residential development with a 2,168 square foot clubhouse with a swimming pool, and associated site improvements.	01/17/2023

SURROUNDING PROPERTIES

The surrounding uses of residential and institutional are compatible with the proposed development. The site is predominately surrounded by low and mediumdensity residential and low-intensity commercial uses.

Table 3 – Surrounding Properties

	FLU Designation	Zoning District	Existing Use
North	Low Density Residential (RL)	Single-family intermediate density (R-2)	Single Family Homes
South	General Commercial (GC)	General Commercial (C-3)	Commercial
East	General Commercial (GC)	General Commercial (C-3)	Industrial (Auto Body Shop) Retail (Habitat for Humanity Restore)
West	Medium Density Residential (RM)	Medium density residential (R-4)	Residential Vacant Commercial
	General Commercial (GC)	General Commercial (C-3)	

North: Immediately to the north of the site are primarily single-family residential homes. This area is zoned R-2, with a Future Land Use Designation of RL.

South: Immediately to the south of the site is Okeechobee Road. Just south of Okeechobee Road is additional commercial development zoned C-3 with a future land use designation of GC.

East: Immediately to the east of the site is commercial development, including an auto body shop and a retail Habitat for Humanity Restore. This land is zoned C-3 and has a future land use designation of GC.

West: Immediately to the west of the site are a mix of uses. There is vacant land, a single-family lot, and a commercial building. The northern parcels are zoned R-4 with a future land use of RM, and the southern parcels are zoned C-3 and have a future land use designation of GC.

PROPOSED DEVELOPMENT

The proposed development includes 106 multifamily dwelling units dispersed throughout three buildings (A, B, and C). Building A includes 46 units, Building B includes 30 units and Building C includes 30 units. A 1.03-acre lake tract with a fountain is located on the northern portion of the site, bordered on the west by wetlands to be preserved. Existing vegetation on the northeast portion of the site is also preserved as development is concentrated closer to Okeechobee Road. The Applicant is requesting approval of the site as an Innovative Community Development due to unique architecture, much needed affordable housing, enhanced landscaping, preservation of the existing environment and transit-oriented design featuring access to public transportation, bicycle parking improvements and pedestrian connectivity.

PROPERTY DEVELOPMENT STANDARDS (R-4 ZONING DISTRICT)

The subject site is zoned Medium Density Residential (R-4), which has a set of required property development regulations established in Sec. 125-194. The proposed development is designed as an innovative community development, which allows for more flexible regulations that may supersede the R-4 district. However, the development is designed to comply with the R-4 district and standard zoning regulations with exception to a reduction to the proposed vehicular parking. The sections below outline the standard and proposed regulations.

Density

Per Section 125-194 (a), the R-4 district allows for a maximum of ten dwelling units per acre for conventional developments, and twelve units per acre for innovative residential developments. The Applicant is proposing an innovative community development, outlined later in this report, which allows for a total base density of twelve dwelling units per acre.

The Applicant is requesting an additional 5 dwelling units per acre density bonus outlined in Section 125-326(b)(2), allowing for a maximum density of 17 dwelling units per acre. The site is located within a one-fourth mile radius of a transit stop, which allows up to a five dwelling unit per acre density bonus.

The Code further restricts the density bonus to a maximum of five (5) additional units per acre pursuant to City Code 125-326 (c)(2) as the project is inside of the boundary of the Community Redevelopment Agency (CRA). Therefore, the maximum density permitted is seventeen (17) dwelling units per acre. Please note that the proposed development is consistent with the previously approved 17 dwelling unit per acre development.

Uses

The proposed development will include 106 multifamily residential units, with accessory uses including a clubhouse and recreation area. Multi-Dwelling buildings are permitted in the R-4 zoning district per Section 125-187 - Allowed Uses.

Property Development Regulations

The table below details standard property development regulations required by Section 125-194.

Table 4 – Property Development Regulations

Standard	Required	Provided
Minimum Lot Area	0.1 acre	6.80 acres
Minimum Lot Width	75 feet	516.6’
Minimum Lot Depth	70 feet	796.6’
Maximum Lot Coverage	50 percent	12.5 percent
Minimum Yards		
Front Yard Depth	25 feet	27.8 feet
Side Corner	15 feet	42 feet
Side Yard Depth	10 feet	13.4 feet
Rear Yard Depth	20 feet	231.8 feet
Maximum Building Height	45 feet	45 feet (3 stories)

Parking

A parking study prepared by High Point Engineering, Inc. is provided to support the proposed reduction in vehicular parking from the standards outlined in Section 125-315 of the code. Section 125-243(a) of the code states that reductions in required on-site parking may be utilized for innovative community developments, for which the Applicant is requesting conditional use approval.

Section 125-315 of the land development code requires 1.5 spaces per multifamily unit, or 159 spaces. The proposed development is providing 106 vehicular parking spaces based on anticipated demand and design of the development. Per the parking demand study, a future resident of this development will possess, on average,

less than one vehicle per bedroom. The study also reviews an existing affordable housing development in the City of Fort Pierce named Blue Sky Landing as a case study for comparison. The findings of the study determined that the peak parking demand ratio versus bedrooms measured during the day of observations was less than the proposed onsite parking spaces per bedroom. As Blue Sky Landing and the proposed Sunrise Village development are located within the same geographic area, have a similar anticipated demographic group, close proximity to public transit and comparable design features, the peak parking demand ratios collected at Blue Sky Landing support the estimated future peak parking demand of Sunrise Village. Refer to the parking demand study and supporting narrative for further details, data, and analysis. In addition, the design of the proposed development to promote bicycle use and pedestrian connectivity further supports the reduction in vehicular parking provided.

INNOVATIVE COMMUNITY DEVELOPMENT

The Applicant is requesting Conditional Use approval of the proposed development as an Innovative Community Development. Per section 125-243 in the code, “Innovative community developments are primarily creative and imaginative housing, mixed-use and community-oriented development.” The proposed development meets this intent through the unique design elements outlined below.

Multifamily developments are considered an appropriate use for an innovative community development if the use is permitted in the zoning district. Multi-Dwelling buildings are permitted in the R-4 zoning district per Section 125-187 - Allowed Uses. The development will be comprised of one hundred percent affordable units which will bring much needed affordable housing to the area. Buildings are oriented with the intent of working around the existing natural features on the site, including an existing wetland in the northwest corner to be preserved and natural open space in the northeast corner. The majority of existing vegetation on site is located on the northeast and northwest portions of the site, therefore buildings are located on the southern portion of the site closest to Okeechobee Road.

Pedestrian circulation with looped access is provided on site, forming internal connections between the residential buildings and amenities as well as external connections to Okeechobee Rd. The design encourages the use of multiple modes of transportation by providing covered bike kiosks and a surplus of bicycle parking. The site is also located within one quarter of a mile from the Okeechobee and 33rd Street bus stop which can be safely reached by residents utilizing the proposed internal sidewalk that connects to the existing sidewalk on Okeechobee Road.

The proposed development features an Anglo Caribbean architectural style with three story garden apartments containing open stairwells and breezeways. A variation of materials are proposed, including exterior CMU walls, wood interior partitions, and wood roof trusses. Typical building finishes are painted stucco, shingle roofing, and vinyl windows. Refer to the provided architectural floor plans, elevations and color board.

Enhanced landscaping is provided throughout the site as well, exceeding code requirements in several areas throughout the site. The 10-foot right of way buffer along Okeechobee Road exceeds the minimum code requirements, showcasing a commitment to enhanced environmental integration. Along Okeechobee Rd, an upgraded streetscape is incorporated into the buffer, utilizing a mix of relocated palms and proposed trees to meet buffer requirements and serve as vertical elements within the streetscape. The strategic layering of shrubs and groundcover not only enhances aesthetic appeal but also supports ecological sustainability by promoting biodiversity and soil health within the buffer zone.

Within the east and west buffers, the height of proposed trees either meet or exceed code requirements, emphasizing an effort to create a green, sustainable barrier that fosters both visual and environmental harmony between properties.

The entrance design for the development exceeds code requirements with enhanced landscaping to elevate the overall aesthetic and experience. A combination of vertical elements, such as Royal Palms and Japanese

Blueberry trees, are alternated to create a distinguished sense of arrival. Beneath the trees, carefully selected shrubs and groundcovers are layered to support local ecosystems while ensuring year-round visual interest. The entrance area and landscaping islands along the entrance drive utilize the same plant species to establish a cohesive and consistent experience. This design approach balances both beauty and ecological health, reflecting a commitment to sustainable landscaping practices.

At the terminal island near the clubhouse, a specimen Royal Poinciana tree is thoughtfully placed as a focal point, visible from the entry drive for the development. Surrounding it, a layered composition of shrubs and groundcover provides a sustainable and attractive environment that enhances the overall landscape design, encouraging biodiversity while offering visual interest year-round.

The development meets the intent of an Innovative Community Development by proposing unique architectural design, enhanced landscaping, and overall creative design practices.

DENSITY BONUS – PROXIMITY TO TRANSIT STOP

The Applicant is requesting approval of an additional density bonus in accordance with Sec. 125-326(b)(2). This section allows for a density bonus of up to five dwelling units per acre for development located within one-fourth mile radius of a rail station, multimodal transit center, or transit stop. The subject site is located within a one-fourth mile radius of the Okeechobee Road and S 33rd Street bus stop. Figure 2 below shows the subject property, bus stop location, and ¼ mile radius. The criteria are as follows:

1) *Property located within the coastal high hazard area (CHHA), as defined by the adopted city comprehensive plan and the state statutes, is not eligible for density bonus provisions;*
   The subject site is not located within the CHHA, therefore it is eligible for density bonus provisions.

2) *A maximum of five dwelling units per acre density bonus is permitted for development located within one-fourth mile radius of a rail station, multimodal transit center or transit stop;*
   The subject site is located within one-fourth of a mile from the Okeechobee Rd and S 33rd Street Bus Stop that is within Route 3 of the *Area Regional Transit (ART) system.*

3) *The rail station, multimodal transit center or transit stop must be serviced by the regulating transit authority of the particular transportation facility at the time that the density bonus is awarded;*
   Stated above, the Okeechobee Rd and S 33rd Street Bus Stop is services by the Area Regional Transit (ART) system.

4) *Development is eligible for density bonus provisions if it is located within the one-fourth-mile radius by any measure; and;*
   The subject site is located within one-fourth of a mile from the Okeechobee Rd and S 33rd Street Bus Stop that is within Route 3 of the *Area Regional Transit (ART) system*.

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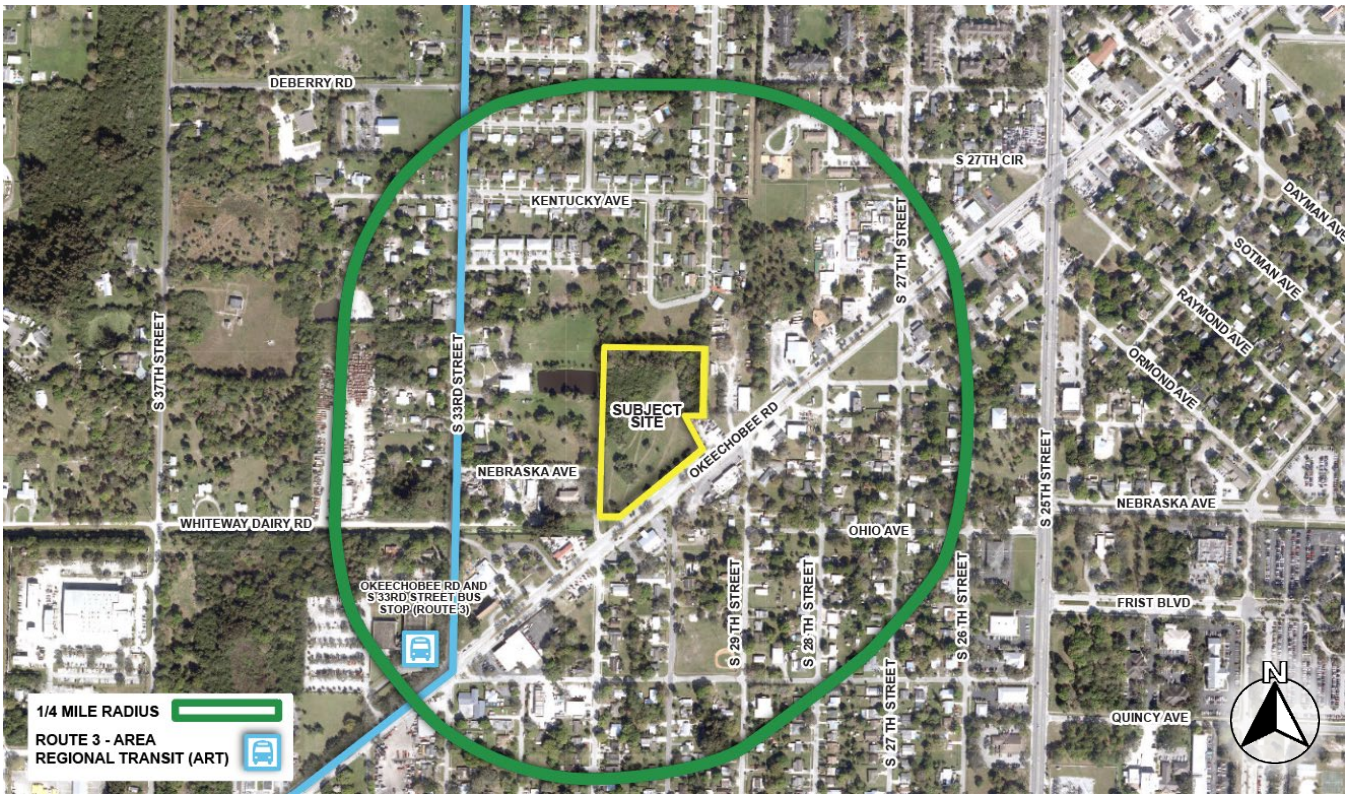


5) *The director of planning may make the determination that a development is eligible for density bonus provisions if it is located outside the one-fourth-mile radius but within an enclave surrounded on all sides by several density bonus boundary limits.*
This criteria is not applicable, as the site is located within the one-fourth mile radius of a transit stop.

CONCLUSION

On behalf of the Applicant, WGI, Inc. is requesting approval of a Major Site Plan for a 106-unit affordable housing multifamily development, Conditional Use to allow an Innovative Community Development, Density Bonus of 5 units per acre per section 125-326(b)(2) in the land development code, and Design Review Approval for the 106-unit affordable housing multifamily development.

Parking Reduction Narrative

For

Sunrise Village

3000 Okeechobee Rd
Fort Pierce, FL 34947

Prepared for:
City of Fort Pierce
Planning Department

Prepared by:
Blue Sky Communities, LLC
180 Fountain Parkway N, Suite 100
St. Petersburg, Florida 33716

INTRODUCTION

The present narrative is a supplement to the Parking Demand Study for Sunrise Village completed on 01/24/2025 by High Point Engineering, Inc. This parking demand study has been prepared as technical support for a parking reduction request to approve a total of 106 on-site surface parking spaces, for the proposed 106-dwelling unit multi-family affordable housing project. This narrative's intent is to substantiate the fact that vehicular ownership and usage for demographics like that of the subject property, as evidenced in fully operational affordable housing communities developed by Blue Sky, is much lower than required per code.

THE TEAM

Sunrise Village is in the heart of an evolving urban/suburban landscape. With direct access to the Okeechobee Rd corridor, Sunrise Village emerges as a transformative initiative, set to redefine the living experience for families that earn at or lower than 60% of the area median income (AMI). In the collaborative venture that is Sunrise Village, Blue Sky Communities has found a steadfast partner in Carteret Management. Blue Sky Communities serves as the Developer, while Carteret Management undertakes the responsibility of administering property management and resident programs services. Blue Sky Communities, as the Developer, brings its unique expertise and philosophy to the table, aligning seamlessly with the City of Fort Pierce's own vision for developing communities that not only provide a higher quality lifestyle but also make a lasting impact on society in general. This shared commitment to creating spaces that go beyond mere structures is evident in the unified approach the parties involved bring to the endeavor. Carteret Management, in its role as the provider of property management services, adds a layer of expertise to ensure the flawless functioning and maintenance of Sunrise Village as well as facilitating a complex array of resident services. Their partnership with Blue Sky evidences a shared dedication to excellence in managing the property, contributing to the overall success and sustainability of this transformative initiative.

Blue Sky Communities:

Since 2012, Blue Sky has been inspiring positive change in communities across Florida through high-quality workforce housing development.

As a developer and owner of multifamily affordable housing using the Federal Housing Credits program, Blue Sky is a leading advocate for helping nonprofit groups and local governments reach their affordable housing goals by developing state of the art, environmentally sound affordable housing units. Through partnerships, Blue Sky helps these groups by developing neighborhood assets that stakeholders can be proud of for decades.

Carteret Management

Formed in 1971, Carteret has multi-generational knowledge of how to properly manage workforce housing. Carteret's first four decades were focused on developing expertise in various HUD programs, including Sections 202, 236 and 8 of the National Housing Act. To this resume, Carteret has added extensive work in the Low-Income Housing Tax Credit (LIHTC) program and other often-related programs such as SAIL, HOME, SHIP, state and local Bond programs, and NHTF.

Carteret's property management services include the oversight of all day-to-day duties and responsibilities necessary for the professional management of a property, including, but not limited to, 24-hour response, building systems maintenance, marketing and leasing, comprehensive accounting services, staff management and training, building and grounds maintenance, and supervision of renovations and repairs to buildings. Their commitment to physical maintenance, curb appeal and resident satisfaction is unparalleled in the affordable housing world. Carteret takes an active approach to achieving strong resident relations, strict programmatic compliance, and excellent physical asset management. From initial contact with applicants through the move in process, management works with tenants to understand property rules and establish parameters for being a good neighbor. On-site staff works hand-in hand with regional teams and a third-party compliance company to ensure that tenant qualifications are handled in a thorough and proper manner. Ongoing interaction with the residents allows management to address any concerns, mediate conflicts, and encourage positive community spirit. Carteret also places emphasis on regular site inspections and proactive maintenance plans to ensure that the physical asset is maintained at the highest standard.

Carteret is an Accredited Management Organization through the Institute of Real Estate Management (IREM), with Laurel Macdonald, President of Carteret, as its executive CPM, and is also certified as a Woman Business Enterprise ("WBE") through National Women Business Owners Corporation ("NWBOC") and the City of Tampa through the Minority and Small Business Development certification program. Carteret's leadership team and on site staff hold various designations including BOS, COS, C3P, HCCP, TCS, CAMT, CPO and EPA certifications.

Carteret's comprehensive approach to management services has contributed to five decades of success in the oversight of affordable housing properties. We invite you to drive by Carteret's managed communities, we think you will be impressed with the cleanliness and state of repair, as well as overall curb appeal of these properties.

OUR RESIDENTS AND PROGRAMS

Sunrise Village will serve families earning at or below 60% of the area median income (AMI). The primary focus of the community is to offer, through our management staff, at no cost to the resident, the following programs to support our residents and their families:

Health and Wellness programs:

Staff will provide on-site health and wellness services which include, but not be limited to, clinical health care needs such as blood pressure monitoring, pulse, temperature, cholesterol, glucose and other wellness screenings, as well as health education and nutrition. We will partner with community health care providers and provide the space for services to be delivered, including offices for a service coordinator, nurse and other health or social services providers as well as group health education.

Employment Assistance Programs:

Staff will provide workshops/meetings offering employment counseling by a knowledgeable employment counselor. Such a program includes employability skills workshops providing

instruction in the basic skills necessary for getting, keeping, and doing well in a job. Relevant areas of instruction include:

• Evaluation of current job skills.

• Assistance in setting job goals.

• Assistance in development of and regular review/update of an individualized plan for each participating resident.

• Resume assistance.

• Interview preparation.

• Placement and follow-up services.

Financial Management Programs:

Staff will provide a series of classes to provide residents training in various aspects of personal financial management:

• Financial budgeting and bill-paying including training in the use of technologies and web-based applications.

• Tax preparation including do's and don'ts, common tips, and how and where to file, including electronically.

• Fraud prevention including how to prevent credit card and banking fraud, identity theft, computer hacking and avoiding common consumer scams.

• Retirement planning & savings options including preparing a will and estate planning.

• Homebuyer education including how to prepare to buy a home, and how to access to first-time homebuyer programs in the county in which the development is located.

Our ultimate purpose is to ensure that our residents, and their families are supported and in route to thriving as individuals and as members of the community. Blue Sky and our management partner Carteret Management Corporation will always strive to improve not just the physical aspects of the development but also the social and human interactions of our residents to positively impact the community as a whole enhancing life in the City of Ft. Pierce for years to come.

PARKING PROPOSAL

We believe, based on physical observation and data from our fully operational developments of similar demographic, that the amount of parking required per code will be excessive. As illustrated in the parking study utilizing the actual observations at Blue Sky Landing -which caters to a similar demographic-, the amount of parking spaces required to service the needs of Sunrise Village is 98 spaces. We are presently proposing 106 units (1 space per unit) which exceeds the number of spaces called for in the study. We believe our current proposition ensures ample parking for our residents and visitors while achieving the City's Innovative Design objective of reducing the amount of impervious area promoting enhanced landscaping and green areas with pedestrian access creating a relaxing and community friendly environment. Our proximity transit and the likely option of adding a bus stop close to our location will enhance walkability, "bikability" and a lesser dependency on automobile usage.

CONCLUSION

The average Peak Parking Demand ratio per bedroom for Blue Sky Landing, a similar demographic and less than 2 miles away, observed is 0.52 (316 bedrooms). Applying this percentage to the 106 units proposed at Sunrise Village (188 bedrooms X 0.52) results in 98 parking spaces required. The proposed 106 spaces provided should be sufficient to accommodate the parking needs of our future residents.

TRUCKIN TRAFFIC, LLC
721 Gulf Boulevard, Suite 200
Indian Rocks Beach, Florida 33785
(727) 647-8196

TRAFFIC IMPACT STATEMENT

TO: City of Fort Pierce

FROM: Jane A. Caldera, P.E.

COPY TO: Ash Leyva – Blue Skey Communities
Jerrod Purser - WGI

DATE: February 19, 2025

SUBJECT: De Minimis Impact Request
3000 Okeechobee Rd - Sunrise Village
Property Control Number: 2417-504-0020-001-6

This Traffic Impact Statement has been prepared to provide the City of Fort Pierce with the pertinent traffic data needed to review and approved an application for exemption to City Code Chapter 150 - CONCURRENCY MANAGEMENT - Sec. 105-6. - Concurrency assessment, based on meeting the De-Minimis impact criteria per Sec. 105.6(b)(2) for the Sunrise Village Affordable Housing development project.

The Sunrise Village major site plan application is for a 106 unit affordable housing development planned on a 6.8 acre parcel location on the northeast quadrant of Okeechobee Road and S 31st Street in the City of Fort Pierce. The site location and area roadways are shown in Figure 1 below.

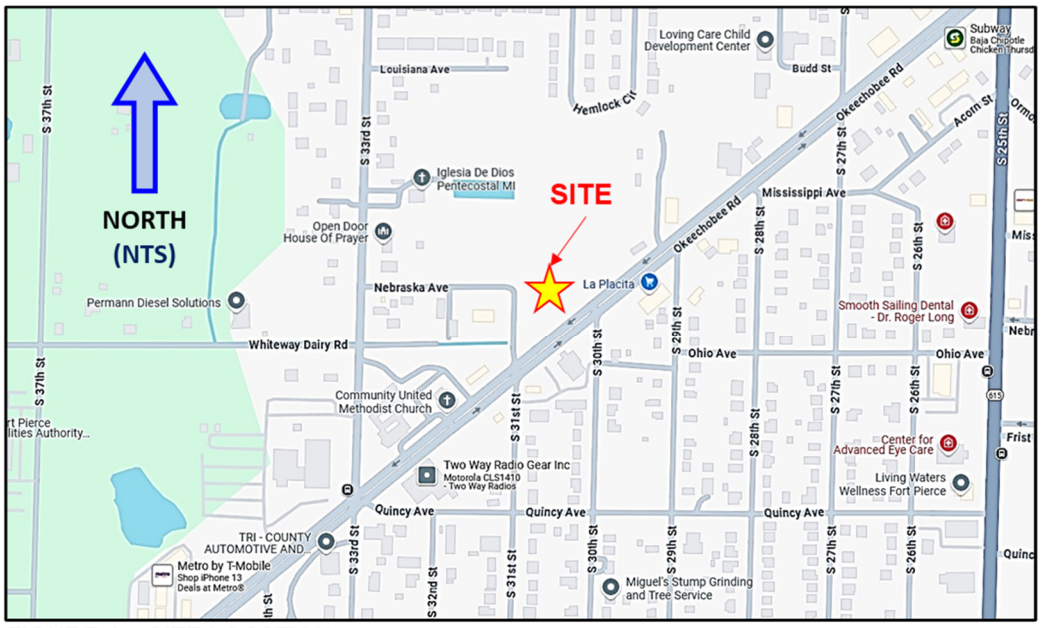


FIGURE 1 – SITE LOCATION

TRIP GENERATION:

The trip generation estimates for the proposed affordable housing development were based on the trip rates contained in the 11th Edition of the Institute of Transportation of Engineers (ITE) Trip Generation Manual. Tables 1, 2 and 3 below contain the trip generation calculations associated with the 106 unit affordable housing development.

TABLE 1 - DAILY TRIP GENERATION ESTIMATES

ITE Land-Use Category	ITE Land-Use (Code)	Independent Variable	(1) ITE Ave Rate	Size	Total Trips	In	Out
PROPOSED LAND-USE							
Affordable Housing	223	DWELLING UNITS	4.81	106	510	255	255

(1) The Trip Generation Rates were obtained from ITE Trip Generation Manual, 11th Edition.

TABLE 2 - AM PEAK HOUR TRIP GENERATION ESTIMATES

ITE Land-Use Category	ITE Land-Use (Code)	Independent Variable	(1) ITE Ave Rate	Size	Total Trips	In	Out
PROPOSED LAND-USE							
Affordable Housing	223	DWELLING UNITS	0.36	106	38	11	27

(1) The Trip Generation Rates were obtained from ITE Trip Generation Manual, 11th Edition.

TABLE 3 - PM PEAK HOUR TRIP GENERATION ESTIMATES

ITE Land-Use Category	ITE Land-Use (Code)	Independent Variable	(1) ITE Ave Rate	Size	Total Trips	In	Out
PROPOSED LAND-USE							
Affordable Housing	223	DWELLING UNITS	0.46	106	49	29	20

(1) The Trip Generation Rates were obtained from ITE Trip Generation Manual, 11th Edition.

SITE TRAFFIC DISTRIBUTION:

The site traffic distribution for this development was determined based on the area demographics and the area roadway network. Figure 2 below displays the traffic distribution.



FIGURE 2 – SITE TRAFFIC DISTRIBUTION

DETERMINATION OF DE MINIMIS IMPACT:

Florida law defines de minimis impact as "an impact that would not affect more than 1 percent of the maximum volume at the adopted level of service of the transportation facility as determined by the local government." (§163.3180(6), F.S.)

Fort Pierce City Code Sec.105.6(b)(2) defines 'De minimis impacts" as follows:

a. *An impact that would not affect more than one percent of the maximum volume at the adopted level of service of the affected transportation facility as determined by the director of planning.*

b. *An impact for which the sum of existing roadway volumes and the projected volumes from approved projects on a transportation facility does not exceed 110 percent of the maximum volume at the adopted level of service of the affected transportation facility.*

c. *An impact that would not exceed the adopted of service standard of any affected designated hurricane evaluation routes.*

Table 4 below contains the relevant traffic data used to calculate the site traffic as a percentage of maximum service volume.

TABLE 4
DETERMINATION OF DE MINIMIS IMPACT TEST

Road Name	Limits	Functional Class (1)	Context Class (1)	No. of Lanes	LOS STD (2)	2-Way PK-HR Capacity MSV (3)	Site Traffic Dist.	PM Net New Trips (2-way)	Site Traffic as % of MSV at LOS STD	De minimis Impact Threshold	De minimis Impact
Okeechobee Road	33rd ST to Site Access Driveway/30th ST	Urban Minor Arterial	C4 - Urban General	4D	D	3,250	45%	22.1	0.7%	<= 1%	YES
Okeechobee Road	Site Access Driveway/ 30th ST to 25th ST	Urban Minor Arterial	C4 - Urban General	4D	D	3,250	55%	27.0	0.8%	<= 1%	YES
						PM PEAK-HOUR SITE TRAFFIC (2-WAY)		***49***			

(1) FDOT GIS Maps

(2) City of Fort Pierce Code Sec. 105-6.(e) Level of service standards and review criteria. Table B. Level of Service Standards.

(3) FDOT 2023 Multimodal Quality/Level of Service Handbook, Appendix B: Florida's Generalized Service Volume Tables

As indicated in the table above, the minimal amount of peak hour traffic estimated to be generated by this site falls below the one percent threshold, therefore criteria (a) is satisfied.

According to the Traffic Counts and Level of Service Report 2024, prepared by the St Lucie Transportation Planning Organization (TPO), the adjacent transportation facility, Okeechobee Road Station ID 689), is operating well below the 110 percent of the maximum volume; therefore criteria (b) and (c) are satisfied. A copy of the relevant page from the St Lucie TPO report is attached to this statement.

As indicated in this Traffic Impact Statement, the Sunrise Village affordable housing project meets the de minimis impact thresholds requirements and can be granted an exemption to City Code Chapter 105 - CONCURRENCY MANAGEMENT.

Please contact me if you have any questions or need additional information to deem this project as having de minimis impact on the adjacent roadway.

St. Lucie Transportation Planning Organization

Coco Vista Centre
466 SW Port St. Lucie Blvd, Suite 111
Port St. Lucie, FL 34953
772-462-1593 www.stlucietpo.org

Traffic Counts and Level of Service Report
2024

Roadway Name	Location	STATION ID	2024 AADT *	Last Physical Count Year	Pk Hr Service Capacity	AM Pk Hr Pk Dir			PM Pk Hr Pk Dir		
						Volume	LOS	V/C	Volume	LOS	V/C
OKEECHOBEE RD	BLUEFIELD RD to CARLTON RD	687	9,900	2024	2,000	536	B	0.27	542	B	0.27
OKEECHOBEE RD	CARLTON RD to SNEED RD	940039	9,696	2023							
OKEECHOBEE RD	IDEAL HOLDING RD to HEADER CANAL RD	940039	9,696	2023							
OKEECHOBEE RD	SNEED RD to IDEAL HOLDING RD	940039	9,696	2023							
OKEECHOBEE RD	HEADER CANAL RD to MIDWAY RD	940039	9,696	2023							
OKEECHOBEE RD	MIDWAY RD to SHINN RD	940039	9,696	2023							
OKEECHOBEE RD	SHINN RD to MCCARTY RD	940195	7,267	2023							
OKEECHOBEE RD	MCCARTY RD to FLORIDA'S TURNPIKE	940025	10,118	2023							
OKEECHOBEE RD	FLORIDA'S TURNPIKE to KINGS HWY	940025	10,118	2023							
OKEECHOBEE RD	KINGS HWY to CROSSROADS PKWY	940748	24,489	2023							
OKEECHOBEE RD	CROSSROADS PKWY to I-95	940106	26,459	2023							
OKEECHOBEE RD	I-95 to JENKINS RD	940029	33,776	2023							
OKEECHOBEE RD	JENKINS RD to MCNEIL RD	940029	33,776	2023							
OKEECHOBEE RD	MCNEIL RD to VIRGINIA AVE	940742	32,311	2023							
OKEECHOBEE RD	VIRGINIA AVE to HARTMAN RD	688	13,178	2023	2,100	681	C	0.32	672	C	0.32
OKEECHOBEE RD	HARTMAN RD to 35TH ST	688	13,178	2023	1,630	681	C	0.42	672	C	0.41
OKEECHOBEE RD	35TH ST to 33RD ST	689	15,615	2023	1,630	813	D	0.50	778	D	0.48
OKEECHOBEE RD	33RD ST to 25TH ST	689	15,615	2023	1,630	813	D	0.50	778	D	0.48
OKEECHOBEE RD	25TH ST to GEORGIA AVE	690	11,736	2023	1,630	680	C	0.42	603	C	0.37
OKEECHOBEE RD	GEORGIA AVE to DELAWARE AVE	690	11,736	2023	1,710	680	C	0.40	603	C	0.35
OLD DIXIE HWY	US 1 to SR A1A NORTH	691	436	2022	790	68	C	0.09	64	C	0.08
OLD DIXIE HWY	SR A1A NORTH to ST LUCIE BLVD	948521	1,820	2023	750	85	C	0.11	85	C	0.11
OLD DIXIE HWY	ST LUCIE BLVD to INDRIO RD	227	1,785	2022	790	145	C	0.18	106	C	0.13
OLD DIXIE HWY	INDRIO RD to INDIAN RIVER C.L.	948523	1,495	2023	870	70	C	0.08	70	C	0.08
OLEANDER AVE	BEACH AVE to KITTERMAN RD	692	2,997	2021	540	173	C	0.32	196	C	0.36
OLEANDER AVE	KITTERMAN RD to MIDWAY RD	141	6,174	2021	750	359	C	0.48	359	C	0.48
OLEANDER AVE	MIDWAY RD to WEATHERBEE RD	139	6,049	2023	750	342	C	0.46	345	C	0.46
OLEANDER AVE	WEATHERBEE RD to BELL AVE	139	6,049	2023	540	342	D	0.63	345	D	0.64
OLEANDER AVE	BELL AVE to FARMER'S MARKET RD	240	9,400	2024	540	465	D	0.86	461	D	0.85
OLEANDER AVE	FARMER'S MARKET RD to EDWARDS RD	240	9,400	2024	750	465	D	0.62	461	D	0.61
OLEANDER AVE	EDWARDS RD to WISTERIA AVE	505	9,200	2024	750	590	D	0.79	518	D	0.69
OLEANDER AVE	WISTERIA AVE to GARDENIA AVE	505	9,200	2024	540	590	F	1.09	518	D	0.96

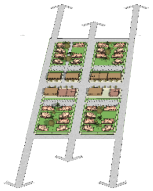
* **NOTE:** A six digit number in the "STATION ID" column identifies segment counted by FDOT. FDOT count stations use standard K and D factors to determine peak hour values.
Peak hour data is not available for locations on State roads due to differences in data availability, LOS Methodologies, and service level thresholds.
Please refer to FDOT sources for detailed data on FDOT traffic counts.

* Volumes shown were adjusted using FDOT Seasonal Factors
* AADT = Annual Average Daily Traffic (volumes for both directions where applicable)

*** NOTE:** If the Last Count Year is older than the year of the report, the AADT is projected from historical traffic count data.

C2T, C4, C5, & C6

Motor Vehicle Arterial Generalized Service Volume Tables



(C2T-Rural Town)

Peak Hour Directional

	B	C	D	E
1 Lane	*	720	940	**
2 Lane	*	1,140	1,640	**
3 Lane	*	2,120	2,510	**

Peak Hour Two-Way

	B	C	D	E
2 Lane	*	1,310	1,710	**
4 Lane	*	2,070	2,980	**
6 Lane	*	3,850	4,560	**

AADT

	B	C	D	E
2 Lane	*	13,800	18,000	**
4 Lane	*	21,800	31,400	**
6 Lane	*	40,500	48,000	**



(C4-Urban General)

	B	C	D	E
1 Lane	*	*	870	1,190
2 Lane	*	1,210	1,790	2,020
3 Lane	*	2,210	2,810	2,990
4 Lane	*	2,590	3,310	3,510

	B	C	D	E
2 Lane	*	*	1,580	2,160
4 Lane	*	2,200	3,250	3,670
6 Lane	*	4,020	5,110	5,440
8 Lane	*	4,710	6,020	6,380

	B	C	D	E
2 Lane	*	*	17,600	24,000
4 Lane	*	24,400	36,100	40,800
6 Lane	*	44,700	56,800	60,400
8 Lane	*	52,300	66,900	70,900

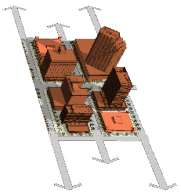


(C5-Urban Center)

	B	C	D	E
1 Lane	*	*	690	1,080
2 Lane	*	1,290	1,900	2,130
3 Lane	*	1,410	2,670	3,110
4 Lane	*	2,910	3,560	3,640

	B	C	D	E
2 Lane	*	*	1,250	1,960
4 Lane	*	2,350	3,450	3,870
6 Lane	*	2,560	4,850	5,650
8 Lane	*	5,290	6,470	6,620

	B	C	D	E
2 Lane	*	*	13,900	21,800
4 Lane	*	26,100	38,300	43,000
6 Lane	*	28,400	53,900	62,800
8 Lane	*	58,800	71,900	73,600



(C6-Urban Core)

	B	C	D	E
1 Lane	*	***	790	1,030
2 Lane	*	***	1,490	1,920
3 Lane	*	***	2,730	2,940
4 Lane	*	***	3,250	3,490

	B	C	D	E
2 Lane	*	***	1,440	1,870
4 Lane	*	***	2,710	3,490
6 Lane	*	***	4,960	5,350
8 Lane	*	***	5,910	6,350

	B	C	D	E
2 Lane	*	***	16,000	20,800
4 Lane	*	***	30,100	38,800
6 Lane	*	***	55,100	59,400
8 Lane	*	***	65,700	70,600

Adjustment Factors

The peak hour directional service volumes should be adjust by multiplying by 1.2 for one-way facilities
The AADT service volumes should be adjusted by multiplying 0.6 for one way facilities 2 Lane Divided Roadway with an Exclusive Left Turn Lane(s): Multiply by 1.05
2 lane Undivided Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.80

Exclusive right turn lane(s): Multiply by 1.05
Multilane Undivided Roadway with an Exclusive Left Turn Lane(s): Multiply by 0.95
Multilane Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.75
Non-State Signalized Roadway: Multiply by 0.90

This table does not constitute a standard and should be used only for general planning applications. The table should not be used for corridor or intersection design, where more refined techniques exist.
* Cannot be achieved using table input value defaults.
** Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached.

CONSENT FORM

Project Name: Blue Sky - Sunrise Village

I hereby give consent to Jerrod Purser (WGI, Inc.) (Agent/Representative) to act on my behalf, to submit or have submitted this application and all required material and documents, and to attend and represent me at all meetings and public hearings pertaining to the application(s) indicated above.

APPLICANT

Shawn Wilson - Manager, Blue St. Lucie, LLC
Name – printed)

(Signature)

180 Fountain Parkway N Suite 100
(Address)

St. Petersburg, FL 33716
(City, State, Zip)

OWNER Arrow Investment Group,LLC

Mustafa E Altinok-Authorized Member
Name – printed)

(Signature)

212 Lone Pine Dr
(Address)

Palm Beach Gardens ,Florida ,33410
(City, State, Zip)

NOTARY PUBLIC INFORMATION:

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 18 day of February, 2025 by Mustafa E Altinok (name of person acknowledging). He/she is personally known to me or has produced FL Driver License (type of identification) as identification and did/did not take an oath (circle correct response).

Moses Louis-Charles
(Name - type, stamp or print clearly)

Signature

My Commission Expires on: October 28, 2028

MOSES LOUIS-CHARLES
MY COMMISSION # HH 607106
EXPIRES: October 28, 2028

PARKING DEMAND STUDY

For

SUNRISE VILLAGE

3000 Okeechobee Road
Fort Pierce, Florida 34947

Prepared for:

BLUE SKY COMMUNITIES, LLC
180 Fountain Parkway N, Suite 100
St. Petersburg, Florida 33716

Prepared by:

HIGH POINT ENGINEERING, INC
5005 W. Laurel Street, Suite 201
Tampa, Florida 33607

Date: January 24, 2025

PARKING DEMAND STUDY

INTRODUCTION

This report summarizes the results of a parking demand study for Sunrise Village. The proposed affordable housing development for working families is planned to be constructed on the property located at 3000 Okeechobee Road in Fort Pierce, St. Lucie County, Florida. Based on the analysis provided herein, on average, a future resident of this development will possess less than one vehicle per bedroom. This parking demand study has been prepared as technical support for a parking waiver request to approve a total of 106 on-site surface parking spaces, for the proposed 106-dwelling unit multi-family affordable housing project. The referenced property will have full access to and from Okeechobee Road.

BACKGROUND

The project site is located on the north side of Okeechobee Road, north of Virginia Avenue (State Road 70) in Section 17, Township 35 South, Range 40 East within the incorporated area of the City of Fort Pierce. The property is identified by the St. Lucie County Property Appraiser's Office with parcel identification number 2417-504-0020-001-6. The total site area is approximately 6.57 acres and is bounded by Okeechobee Road to the south, commercial, institutional, and office properties to the east and west, and a residential subdivision to the north. The property is currently vacant and undeveloped.

The proposed Sunrise Village development will consist of three (3) 3-story low-rise buildings, including 106 dwelling units containing 38 units of 1 bedroom, 54 units of 2 bedrooms, and 14 units of 3 bedrooms for a total of 188 bedrooms (i.e., average unit mix of 1.77 bedrooms per dwelling unit), 106 surface parking spaces (i.e., 0.56 spaces per bedroom), a stormwater collection system that will discharge stormwater run-off generated within the property to the onsite detention pond, sanitary sewer system, potable water service for domestic consumption and fire protection, and Florida native drought tolerant landscape. The proposed development is planned in a single phase. The setbacks, drainage, parking, and landscaping are designed to support the proposed development of the property.

The City of Fort Pierce Land Development Code (LDC) Section 125-315 requires 1.5 spaces for each dwelling unit parking ratio for triplexes, quadraplexes and multifamily housing developments. The City of Fort Pierce LDC minimum required vehicle parking for the proposed apartment complex is 159 parking spaces. Further, City of Fort Pierce LDC requires one short-term bicycle parking space per 10 dwelling units, 2 bicycle parking spaces minimum. The proposed site layout and parking plan prepared by WGI shows a total of 106 vehicle parking spaces on-site including 5 accessible parking spaces plus 42 parking spaces including 24 covered and secured bicycle parking spaces and 18 exterior bicycle parking spaces. Off-street motor vehicle parking space requirements may be reduced by one vehicular parking space for every ten long-term bicycle parking spaces provided up to a total maximum reduction of five motor vehicle parking spaces. Consequently, when considering both vehicular and long-term bicycle parking, the total parking supply ratio provided by the proposed Sunrise Village Apartments is 1.0 parking spaces per dwelling unit, representing a deficit from the Code requirements of 48 parking spaces.

Parking ratios per dwelling unit may not accurately reflect the actual parking demand generated by a residential development. This is attributed to the fact that the relation between the number of drivers and the various dwelling unit sizes in any apartment complex cannot be adequately captured by measuring parking ratios per unit. For example, a one-bedroom dwelling might be associated with a single resident driver or a couple of drivers. In contrast, a two-bedroom dwelling or three-bedroom dwelling considers the likelihood of a larger household with one adult driver or multiple drivers and with or without teenage drivers. Therefore, a parking study aligned with the number of bedrooms provides a more accurate representation of the parking demand within a multifamily apartment development.

According to ITE Parking Generation Manual 6th Edition, it is expected that the number of bedrooms and number of residents are likely correlated to the parking demand generated by a residential site. Parking studies of multifamily housing should attempt to obtain information on occupancy rate and on the mix of residential unit sizes (i.e., number of units by number of bedrooms at the site complex).

The City of Fort Pierce LDC currently does not specify parking ratios per bedroom for multi-family land use. Thus, the focus of this parking study was to determine the Peak Period Parking Demand per bedroom for affordable housing developments for families that can be used in the City of Fort Pierce in support of a request for a reduction in parking. The City of Fort Pierce LDC Sec. 125-243. Innovative Community Development - Ordinance No. 24-032 allows for reductions in required on-site parking to create community-oriented developments. Per Ordinance No. 24-032, innovation can be achieved by use of material, solar juxtaposition, clustering, positive environmental impacts, energy efficiency, economic sustainability and by employing methods to achieve distinctiveness and excellence in siting, design, pedestrian accessibility, and landscaping. The use of parking estimates derived from studies by ULI, ITE, or the Traffic Institute, along with data collected from uses or combinations of uses similar to the proposed use, is a valid alternative to support a reduction in the required on-site parking as part of an innovative community development approach. Density, scale, bulk, area, type of activity, and location shall determine comparability.

There is an affordable housing project in the City of Fort Pierce with similar demographics near the project site. This project was selected due to their geographic location and similarity to the proposed development to estimate future parking demand for the proposed Sunrise Village development.

See Attached:

- *Site Location (Exhibit A)*
- *Proposed Parking Layout (Exhibit B)*

DATA COLLECTION AND EXISTING CONDITIONS

Parking observations were conducted at a nearby affordable housing apartment complex, Blue Sky Landing, located at 100 Blue Sky Circle in Fort Pierce. This existing development was selected for the parking demand study due to its similarities in geographic location, land use, number of units, and number of bedrooms.

Data Collection at Blue Sky Landing

Blue Sky Landing is an affordable housing community located on the north side of Okeechobee Road (State Road 70) on the west side of McNeil Road, within the incorporated area of the City of Fort Pierce. The Blue Sky Landing development is located approximately 1.9 miles south of the proposed Sunrise Village development. Blue Sky Landing is comprised of four (4) 4-story low-rise buildings including 164 dwelling units distributed in 4 studios, 36 units of 1 bedroom, 96 units of 2 bedrooms, 28 units of 3 bedrooms, for a total of 316 bedrooms (i.e., average unit mix of 1.93 bedrooms per dwelling unit). At the time of this study, the apartment complex had an occupancy level of 100%. Blue Sky Landing has a surface parking lot with a total of 246 spaces (i.e., 0.78 parking space per bedroom). Parking observations at this location took place on Monday November 18, 2024, from 4:00 am to 8:00 am and from 8:00 pm to 12:00 am. The observations consisted of identifying the number of parking spaces occupied at 5-minute intervals. The weather conditions during the observations were cloudy with temperatures around 70°F.

The observations indicate the highest peak period parking demand ratio occurred between 10:00 pm and 11:00 pm. At 10:25 pm, 163 parking spaces of the 246 parking spaces were occupied and 83 parking spaces were available. The computed Peak Parking Demand Ratio vs Bedrooms was 0.52 spaces per bedroom. At 4:00 am, the apartment complex exhibited a parking demand ratio of 0.48 spaces per bedroom and at 8:00 pm a ratio of 0.42 spaces per bedroom. Furthermore, the observation taken at midnight showed that Blue Sky Landing had a parking demand ratio of 0.51 spaces per bedroom.

See Attached:

- *Peak Period Parking Demand Summary Tables for Observation Taken on* Monday November 18, 2024 *(Exhibit C)*
- *Peak Period Parking Demand Ratio vs Bedrooms and Peak Period Parking Demand Ratio vs Dwelling Units Graphs for Observation Taken on* Monday November 18, 2024 *(Exhibit D)*

PARKING DEMAND ANALYSIS

According to Blue Sky Communities, LLC, the developer of Sunrise Village, the proposed development is an affordable housing community for families that will consist of 106 dwelling units distributed in three (3) 3-story low-rise buildings with a total of 188 bedrooms.

Exhibits C and D summarize the Peak Parking Demand Ratio vs Bedrooms measured at Blue Sky Landing. The Peak Parking Demand Ratio vs Bedrooms measured during the day of observations was less than the proposed onsite parking spaces per bedroom. The Peak Parking Demand Ratio vs Bedrooms measured at Blue Sky Landing is 0.52 spaces per bedroom.

Blue Sky Landing serves the same geographic area (i.e., urban setting) as Sunrise Village. The land use, number of units, mix of units, number of bedrooms, and demographic group (i.e., families) for the existing Blue Sky Landing is comparable with the same features as the proposed Sunrise Village. Blue Sky Landing is surrounded by the same collector/arterial road (i.e., State Road 70) and in proximity to bus transit and public transportation routes. Because of these similarities, the Peak Parking Demand Ratios observed at Blue Sky Landing is considered adequate technical support to estimate the future peak parking demand of Sunrise Village.

Further, the proposed residential unit mix for Sunrise Village is 36% of 1 bedroom, 51% of 2 bedrooms, and 13% of 3 bedrooms. Blue Sky Landing has a unit mix of 24% of studio and 1 bedroom, 58% of 2 bedrooms, and 17% of 3 bedrooms. Accordingly, Sunrise Village's unit mix of two-bedroom and three-bedroom units will align closely with the unit mix at Blue Sky Landing.

In terms of average dwelling unit size, Sunrise Village is projected to have 1.77 bedrooms per unit (i.e., 188 bedrooms / 106 dwelling units). The average unit size is 92% of 1.93 bedrooms per unit (i.e., 316 bedrooms / 164 dwelling units) for Blue Sky Landing.

Site Name	**Blue Sky Landing**
Project Size	**164 Dwelling Units**
Occupancy	**100%**
Average Unit Mix	**1.93 Bedrooms per Unit**
Parking Facility	**246 Spaces**
Parking Supply	**0.78 Spaces per Bedroom**
Observation Day	**Monday (11/18/24)**
4:00 am - 5:00 am	0.48
5:00 am - 6:00 am	0.47
6:00 am - 7:00 am	0.44
7:00 am - 8:00 am	0.34
8:00 pm - 9:00 pm	0.47
9:00 pm - 10:00 pm	0.49
10:00 pm - 11:00 pm	**0.52**
11:00 pm - 12:00 pm	0.51
Peak	**0.52**
Mean	**0.44**
Median	**0.47**
Mode	**0.51**
Range	**0.34 – 0.52**

Notes: Ratios rounded to two decimals.
Source: High Point Engineering, November 2024

The table above shows a statistical analysis of the parking demand observations at Blue Sky Landing in Fort Pierce based on vehicles per bedroom.

The observed Peak Parking Demand Ratio vs Bedroom in Blue Sky Landing, can be effectively extrapolated to forecast the future peak parking demand for Sunrise Village.

Applying Blue Sky Landing Peak Parking Demand Ratio to Sunrise Village yields:

0.52 spaces per bedroom x 188 bedrooms = 97.8 spaces.

Rounding to the nearest integer, the estimated parking demand for Sunrise Village is 98 spaces.

The above computed peak parking demand using the extrapolated Peak Parking Demand Ratio from Blue Sky Landing is less than the proposed parking supply. The likelihood that the expected peak parking demand for Sunrise Village can be accommodated by 106 parking spaces is acceptable.

Furthermore, Average Peak Period Parking Demand data from Institute of Transportation Engineers (ITE) Parking Generation, 6th Edition was also used to estimate the future parking demand for Sunrise Village as well as to compare the ITE published ratios with the results obtained from the observations taken at Blue Sky Landing.

The Institute of Transportation Engineers (ITE) Parking Generation, 6th Edition, offers a land use for affordable housing which is defined as all multifamily housing that is rented at below market rate to households that includes at least one employed member. Eligibility to live in affordable housing can be a function of limited household income and resident age (i.e., senior housing). For most of the study sites in the ITE Parking Generation, 6th Edition, 100 percent of the dwelling units are considered affordable. The ITE Parking Generation, 6th Edition does not provide information for Average Peak Period Parking Demand vs. Dwelling Unit Size (i.e., number of units by number of bedrooms per site) or separate parking rates for percentage of visitor parking.

The Average Peak Period Parking Demand Ratio to Bedrooms suggested by the ITE Parking Generation, 6th Edition, Affordable Housing – Income Limits subset, for estimating the off-street parking per bedroom required for workforce housing are as follows:

Weekday (Monday - Friday) in General Urban / Suburban Location:

Peak Period Parking Demand vs Bedrooms: 0.55 parked vehicles
Range of Rates: 0.29 – 0.85
Standard Deviation: 0.14
Number of Studies: 10
Average number of bedrooms: 101

Saturday in General Urban / Suburban Areas:

Peak Period Parking Demand vs Bedrooms: 0.27 parked vehicles
Range of Rates: 0.27 – 0.27
Standard Deviation: N/A
Number of Studies: 1
Average number of bedrooms: 44

Applying the Average Peak Period Parking Demand Ratio to Bedrooms recommended by the ITE Parking Generation, 6th Edition, Affordable Housing – Income Limits to Sunrise Village yields:

0.55 spaces per bedroom x 188 bedrooms = 103.4 spaces.

Rounding up, the estimated parking demand for Sunrise Village is 104 spaces.

The above ITE Parking Generation, 6th Edition Peak Period Parking Demand vs Bedrooms is less than the proposed parking supply rate of 0.56 spaces per dwelling unit. Particularly, the sites included the ITE Parking Generation Manual, 6th Edition spanned locations in Alabama, California, Connecticut, District of Columbia, Maryland, Massachusetts, New Jersey, and Oregon, encompassing survey periods in the 1990s and the 2010s. It's important to highlight that the study in ITE Parking Generation Manual, 6th Edition did not include sites in Florida. Additionally, the ITE Parking Generation Manual, 6th Edition, for Land Use 223 - Affordable

Housing – Income Limits, does not provide a 95% Confidence Interval due to the limited number of studies available for inclusion.

Likewise, the Average Peak Period Parking Demand Ratios to Dwelling Units suggested by the ITE Parking Generation, 6th Edition for estimating the minimum off-street parking required for Affordable Housing – Income Limits are as follows:

Weekday (Monday - Friday) in Urban / Suburban Areas:

Peak Period Parking Demand per Dwelling Unit: 1.00 parked vehicles
Range of Rates: 0.32 – 1.66
Standard Deviation: 0.28
Peak Period of Parking Demand: 10:00 pm – 5:00 am
Number of Studies: 30
Average number of Dwelling Units: 156

Saturday in Urban / Suburban Areas:

Peak Period Parking Demand per Dwelling Unit: 0.86 parked vehicles
Range of Rates: 0.61 – 1.28
Standard Deviation: 0.27
Peak Period of Parking Demand: 11:00 pm – 7:00 am
Number of Studies: 7
Average number of Dwelling Units: 176

Sunday in Urban / Suburban Areas:

Peak Period Parking Demand per Dwelling Unit: 0.96 parked vehicles
Range of Rates: 0.75 – 1.17
Standard Deviation: 0.23
Peak Period of Parking Demand: 11:00 pm – 7:00 am
Number of Studies: 3
Average number of Dwelling Units: 240

Applying the Average Peak Period Parking Demand Ratio to Dwelling Units in a Weekday recommended by the ITE Parking Generation, 6th Edition, Affordable Housing – Income Limits to Sunrise Village yields:

1.00 space per Dwelling Unit x 106 Units = 106 spaces.

Applying the Average Peak Period Parking Demand Ratio to Dwelling Units in a Sunday recommended by the ITE Parking Generation, 6th Edition, Affordable Housing – Income Limits to Sunrise Village yields:

0.96 space per Dwelling Unit x 106 Units = 101.8 spaces.

Rounding up, the estimated parking demand for Sunrise Village is 102 spaces.

The following table taken from ITE Parking Generation Manual, 6th Edition, presents a Time-of-Day distribution of parking demand on a weekday in a general urban/suburban setting for income limits land use category:

Percent of Weekday Peak Parking Demand	
Hour Beginning	**Income Limits**
4:00 a.m.	-
5:00 a.m.	100%
6:00 a.m.	94%
7:00 a.m.	85%
8:00 a.m.	77%
9:00 a.m.	73%
10:00 a.m.	71%
11:00 a.m.	-
5:00 p.m.	-
6:00 p.m.	79%
7:00 p.m.	83%
8:00 p.m.	90%
9:00 p.m.	93%
10:00 p.m.	97%
11:00 p.m.	-

See Attached:

- *Institute of Transportation Engineers (ITE) Parking Generation, 6th Edition Data Summary for Land Use: 223 Affordable Housing – Income Limits (Exhibit E)*

In addition, the following unique circumstances apply to the Sunrise Village site:

- The project is being developed with unassigned parking. The entire parking facility will be accessible to all future residents based on the order of their arrival.

- Future residents will have the opportunity to use public transit as an alternative method of transportation. Area Regional Transit Route 3 runs along Okeechobee Road (County Road 770) and South 33rd Street, with a convenient bus stop located at the corner of Okeechobee Road and South 33rd Street approximately a 5-minute walk to the southwest of the project site. Area Regional Transit Route 8 runs north-south along South 25th Street, with two convenient bus stops located at the corner of Ohio Avenue and South 25th Street and First Boulevard and South 25th Street approximately a 10-minute walk to the west of the project site.

CONCLUSION

The Peak Parking Demand Ratio per bedroom on a weekday for Affordable Housing – Limited Income in a general urban/suburban setting, as suggested by the ITE Parking Generation, 6th Edition (i.e., 0.55), is slightly higher than the Peak Parking Demand Ratio per bedroom measured at Blue Sky Landing (i.e., 0.52).

However, the Peak Parking Demand Ratio per bedroom observed at Blue Sky Landing in the City of Fort Pierce is considered better suited for projecting the Peak Parking Demand for Sunrise Village compared to the ratios suggested by the ITE Parking Generation, 6th Edition, due to the proximity to the project site, dwelling unit size, and demographic characteristics.

Therefore, the planned 106 parking spaces, equivalent to 0.56 spaces per bedroom for the proposed 106 dwelling units, are anticipated to meet the future parking demand for Sunrise Village during all periods.

If you have any questions regarding the information contained herein, please do not hesitate to contact me.

Sincerely,
HIGH POINT ENGINEERING, INC.



Braulio Grajales, P.E.
Principal Engineer

EXHIBITS

Exhibit A **Site Location**

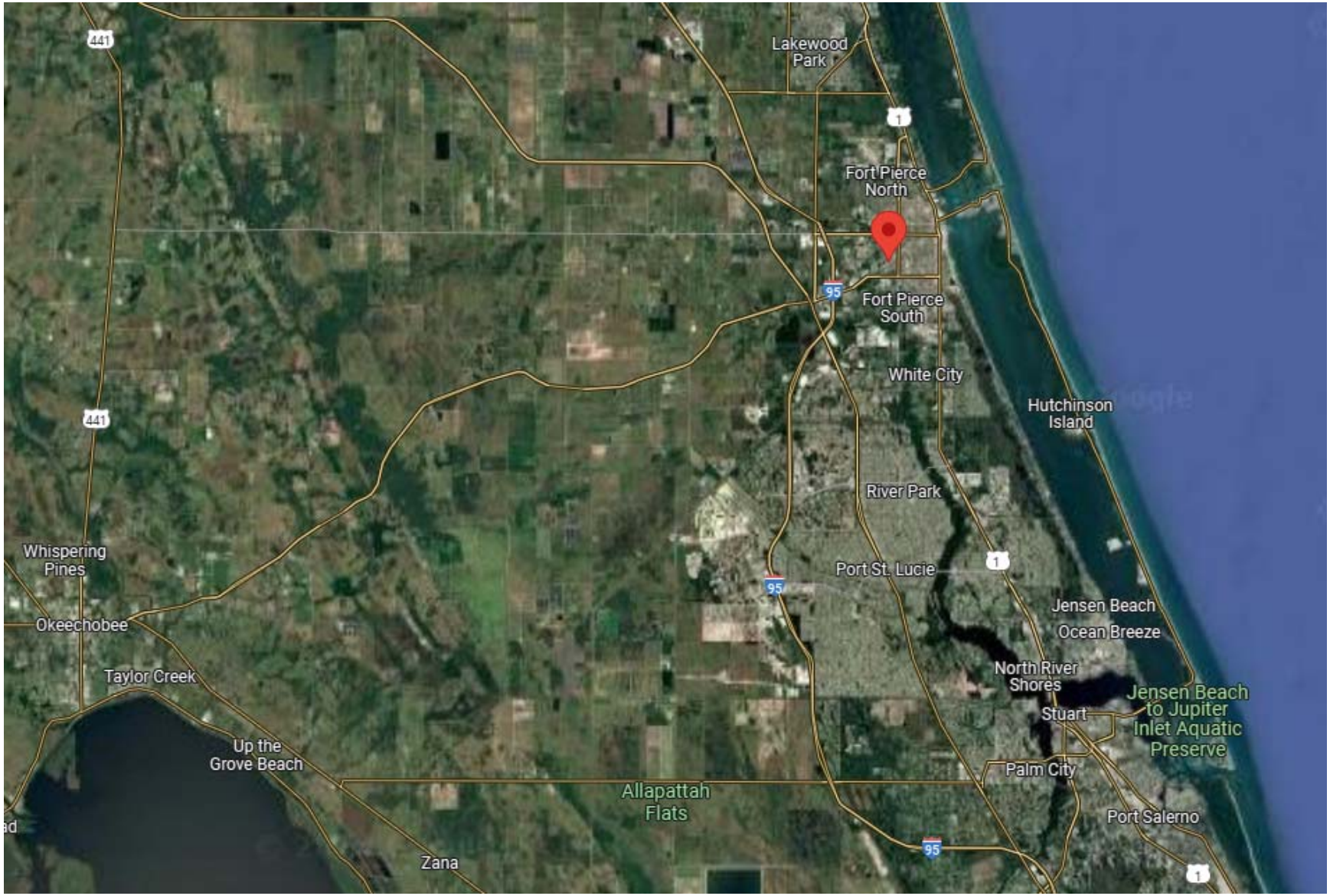
Exhibit B **Proposed Sunrise Village Site Layout & Parking Plan**

Exhibit C **Peak Period Parking Demand Summary Tables for Blue Sky Landing, Observations on Monday, November 18, 2024**

Exhibit D **Peak Period Parking Demand Ratio vs Bedrooms and Peak Period Parking Demand Ratio vs Dwelling Units Graphs for Blue Sky Landing, Observations on Monday, November 18, 2024**

Exhibit E **Institute of Transportation Engineers (ITE) Parking Generation, 6th Edition Data Summary for Land Use: 223 Affordable Housing – Income Limits**

EXHIBIT A

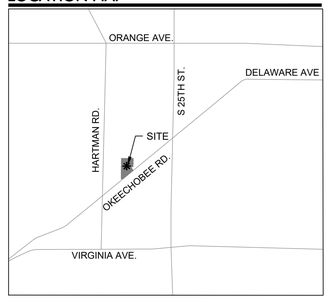


Sunrise Village
3000 Okeechobee Road
Fort Pierce, Florida 34947

EXHIBIT B



LOCATION MAP



N

0 25 50 100

SCALE: 1" = 50'

SITE DATA

APPLICATION NAME	TBD
ACCOUNT NUMBER	26668
EXISTING LAND USE DESIGNATION	RM
EXISTING ZONING DISTRICT	R-4
SEC 17 TOWN 35S	RANGE 40E
PROPERTY CONTROL NUMBER(S)	2417-504-0020-001-6
EXISTING USE	VACANT
PROPOSED USE	MULTIFAMILY
GROSS SITE AREA	6.80 AC.
PROPOSED GROSS DENSITY	15.6 DU/AC.
TOTAL UNITS PROPOSED	106 DU
TOTAL PARKING REQUIRED	159 SPACES
ACCESSIBLE PARKING REQUIRED	6 SPACES
TOTAL PARKING PROVIDED	106 SPACES
ACCESSIBLE PARKING PROVIDED	5 SPACES
BICYCLE SPACES REQUIRED	11 SPACES
BICYCLE SPACES PROPOSED	42 SPACES
COVERED BIKE SPACES	24 SPACES
EXTERIOR BIKE SPACES	18 SPACES
MAX BUILDING HEIGHT	45'
PROPOSED BUILDING HEIGHT	3 STORIES (45')
REC PROVIDED	0.1 AC.
LAKE/DRY DETENTION AREA	(15%) 1.02 AC.
LAKE PROPOSED	(15.2%) 1.03 AC.
MAX BUILDING LOT COVERAGE	(50%) 3.4 AC.
PROPOSED BUILDING LOT COVERAGE	(12.5%) 0.85 AC.

NOTES
1. PARKING REDUCTION REQUEST TO BE CONFIRMED

PROPERTY DEVELOPMENT REGULATION CHART

R-4 MF	MIN. LOT SIZE	MAX.LOT COVERAGE	MIN. BUILDING SETBACKS				MAX. BLDG. HEIGHT
			FRONT	SIDE STREET	SIDE	REAR	
REQUIRED	0.1 AC.	50%	25'	15'	10'	20'	45'
PROPOSED	6.80 AC.	50%	25'	42'	13.4'	231.8'	45' (3 STORIES)

DRAFT STAMP
2025-01-17
FOR INTERNAL DISCUSSION ONLY

LEGEND

AC. = ACRES
ADT = AVERAGE DAILY TRIPS
C.L. = CENTER LINE
C/W = CROSSWALK
D.E. = DRAINAGE EASEMENT
D.U. = DWELLING UNITS
EX. = EXISTING
FLU = FUTURE LAND USE
INC. = INCOMPATIBILITY
L.A.E. = LIMITED ACCESS EASEMENT
L.M.E. = LAKE MAINTENANCE EASEMENT
L.M.A.E = LAKE MAINTENANCE ACCESS EASEMENT
L.S.E.= LIFT STATION EASEMENT
O.R.B. = OFFICIAL RECORD BOOK
P.B. = PLAT BOOK
PDR = PROPERTY DEVELOPMENT REGULATIONS
PG. = PAGE
R = RADIUS
ROW = RIGHT-OF-WAY
R/W = RIGHT-OF-WAY
S.B. = SETBACK
S.F. = SQUARE FEET
S/W = SIDEWALK
T.B.A. = TO BE ABANDONED
TYP = TYPICAL
U.E. = UTILITY EASEMENT
ULDC = UNIFIED LAND DEVELOPMENT CODE
W = WORKFORCE HOUSING UNIT
WFH = WORKFORCE HOUSING
T.B.R. = TO BE RELEASED

NOT AUTHORIZED FOR CONSTRUCTION PRIOR TO FORMAL CITY APPROVAL

WGI
WGInc.com
2035 VISTA PARKWAY, WEST PALM BEACH, FLORIDA 33411
561.687.2220
CERT. NO. 6991

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

PREPARED UNDER THE SUPERVISION OF WGI, INC. ON 2025-01-17

INITIAL SUBMITTAL
JANUARY 00, 2023

BLUE SKY-SUNRISE
CITY OF FORT PIERCE, ST. LUCIE COUNTY, FL

CONCEPTUAL SITE PLAN

SHEET
CSP-1
1 OF 1

11038.00

SAVED: 12/7/2023 11:27 AM
PLOTTED: 12/7/2023 11:27 AM
PLOTTED BY: ISABELLA ENRIQUEZ
PATHNAME: G:\11038\Engr\Site Plan\Blue Sky-Sunrise-Ft Pierce\PLAN\CAD\11038DI-PL SITE.dwg

EXHIBIT C

PEAK PERIOD PARKING DEMAND SUMMARY

BLUE SKY LANDING - 100 BLUE SKY CIRCLE, FORT PIERCE, FLORIDA 34947

TOTAL DWELLING UNITS = 164, NUMBER OF BEDROOMS = 316, AVERGE SIZE OF DWELLING UNITS = 1.93 BEDROOMS

TOTAL PARKING SPACES AVAILABLE = 246 (NO VISITOR SPACES), PARKING SUPPLY = 0.78 PER BEDROOM

Observations Taken on Monday, November 18, 2024

Time Period	Peak Period Parking Spaces Used	Peak Period Unused Parking Spaces	Peak Period Parking Lot Occupancy (%)	Percent of Peak Period (%)	Peak Period Parking Demand (Per Bedroom)
4:00-5:00 AM	**153**	93	62%	94%	0.48
5:00-6:00 AM	**150**	96	61%	92%	0.47
6:00-7:00 AM	**138**	108	56%	85%	0.44
7:00-8:00 AM	**108**	138	44%	66%	0.34
	-	-	-	-	-
8:00-9:00 PM	**148**	98	60%	91%	0.47
9:00-10:00 PM	**155**	91	63%	95%	0.49
10:00-11:00 PM	**163**	83	66%	100%	0.52
11:00-12:00 PM	**162**	84	66%	99%	0.51

PEAK PERIOD PARKING DEMAND SUMMARY

BLUE SKY LANDING - 100 BLUE SKY CIRCLE, FORT PIERCE, FLORIDA 34947

TOTAL DWELLING UNITS = 164, OCCUPANCY = 164 DWELLING UNITS, PERCENTAGE OF OCCUPANCY = 100%

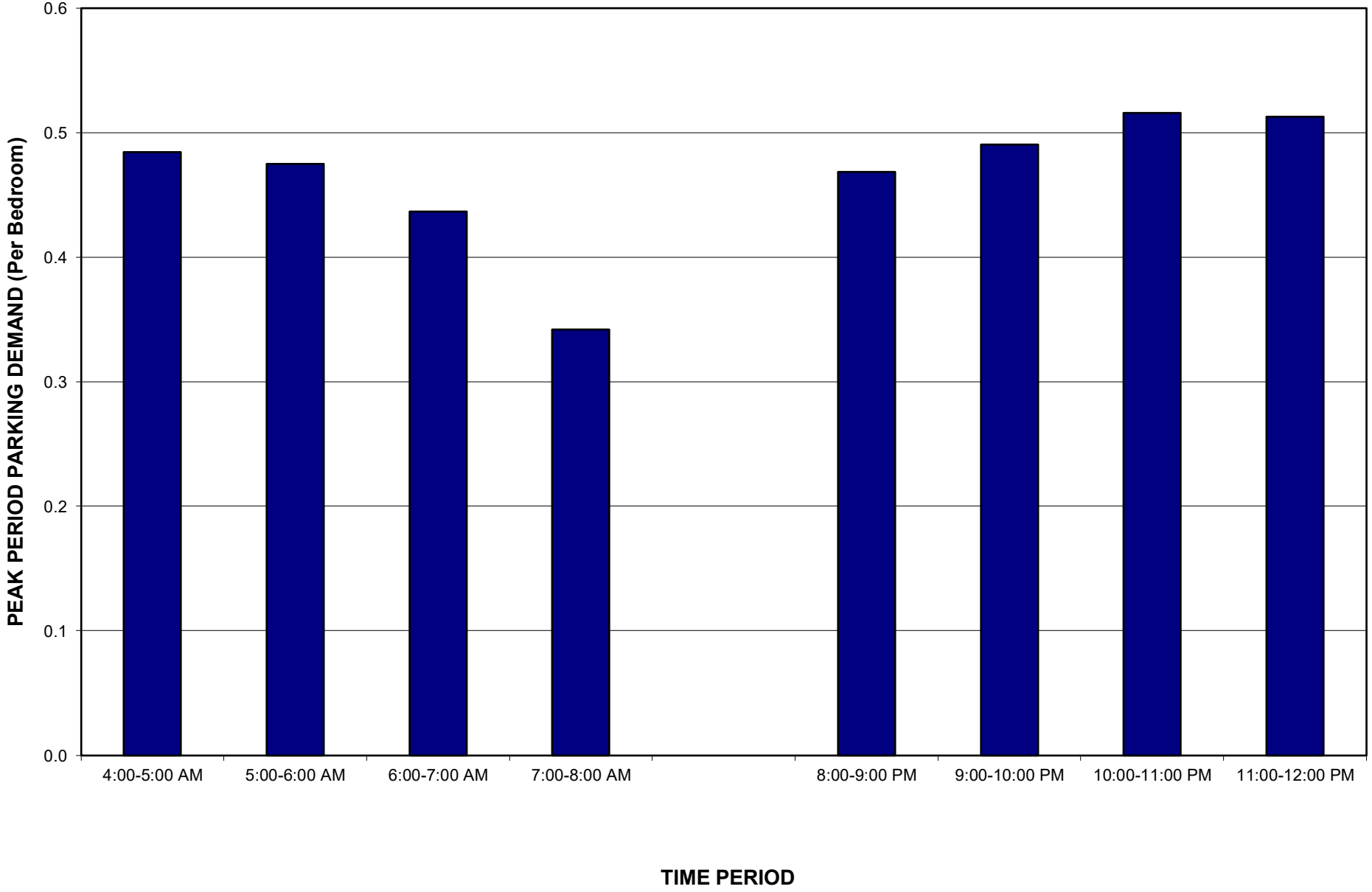
TOTAL PARKING SPACES AVAILABLE = 246 (NO VISITOR SPACES), PARKING SUPPLY = 1.50 PER DWELLING UNIT

Observations Taken on Monday, November 18, 2024

Time Period	Peak Period Parking Spaces Used	Peak Period Unused Parking Spaces	Peak Period Parking Lot Occupancy (%)	Percent of Peak Period (%)	Peak Period Parking Demand (Per Dwelling Unit)
4:00-5:00 AM	**153**	93	62%	94%	0.93
5:00-6:00 AM	**150**	96	61%	92%	0.91
6:00-7:00 AM	**138**	108	56%	85%	0.84
7:00-8:00 AM	**108**	138	44%	66%	0.66
	-	-	-	-	-
8:00-9:00 PM	**148**	98	60%	91%	0.90
9:00-10:00 PM	**155**	91	63%	95%	0.95
10:00-11:00 PM	**163**	83	66%	100%	0.99
11:00-12:00 PM	**162**	84	66%	99%	0.99

EXHIBIT D

PEAK PERIOD PARKING DEMAND RATIO VS BEDROOMS
BLUE SKY LANDING - 100 BLUE SKY CIRCLE, FORT PIERCE, FLORIDA 34947
DATA TAKEN: MONDAY, NOVEMBER 18, 2024



PEAK PERIOD PARKING DEMAND RATIO VS DWELLING UNITS
BLUE SKY LANDING - 100 BLUE SKY CIRCLE, FORT PIERCE, FLORIDA 34947
DATA TAKEN: MONDAY, NOVEMBER 18, 2024

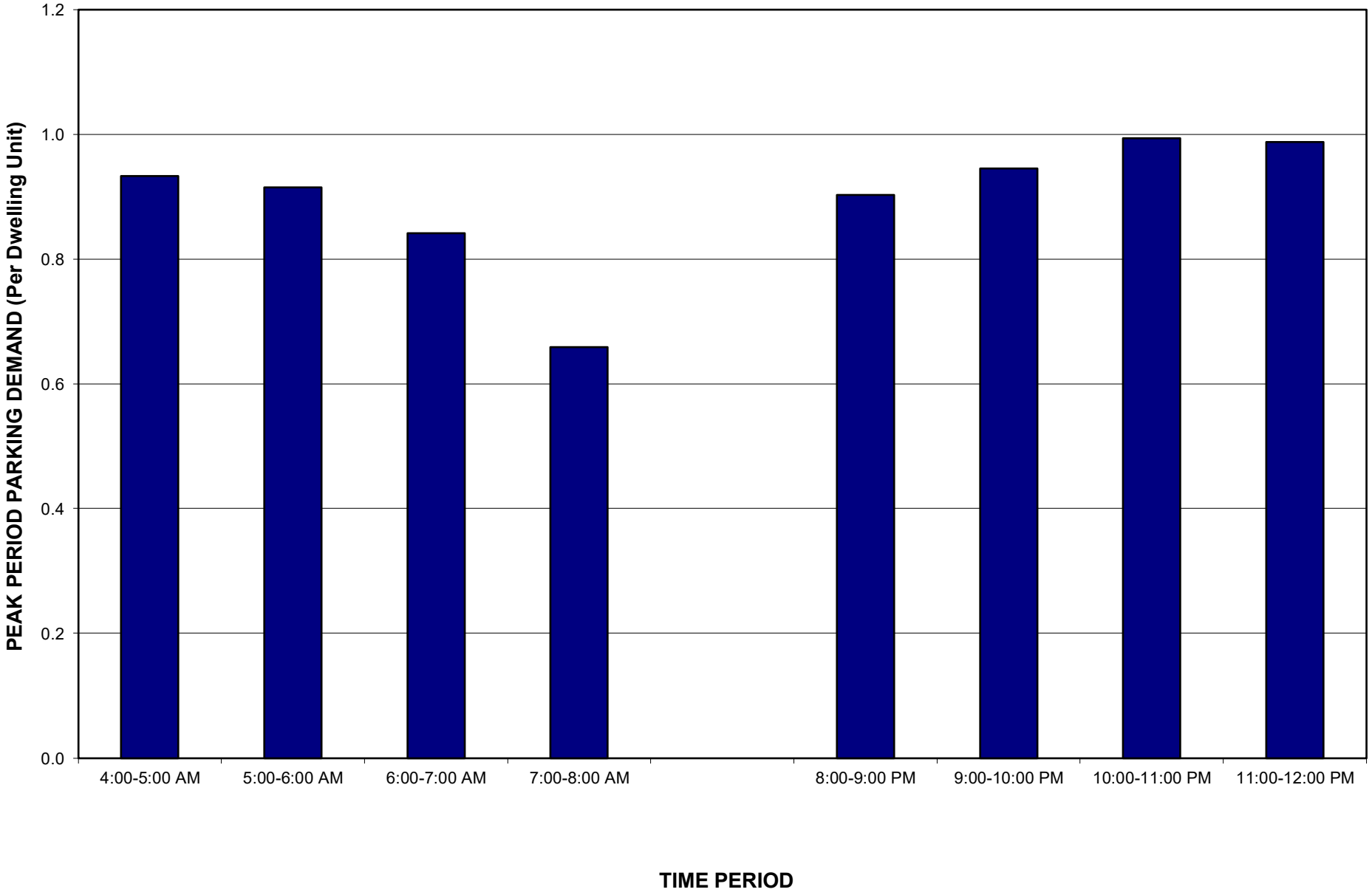


EXHIBIT E

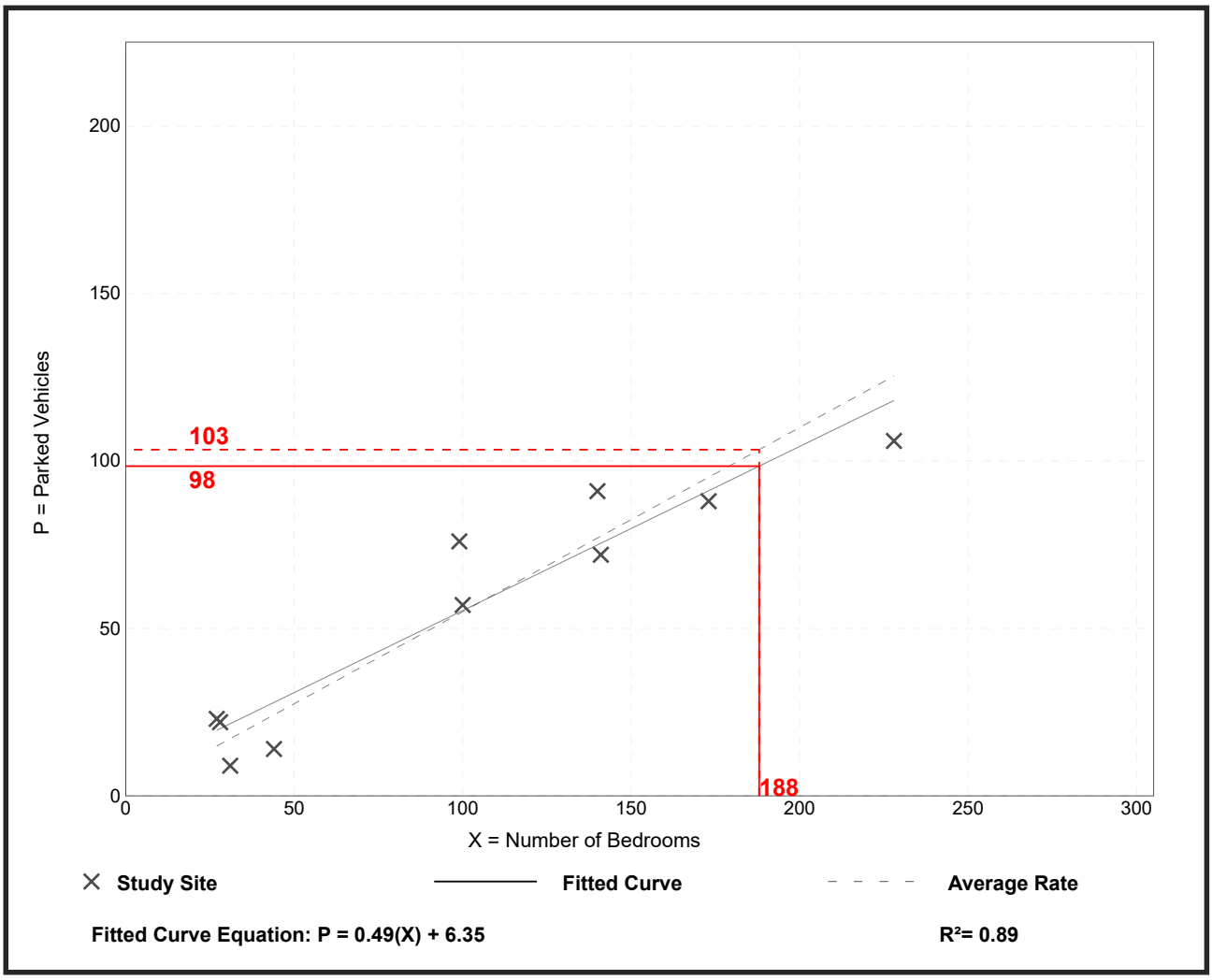
Affordable Housing - Income Limits
(223)

Peak Period Parking Demand vs: **Bedrooms**
On a: **Weekday (Monday - Friday)**
Setting/Location: **General Urban/Suburban**
Number of Studies: 10
Avg. Num. of Bedrooms: 101

Peak Period Parking Demand per Bedroom

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
0.55	0.29 - 0.85	0.49 / 0.81	***	0.14 (25%)

Data Plot and Equation



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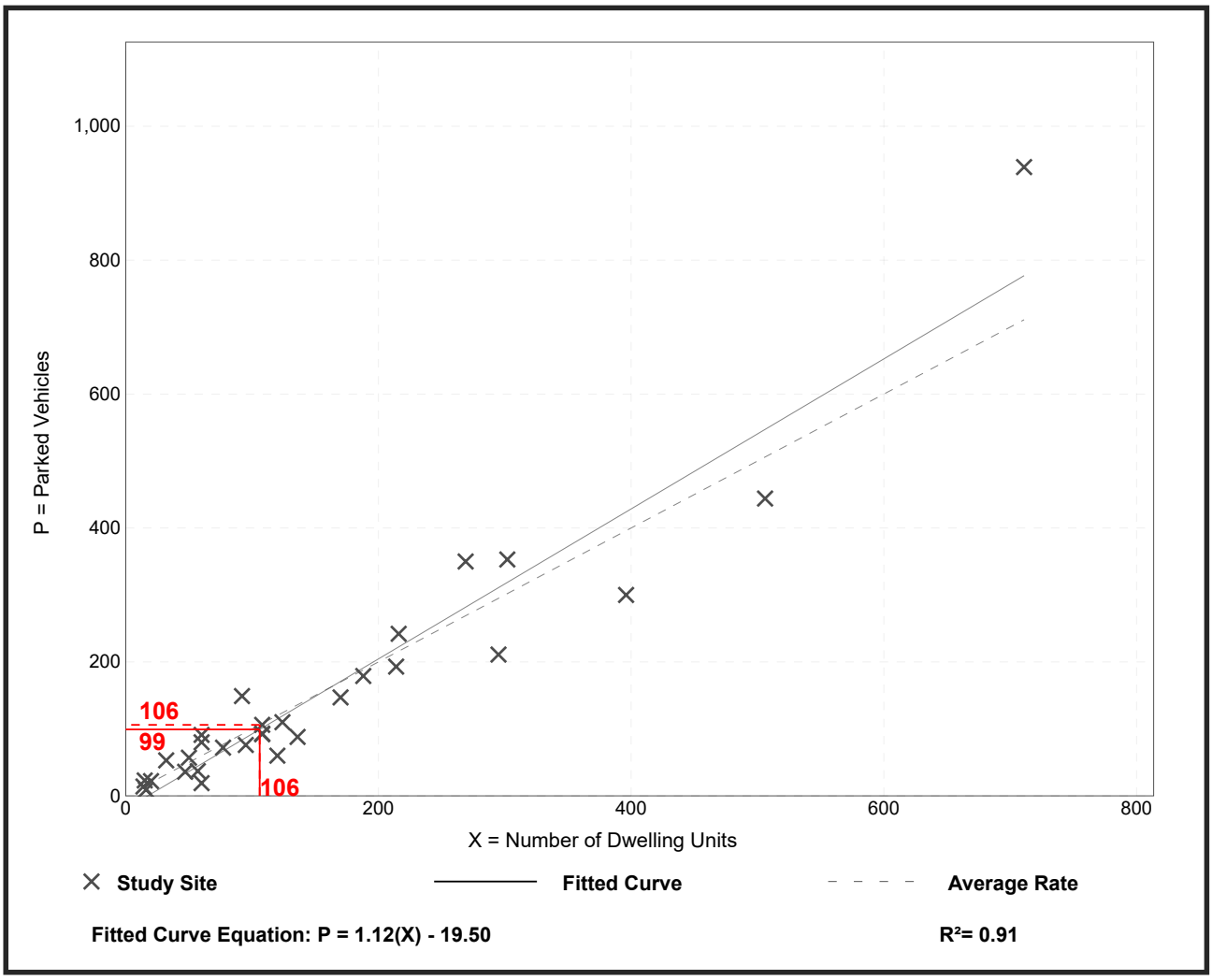
Affordable Housing - Income Limits
(223)

Peak Period Parking Demand vs: **Dwelling Units**
On a: **Weekday (Monday - Friday)**
Setting/Location: **General Urban/Suburban**
Number of Studies: 30
Avg. Num. of Dwelling Units: 156

Peak Period Parking Demand per Dwelling Unit

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
1.00	0.32 - 1.66	0.85 / 1.40	0.9 - 1.1	0.28 (28%)

Data Plot and Equation



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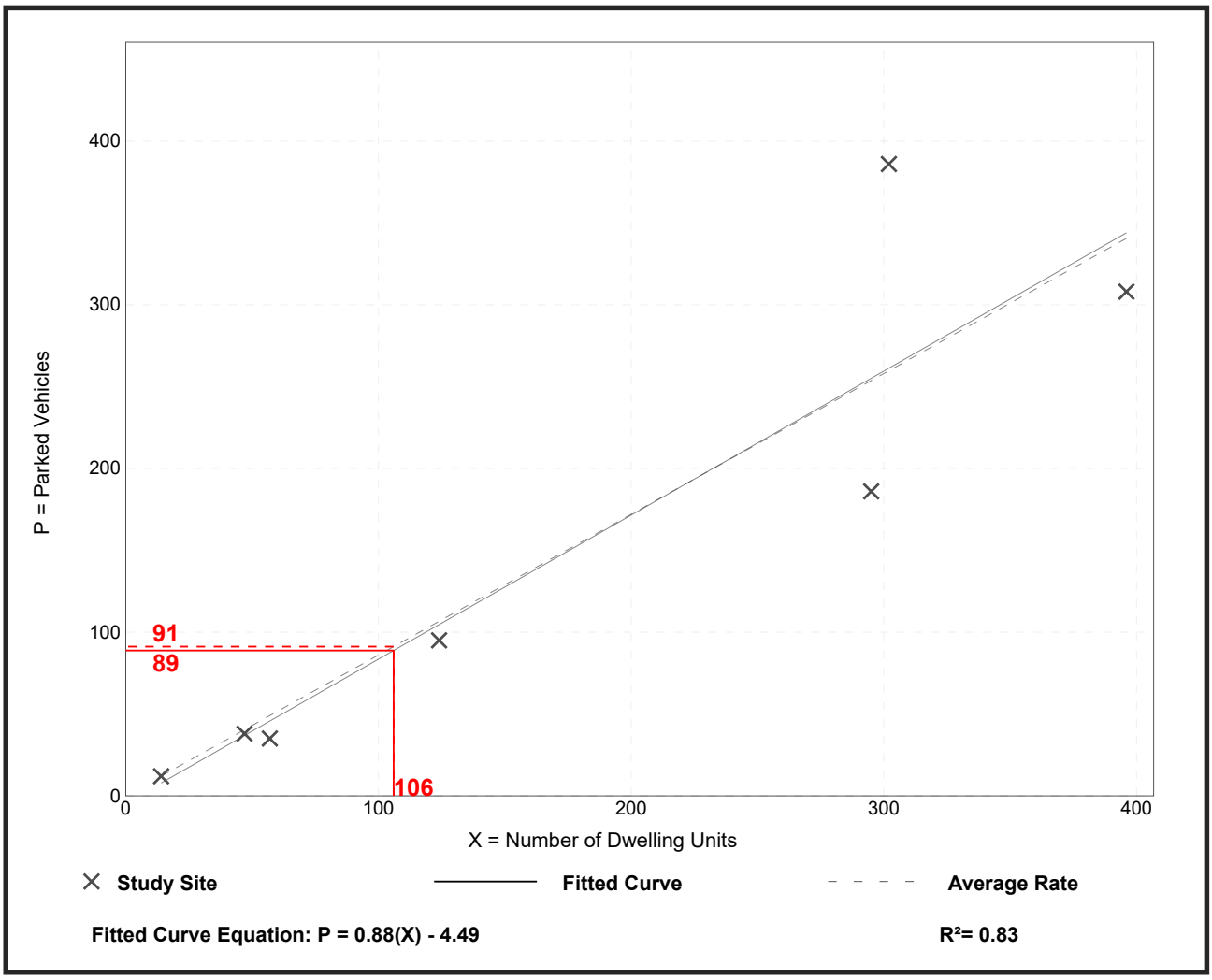
Affordable Housing - Income Limits
(223)

Peak Period Parking Demand vs: **Dwelling Units**
On a: **Saturday**
Setting/Location: **General Urban/Suburban**
Number of Studies: 7
Avg. Num. of Dwelling Units: 176

Peak Period Parking Demand per Dwelling Unit

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
0.86	0.61 - 1.28	0.72 / 1.19	***	0.27 (31%)

Data Plot and Equation



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Affordable Housing - Income Limits
(223)

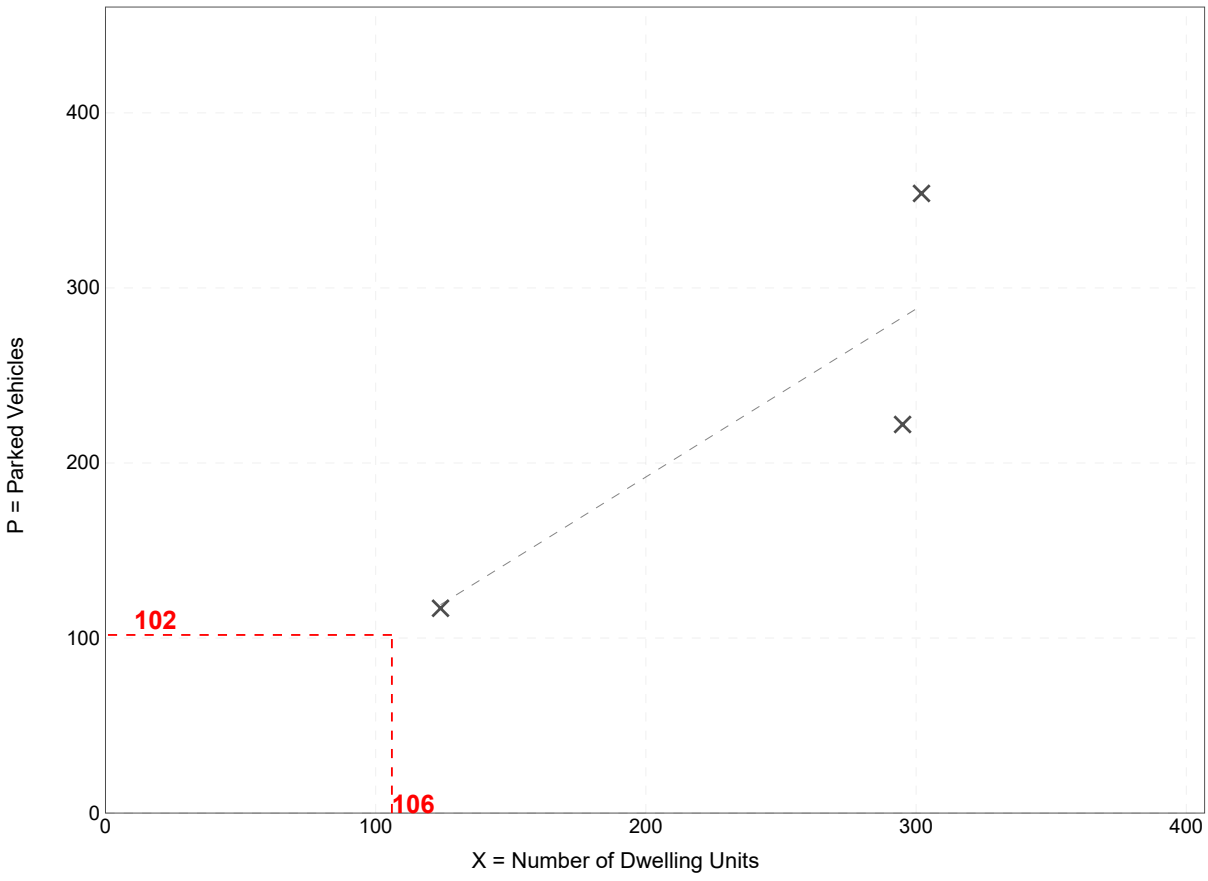
Peak Period Parking Demand vs: **Dwelling Units**
On a: **Sunday**
Setting/Location: **General Urban/Suburban**
Number of Studies: 3
Avg. Num. of Dwelling Units: 240

Peak Period Parking Demand per Dwelling Unit

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
0.96	0.75 - 1.17	0.81 / 1.17	***	0.23 (24%)

Data Plot and Equation

Caution – Small Sample Size



Fitted Curve Equation: ***

R^2= ***

Parking Generation Manual, 6th Edition ● Institute of Transportation Engineers

Parking Demand Survey Form

Date	11/18/2024	**Land Use Code**	223	Income limits	
Weather	Cloudy	**Name of Site**	Blue Sky Landing		
Temperature	70°	**Address**	100 Blue Sky Circle, Fort Pierce		
		Brief description of Site			
Transit	Yes	Four 4-Story residential buildings and clubhouse with pool with a total gross floor			
Area	SUB	area of 167,420 SF.			
TMP	Yes	**City**	Fort Perice	**State**	Florida
Parking Price	0	**County**	St. Lucie	**Country**	USA
Daily Rate	$0				
Hourly Rate	$0				

Site Size	398,169 SF	**Total Units**	164	**Occupancy**	100%	**Land Use**	Residential
	9.14 AC						

Studio Size	505 SF	**Units**	4	**Occupancy**	100%	**35% AMI Units**	18
1 Bed Unit Size	688 SF	**Units**	36	**Occupancy**	100%	**60% AMI Units**	146
2 Bed Unit Size	992 SF	**Units**	96	**Occupancy**	100%	**80% AMI Units**	0
3 Bed Unit Size	1,197 SF	**Units**	28	**Occupancy**	100%	**100% AMI Units**	0

Number of parking Spaces Provided at Site 246

Observed Parking Demand for the following time of the day

Time Period	Parking Stalls Occupied	Time Period	Parking Stalls Occupied
Day	Monday	Day	Monday
4:00 AM	153	8:00 PM	133
4:05 AM	152	8:05 PM	133
4:10 AM	152	8:10 PM	134
4:15 AM	150	8:15 PM	135
4:20 AM	151	8:20 PM	136
4:25 AM	152	8:25 PM	138
4:30 AM	151	8:30 PM	137
4:35 AM	151	8:35 PM	141
4:40 AM	148	8:40 PM	148
4:45 AM	148	8:45 PM	144
4:50 AM	148	8:50 PM	147
4:55 AM	147	8:55 PM	147
5:00 AM	147	9:00 PM	145
5:05 AM	148	9:05 PM	146
5:10 AM	150	9:10 PM	143
5:15 AM	148	9:15 PM	145
5:20 AM	147	9:20 PM	149
5:25 AM	144	9:25 PM	153
5:30 AM	145	9:30 PM	154
5:35 AM	142	9:35 PM	152
5:40 AM	139	9:40 PM	153
5:45 AM	139	9:45 PM	152
5:50 AM	139	9:50 PM	153
5:55 AM	140	9:55 PM	155
6:00 AM	138	10:00 PM	153
6:05 AM	138	10:05 PM	156
6:10 AM	138	10:10 PM	154
6:15 AM	137	10:15 PM	156
6:20 AM	134	10:20 PM	160
6:25 AM	132	10:25 PM	163
6:30 AM	128	10:30 PM	160
6:35 AM	121	10:35 PM	161

6:40 AM	116	10:40 PM	161
6:45 AM	112	10:45 PM	161
6:50 AM	110	10:50 PM	162
6:55 AM	107	10:55 PM	161
7:00 AM	108	11:00 PM	161
7:05 AM	102	11:05 PM	159
7:10 AM	102	11:10 PM	160
7:15 AM	102	11:15 PM	161
7:20 AM	99	11:20 PM	161
7:25 AM	99	11:25 PM	162
7:30 AM	98	11:30 PM	161
7:35 AM	94	11:35 PM	161
7:40 AM	93	11:40 PM	159
7:45 AM	92	11:45 PM	160
7:50 AM	89	11:50 PM	160
7:55 AM	84	11:55 PM	160
8:00 AM	82	12:00 AM	161

Person	Ryan Taylor	Company	High Point Engineering, Inc.
Phone	(813) 644-8333		
Email	rtaylor@hpe-fl.com		
Notes	Parking study was preformed on both Phase 1 and Phase 2 together.		

Blue Sky Landing – Precedent Design
100 Blue Sky Circle, Fort Pierce, FL



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100
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Detail by Entity Name

Florida Limited Liability Company
BLUE ST. LUCIE M, LLC

Filing Information

Document Number	L21000495479
FEI/EIN Number	APPLIED FOR
Date Filed	11/17/2021
Effective Date	11/17/2021
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	06/24/2024

Principal Address

180 Fountain Parkway N
SUITE 100
St. Petersburg, FL 33716

Changed: 06/24/2024

Mailing Address

180 Fountain Parkway N
SUITE 100
TAMPA, FL 33716

Changed: 11/15/2022

Registered Agent Name & Address

WILSON, SHAWN
180 Fountain Parkway N
SUITE 100
St. Petersburg, FL 33716

Name Changed: 06/24/2024

Address Changed: 06/24/2024

Authorized Person(s) Detail

Name & Address

Title MGR

WILSON, SHAWN
180 FOUNTAIN PARKWAY N SUITE 100
ST PETERSBURG, FL 33716

Title MGR

MACDONALD, SCOTT
180 FOUNTAIN PARKWAY N SUITE 100
ST. PETERSBURG, FL 33716

Annual Reports

Report Year	Filed Date
2022	01/14/2022
2023	06/24/2024
2024	06/24/2024

Document Images

06/24/2024 -- REINSTATEMENT	View image in PDF format
01/14/2022 -- ANNUAL REPORT	View image in PDF format
11/17/2021 -- Florida Limited Liability	View image in PDF format

Detail by Entity Name

Florida Limited Liability Company
ARROW INVESTMENT GROUP LLC

Filing Information

Document Number	L15000034172
FEI/EIN Number	61-1767075
Date Filed	02/24/2015
Effective Date	02/19/2015
State	FL
Status	ACTIVE

Principal Address

4512 N Flagler drive
ste 206
206
WEST PALM BEACH, FL 33407

Changed: 04/23/2023

Mailing Address

4512 N Flagler drive
SUITE 206
206
WEST PALM BEACH, FL 33407

Changed: 04/26/2021

Registered Agent Name & Address

altinok, mustafa e
212 Lone Pine Drive
Palm beach Gardens, FL 33410

Name Changed: 04/28/2016

Address Changed: 04/28/2016

Authorized Person(s) Detail

Name & Address

Title Authorized Member

ALTINOK, MUSTAFA E
212 LINE PINE DRIVE
PALM BEACH GARDENS, FL 33410

Title Authorized Member

isbasar, hilmi a
2425 presidential way
apt 2006
west palm beach, FL 33401

Annual Reports

Report Year	Filed Date
2022	04/25/2022
2023	04/23/2023
2024	04/24/2024

Document Images

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04/25/2022 -- ANNUAL REPORT	View image in PDF format
04/26/2021 -- ANNUAL REPORT	View image in PDF format
06/25/2020 -- ANNUAL REPORT	View image in PDF format
03/26/2019 -- ANNUAL REPORT	View image in PDF format
04/28/2018 -- ANNUAL REPORT	View image in PDF format
04/19/2017 -- ANNUAL REPORT	View image in PDF format
04/28/2016 -- ANNUAL REPORT	View image in PDF format
02/24/2015 -- Florida Limited Liability	View image in PDF format

Detail by Entity Name

Florida Limited Liability Company
BLUE ST. LUCIE, LLC

Filing Information

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FEI/EIN Number	APPLIED FOR
Date Filed	11/09/2022
Effective Date	11/09/2022
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	06/24/2024

Principal Address

180 FOUNTAIN PARKWAY N
SUITE 100
ST. PETERSBURG, FL 33716

Mailing Address

180 FOUNTAIN PARKWAY N
SUITE 100
ST. PETERSBURG, FL 33716

Registered Agent Name & Address

WILSON, SHAWN
180 FOUNTAIN PARKWAY N
SUITE 100
ST. PETERSBURG, FL 33716

Name Changed: 06/24/2024

Authorized Person(s) Detail

Name & Address

Title MGR

BLUE ST. LUCIE M, LLC
180 FOUNTAIN PARKWAY N SUITE 100
ST. PETERSBURG, FL 33716

Annual Reports

Report Year	Filed Date
2023	06/24/2024
2024	06/24/2024

Document Images

06/24/2024 -- REINSTATEMENT	View image in PDF format
11/09/2022 -- Florida Limited Liability	View image in PDF format

May 15, 2025

Attention: Kerry Driver, Senior Planner
City of Fort Pierce
Planning Department
Technical review Committee Comments

RE: Sunrise Village - Major Site Plan: Innovative Development (PZSITE2025-00009)

Ms. Driver,

Please accept this letter in response to the Technical Review Committee (TRC) comments for the proposed Sunrise Village Development issued on April 16, 2025.

I. CITY OF FORT PIERCE PLANNING DEPARTMENT

1. The site plan should reflect the square footage of each building.

   Response: Acknowledged. The site plan shows the square footage for each building. Building type A is roughly 14,800 SF per level and 41,810 GSF total. Building type B is roughly 10,310 SF per level and 30,921 GSF total. Please note that both buildings B and C are Building 'Type B'.

2. The 106-unit apartment complex requires 159 regular parking spaces. The justification statement for parking reduction is not sufficient, therefore, Planning does not support the reduction. In lieu of reduced parking and aligning with the proposed innovative community design, consideration should be given to adding additional property amenities such as basketball or pickleball court, sand volleyball court, splash pad, etc.

   Response: Please refer to the justification statement with additional previous/impervious information, provided parking demand study and parking demand study narrative. Section 125-243(a) in the code states:

   a. *Purpose. Innovative community developments are primarily creative and imaginative housing, mixed-use and community-oriented development. Innovation is achieved by use of material, solar juxtaposition, clustering, positive environmental impacts, energy efficiency, economic sustainability and by employing methods to achieve distinctiveness and excellence in siting, design, pedestrian accessibility, and landscaping. Reductions in required on-site parking, adoption of reduced and zero setbacks, expedited planning review and reductions in various building siting requirements are used to encourage these developments.*

   The proposed development meets this intent through the elements outlined below.

   - **Material** - High-performance, sustainable materials including block exterior walls and low-VOC interior finishes are incorporated into the design. These enhance durability, lower long-term maintenance, and reduce environmental impact.
   - **Solar Juxtaposition** - The site plan is oriented to maximize southern exposure for rooftops, ensuring optimal conditions for solar panel installation if the budget will allow. This improves energy efficiency and supports future renewable energy integration.
   - **Clustering** - All units are located in one quadrant of the site, ensuring that all units are close to the street to accommodate pedestrian and bike accessibility. This also preserves a substantial part of the site in its current semi-natural state.

- **Positive Environmental Impacts** - The project includes retention areas and native landscaping to enhance stormwater management, reduce runoff, and support pollinator habitats. We are also reusing portions of existing outfall swale to reduce redundancies. Additionally, the site is designed around existing wetland areas that will remain.
- **Energy Efficiency** - All units are designed to meet Energy Star standards, with high-efficiency HVAC systems, insulation, and appliances. Verdant systems allow management to monitor and manage humidity levels in the units. The project will achieve NGBS green certification.
- **Economic Sustainability** - A mix of unit types and income levels will be provided, all below 80% AMI. Therefore, this is a 100% attainable workforce (affordable) housing development, which supports economic diversity within the community.
- **Distinctiveness and Excellence in Siting** - The development is designed around a large pond and green space that serves as a communal focal point. Each building is carefully positioned to take advantage of views, sunlight, and connectivity to shared amenities. Amenities include a playground, outdoor fitness area, gazebo overlooking the pond, and clubhouse.
- **Design** - The architectural style incorporates a blend of modern and traditional elements, and an Anglo Caribbean architectural style with varied rooflines, open stairwells and breezeways, and quality façade treatments. This avoids repetition and enhances neighborhood character.
- **Pedestrian Accessibility** - A network of sidewalks connects all residential units to amenity spaces, transit stops, and offsite neighborhood areas. Onsite traffic calming measures will prioritize safety for pedestrians and cyclists.
- **Landscaping** - Enhanced landscaping that includes drought-tolerant, native species, and shade trees is provided throughout the site and exceeds code requirements in several areas. Landscaped buffers soften building edges and define outdoor gathering areas, contributing to a strong sense of place.

Several amenities are provided on site for residents including a tot lot/playground, outdoor exercise area, clubhouse, and gazebo. The clubhouse is comprised of a great room, activity room, offices, and fitness room, and the gazebo overlooks the lake and open space at the north end of the site.

Additionally, the design encourages the use of multiple modes of transportation by providing covered bike kiosks and a surplus of bicycle parking. The site is also located within one quarter of a mile from the Okeechobee and 33rd Street bus stop which can be safely reached by residents utilizing the proposed internal sidewalk that connects to the existing sidewalk on Okeechobee Road. Bio-retention is also proposed in the median area of the center parking for additional stormwater treatment. The overall site design will incorporate Crime Prevention Through Environmental Design (CPTED) elements and will be CPTED certified.

Advisory Comments

I. Sign permits shall be filed separately during the permit process.

Response: Acknowledged. Sign permits will be filed separately at the time of permitting.

II. CITY OF FORT PIERCE ENGINEERING DEPARTMENT (Letter dated April 16th, 2025)

Engineering comments:

1. Provide a 5-foot sidewalk along South 31st Street to provide site connectivity to the Existing Okeechobee Road Sidewalk.

   Response: An existing FPUA lift station occupies the right-of-way between the edge of pavement and the on-site ditch. There isn't room to place any sidewalk in the existing right-of-way or a future dedicated right of way with the existing improvements that were not anticipated to be modified. There are no users that a sidewalk along S 31st Street to Nebraska Avenue is served by.

2. The City of Fort Pierce Code of Ordinances specifies that roadways classified as "local" shall have a minimum right-of-way width of 60-feet. South 31st Street has a substandard right-of-way width of 35-feet. Therefore, it is requested that the applicant provide a 12.5-feet right-of-way donation, which is half of the required 25-feet as a part of the site plan approval process.

   Response: A 12.5' dedication of the property frontage along S. 31st Street is equivalent to dedicating the existing on-site ditch and lift station to the City. The City previously identified that they do not want ownership of these elements. As noted previously, the applicant would be happy to dedicate or provide an easement for the entire ditch and lift station area for the City to utilize as they see fit, as long as legal positive outfall for the property can remain connected.

Advisory comments:

1. The project shall have all State and Federal permits in place prior to conducting any land clearing operations as the submitted Environmental Assessment Report indicates that wetlands are present on the site as well as possible threatened species.

   Response: Acknowledged.

2. Okeechobee Road is a St. Lucie County roadway, verification by the County of possible required roadway improvements shall be provided by the County.

   Response: Acknowledged.

3. The drainage plan was reviewed conceptually and will be reviewed in depth at time Building Permit application.

   Response: Acknowledged.

4. Prior to issuance of a Certificate of Occupancy, a final inspection shall be scheduled with this department and the following shall be submitted to the City Engineer:
   a. A certificate of completion signed and sealed by the engineer of record.
   b. Two copies of certified as-builts.
   c. Signed and sealed density test with location map of test areas.
   d. A maintenance plan and agreement signed by the owner and/or operating entity shall be notarized and submitted to the City Engineer. The agreement shall include the operation and maintenance of all stormwater facilities and shall ensure the stormwater management system has a plan for the removal of nuisance and invasive exotics or other vegetation to ensure no re-growth of the same.

Response: Acknowledged.

III. CITY OF FORT PIERCE BUILDING DEPARTMENT

Building Official or his representative has no comment at the time of this meeting, but reserves the submission of comments upon completion of the official plan review.

1. Pre-construction meeting with the City's Building Department is requested.

   Response: This item was not checked off on the form, and is not applicable.

2. All new construction or alterations shall meet the requirements of the Florida Building Code 8th Edition.

   Response: Acknowledged. This Project is New Construction and will meet the 2023 FBC 8th Edition.

3. Building Permit required.

   Response: Acknowledged. This Project is New Construction and will meet the 2023 FBC 8th Edition.

4. Signed and sealed construction drawings required.

   Response: Acknowledged.

5. Must meet the following Accessibility requirements:
   a. Accessible route
   b. Handicapped parking spaces
   c. Means of egress

   Response: An accessible route will be provided from all Level 1 FHA units to all amenities on site. Handicap parking spaces will be provided per Florida Building Code. Means of Egress will be provided and shown on life safety plan sheets.

6. Change of Use required
   a. Shall include a signed and sealed Life Safely Plan
   b. Shall include a signed and sealed comprehensive drawing, detailing how the building and MEC elements will comply with the Florida Building Code requirements.

      Response: This item was not checked off by the reviewer and is not applicable.

7. Property exists in Special Flood Hazard Area. All Federal and State requirements shall be addressed.

   Response: This item was not checked off by the reviewer and is not applicable.

8. Flood Development Permit required.

   Response: This item was not checked off by the reviewer and is not applicable.

9. Final plat and approved parcel ID's required to submit or DPCR and building permit review.

   Response: This item was not checked off by the reviewer and is not applicable.

10. Open permits requiring attention exist.

    Response: This item was not checked off by the reviewer and is not applicable.

11. Shall meet the Fire Prevention Code:
    a. sprinkler system is required.
    b. Smoke alarm system is required.

    Response: An NFPA 13-R system will be provided at all residential units. An NFPA 13 system will be provided at the clubhouse. Smoke alarm systems will be provided.

12. Other

    Response: This item was not checked off by the reviewer and is not applicable.

IV. CITY OF FORT PIERCE POLICE DEPARTMENT

Comments: (Officer Damian Spotts)

1. Regarding the development of this project, the total added dwelling units upon the City of Fort Pierce is anticipated at 106. While the frequency and exact type of calls cannot be predicted at this time, it should be presumed that calls for service will arise from within this project, once it is completed and occupied by the intended users. A table is included below, showing the predicted needs for additional police officers based on the proposed development.

   Please also ensure the walking paths around the lake area are illuminated so that use at night is protected by proper illumination and undesired activities are discouraged. Consider options such as pedestrian scale lighting solutions to ensure the pathways are illuminated but light trespass is minimized to not disturb the surroundings. In addition, ensure the sightlines around the pathways are preserved to maximize natural surveillance. Proper selection and maintenance of landscaping around the area is key.

   Response: Acknowledged. Please note that no walking path is proposed around the lake. However, all pedestrian areas will be properly illuminated, sightlines will be preserved, and this project will be designed in accordance with CPTED requirements. Additionally, the development will have video surveillance and additional security methods.

V. FORT PIERCE UTILITIES AUTHORITY

a. **W/WW Engineering:** Approved as noted.
   Water and sewer services from FPUA are accessible for this site. Kindly submit three comprehensive sets of utility construction plans, accompanied by a completed plan review application and a commercial service application, to the Water and Wastewater Engineering Department for assessment. Submissions should be directed to 1701 S 37th Street, Fort Pierce, Florida.

   For additional details or assistance, please contact John Biggs at 772-466-1600 ext. 3474.

   Response: Acknowledged.

b. **Electric Engineering:** FPUA Electric & Gas Engineering has reviewed the application. Approved.

   New Pad mount transformer lead time is 52 weeks.

Please contact Eric Meyer for electric customer requirements and project coordination before work begins.

Eric Meyer, P.E.
Supervising Engineer
Fort Pierce Utilities Authority
emeyer@fpua.com
(772) 466-1600 ext. 6305

Response: Acknowledged. The Applicant will reach out to Mr. Meyer.

c. **GAS**

Letter noting that Blue Sky can save utility cost by considering gas, and that FPUA can offer infrastructure to Sunrise (Gas mains and services) at no cost to the project.

Billy Dupre
Business Development Representative - Gas Operations - Fort Pierce Utilities Authority
1701 S 37th Street
Fort Pierce FL 34947
C: 772-216-3498
O: 772-466-1600 X4705
F: 772-468-2413

Response: Acknowledged. The Applicant will consider.

d. **FPUAnet Fiber**

FPUAnet Approves. Fiber Internet Service – Available.
Contact Eric Peters at (772) 468-1697 or peters@fpua.com for Fiber Internet requirements

Response: Acknowledged. The Applicant will reach out to Mr. Peters.

VI. BUREAU OF FIRE PREVENTION SITE PLAN REVIEW

Site Plan Requires resubmittal. The Following Conditions/Revisions are necessary:

1. Please submit a completed application for Development/Site Plan Review (St. Lucie County Fire District Development & Site Plan Review Application). This form is available on-line at https://www.slcfd.com.

   Response: An application for Development/Site Plan Review will be submitted concurrently with this application.

2. Fire District review fees are due at the time of submittal. An abbreviated fee schedule is included on the application form.

   Response: Acknowledged.

3. Please provide an electronic revised copy of the site plan if applicable (pdf format).

   Response: Acknowledged. A copy of the site plan will be provided in the Development/Site Plan review application.

4. Please provide written acknowledgement of the conditions/revisions provided.

   Response: Acknowledged. This letter serves as written acknowledgement of the conditions/revisions needed.

5. A separate review and permit is required for Underground Fire Mains connected to standpipes or sprinkler systems.

   Response: Acknowledged.

6. Fire department access roads provided in accordance with 18.2.3 shall be provided at the start of a project and shall be maintained throughout construction. (NFPA 1 16.1.4). Surface. Fire department access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be provided with an all-weather driving surface. (NFPA 1.18.2.3.5.2)

   Response: Acknowledged.

7. Electronic security gates must have an access control key switch on the control panel to allow for Fire Department entry in an emergency. Manual security gates that will be locked require a Knox lock. All security gates shall maintain a clear width of 12 feet when open and provide a means to open the gates manually upon loss of power. (SLCFD Resolution 740-23)

   Response: Acknowledged. Either an access control key switch or a knox box will be provided for Fire Department access.

8. Per the St. Lucie County Fire District Fire Prevention Code Resolution 740-23, at least 13 feet 6 inches nominal vertical clearance shall be provided and maintained over the full width of all means of access (including, but not limited to trees, canopies, etc.)

   Response: Acknowledged. Clearance will comply with these requirements.

9. The Fire District reserves the right for future comments at the site plan & building construction phase.

   Response: Acknowledged.

10. Fire apparatus access roads shall be provided such that any portion of the facility or any portion of an exterior wall of the first story of the building is located not more than 150 ft from fire apparatus access roads as measured by an approved route around the exterior of the building or facility. NFPA 1 18.2.3.2.2. (Installation of a sprinkler system will be required if this distance requirement is not met.)

    Response: A sprinkler system in accordance with NFPA 13R will be provided. Distance will be increased to 450’.

11. Where buildings are protected throughout with an approved automatic sprinkler system that is installed in accordance with NFPA 13, NFPA 13R, or NFPA 13D, the distance in 18.2.3.2.2 shall be permitted to be increased to 450 ft (137 m). (NFPA 1 18.2.3.2.2.1)

    Response: A sprinkler system in accordance with NFPA 13R will be provided. Distance will be increased to 450’.

12. Please provide a truck circulation detail.

    Response: A truck turning circulation detail is provided. Refer sheet RP-1.

13. Be advised: Dimensions of largest vehicle are as follows: 38 tons or 77,000 lbs, 47.5 ft. total length, 21.5 ft. wheel base, 10.5 ft. total width, 41.5 degree turning radius.(SLCFD Resolution 740-23)

    Response: Acknowledged.

14. Minimum roadway pavement width (two-way traffic) shall be twenty (20) ft. (SLCFD Resolution 740-23)

    Response: Acknowledged.

15. Minimum roadway pavement width (one-way traffic) shall be twelve (12) ft. (SLCFD Resolution 740-23)

    Response: Acknowledged.

16. Fire apparatus access roads connecting to roadways shall be provided with curb cuts extending at least 2 ft (0.61 m) beyond each edge of the fire apparatus access road. (NFPA 1 18.2.3.5.3.3)

    Response: Acknowledged.

17. The angle of approach and departure for any means of fire apparatus access road shall not exceed 1 ft drop in 20 ft (0.3 m drop in 6 m) or the design limitations of the fire apparatus of the fire department, and shall be subject to approval by the AHJ.(NFPA 1 18.2.3.5.6.2)

    Response: Acknowledged.

18. A fire department access road shall extend to within 50 ft (15 m) of at least one exterior door that can be opened from the outside and that provides access to the interior of the building. (NFPA 1.18.2.3.2.1)

    Response: An access road is within 50’ of an exterior entrance to the building. Please note that the proposed buildings have breezeways.

19. Dead-end roadways serving commercial or residential occupancies must include a cul-de-sac when the roadway length exceeds one hundred-fifty (150) feet. "Y" or "T" type turnaround arrangements are permitted. The minimum length must be equal to the length of the longest fire apparatus. (SLCFD Resolution 740-23)

    Response: Acknowledged.

20. Fire hydrants (shall be) are provided for buildings other than detached one-and-two-family dwellings IAW both of the following 1) The maximum distance to a fire hydrant from the closest point in the building shall not exceed 400 feet. 2) The maximum distance between fire hydrants shall not exceed 500 feet. NFPA 1:18.5.3. Please provide fire flow calculations for hydrants.

    Response: Acknowledged. The maximum distance to the fire hydrant shall not exceed 400’.

21. Fire Hydrants (shall be) are provided for detached one- and two-family dwellings IAW both of the following: 1) The maximum distance to a fire hydrant from the closet point on the building shall not exceed 600 feet. 2) The maximum distance between fire hydrants shall not exceed 800 feet. NFPA 1:18.5.2.

    Response: Acknowledged. This is not applicable, as the proposed use is multi-family residential.

22. An approved water supply capable of supplying the required fire flow for fire protection (shall be) is identified to all premises upon which facilities, buildings, or portions of buildings which are to be constructed or moved into the jurisdiction. The approved water supply shall be in accordance with NFPA 1:18.4.

    Response: Acknowledged. A flow test has been requested.

23. Fire department connections shall be located on the street side of buildings and shall be located and arranged so that hose lines can be readily attached to the inlets without interference from any nearby objects, including buildings, fences, landscaping, or other fire department connections. The locations of connections shall be based upon the access requirements of the fire department.

    Response: Acknowledged.

24. The distance allowed between the fire department connection and a fire hydrant shall be no more than one hundred fifty (150) feet as a vehicle travels.

    Response: Acknowledged.

25. Where underground water mains and hydrants are to be provided, they shall be installed, completed, and in service prior to commencing construction work on any structure. It is not intended to prohibit the construction of non-combustible structure foundation elements such as foundations and footings prior to the completion of underground water mains and hydrants (NFPA 1 16.4.3.1.3).

    Response: Acknowledged.

26. The minimum size of water mains for supplying water for firefighting purposes shall be six (6) inches. b. The minimum size of water mains supplying hydrants on a dead end main shall be eight (8) inches. c. The maximum number of hydrants located on a dead end main shall be one (1). d. Grid or Tee systems shall be supplied by a minimum of an eight (8) inch looped main. Exceptions may be granted based on the capacity of the water distribution system but in no case shall the main size be less than six (6) inches. e. The minimum size water main(s) shall be determined by the needed fire flow as established by the Fire Marshal and based on the current Insurance Service Office (ISO) requirements.

    Response: Acknowledged.

27. Hydrants shall be located no more than 12ft. from the curb of roadways or from the edge of payment. Clearances of three feet (3 ft.) shall be maintained around the circumference of hydrants. A clear space of not less than five feet (5ft.) shall be provided in front of each hydrant connection having a diameter greater than 2 ½ inches. The center of hose outlet shall be not less than 18 inches above final grade. (SLCFD Fire Prevention Code Resolution 740-23).

    Response: Acknowledged.

28. Site Plans submitted in accordance with this Fire Prevention Code shall include the size, layout, and offsite connections for the water distribution system and the location of all existing and proposed fire hydrants within one thousand (1,000) feet of the proposed project.

    Response: Acknowledged. This information has been added to the site plan.

VII. ST LUCIE COUNTY PUBLIC WORKS DEPARTMENT

Grant Chambers - The following comments are offered by SLC PW-Engineering

1. A traffic analysis including turn lane analysis is required at the cost of the applicant. The County and City have adopted the TPO's standard methodology for traffic analysis. Please coordinate with Kori Benton in the County's Planning department.

    Response: A Traffic Impact Statement (TIS), dated 2/19/2025, documenting that the Sunrise Village affordable housing project meets the de minimis impact thresholds requirements was submitted to the City of Fort Pierce with the original submittal package. After the 4/17/2025 City of Fort Pierce TRC meeting, the TIS was reviewed my St Lucie County and their Third-Party Traffic Consultants (Kimley Horn). Per the last email correspondence, from Alex Manning with Kimley Horn on 4/30/2025, the TIS was deemed sufficient and was under review.

    Attached to this submittal is a copy of the request Turn Lane Analysis report (dated 5/14/2025) requested by St Lucie County to review the turn lane needs at the project site access driveway. As indicated in the Turn Lane Analysis report, a left turn lane is warranted, and the right turn lane is not warranted. The site plan now reflects a 205-foot left turn lane to the site access driveway.

2. Additional Right-of-Way may be required if turn lanes are required.

    Response: As indicated in the Turn Lane Analysis report (dated 5/14/2025) at left turn lane is warranted and the right turn lane is not warranted. No additional right of way is required to construct the left turn lane to the site access driveway.

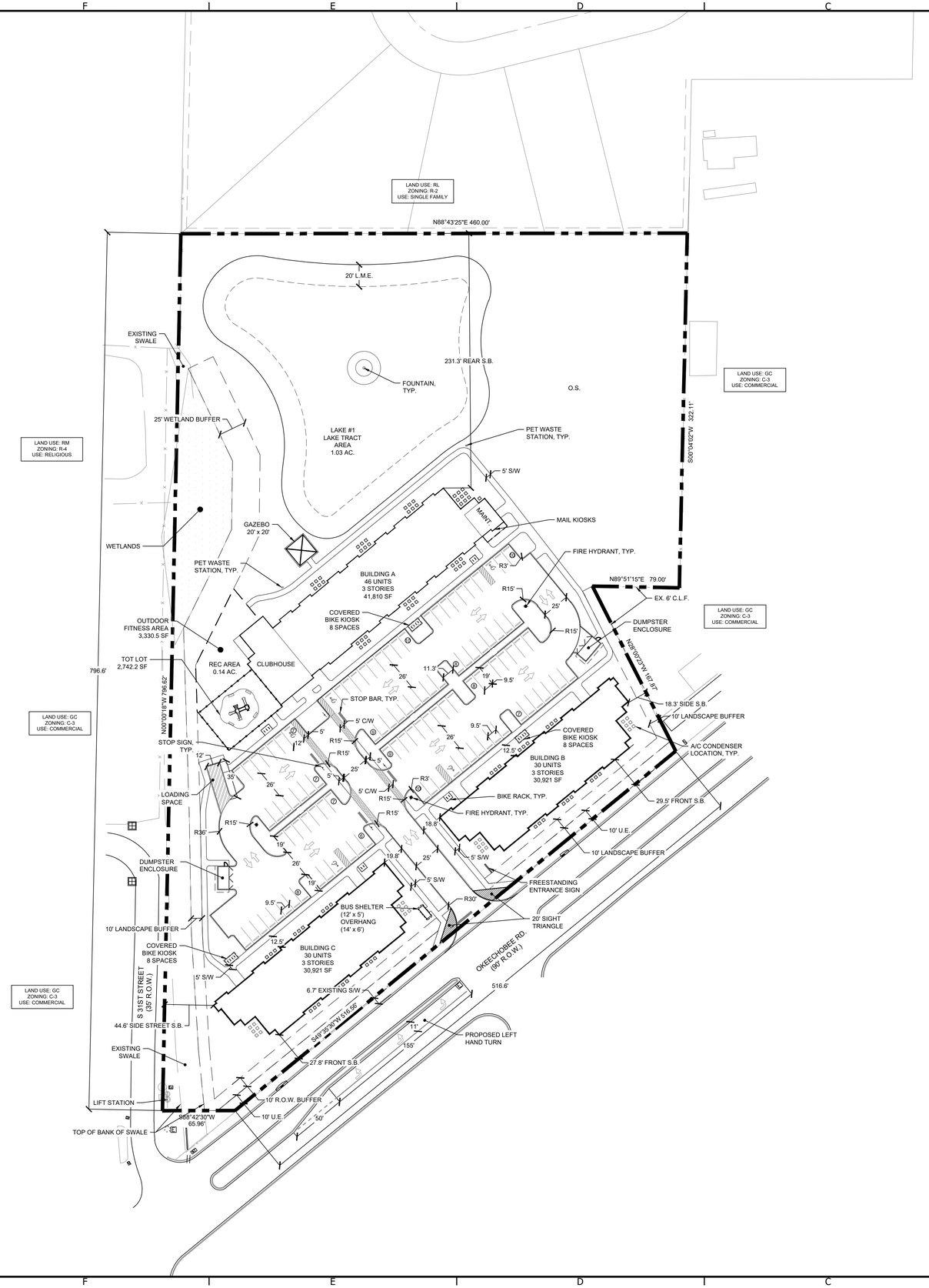
Thank you for your consideration. If you have any questions please reach out to me at 561-537-4533 or Jerrod.Purser@wginc.com.

Sincerely,

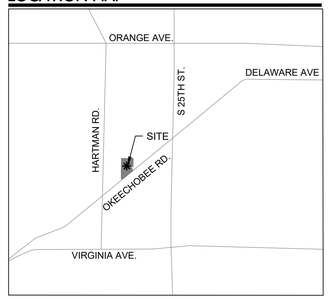
WGI, Inc.



Jerrod Purser, PLA
Senior Project Manager



LOCATION MAP



N

0 25 50 100

SCALE: 1" = 50'

SITE DATA

APPLICATION NAME	SUNRISE VILLAGE
EXISTING FUTURE LAND USE	RM
EXISTING ZONING DISTRICT	R-4
SEC 17 TOWN 35S	RANGE 40E
PROPERTY CONTROL NUMBER(S)	2417-504-0020-001-6
EXISTING USE	VACANT
PROPOSED USE	MULTIFAMILY
GROSS SITE AREA	6.80 AC.
TOTAL UNITS PROPOSED	106 DU
PROPOSED GROSS DENSITY	15.6 D.U./AC.
STANDARD PARKING REQUIREMENT	159 SPACES
TOTAL PARKING PROVIDED	106 SPACES
ACCESSIBLE PARKING PROVIDED	5 SPACES
BICYCLE SPACES REQUIRED	11 SPACES
BICYCLE SPACES PROPOSED	42 SPACES
COVERED BIKE SPACES	24 SPACES
EXTERIOR BIKE SPACES	18 SPACES
MAX BUILDING HEIGHT	45'
PROPOSED BUILDING HEIGHT	3 STORIES (45')
REC PROVIDED	0.14 AC.
PROPOSED LAKE TRACT AREA	(15.2%) 1.03 AC.
MAX. BUILDING LOT COVERAGE	(50%) 3.4 AC.
PROPOSED BUILDING LOT COVERAGE	(12.5%) 0.85 AC.
MIN. OPEN SPACE REQUIREMENT	(25%) 1.7 AC.
PROPOSED OPEN SPACE	(62.1%) 4.23 AC.

PROPERTY DEVELOPMENT REGULATION CHART

R-4 MF	MIN. LOT SIZE	MIN. LOT WIDTH	MIN. LOT DEPTH	MAX.LOT COVERAGE	MIN. BUILDING YARDS				MAX. BLDG. HEIGHT
					FRONT	SIDE CORNER	SIDE	REAR	
REQUIRED	0.1 AC.	75'	90'	50%	25'	15'	10'	20'	45'
PROPOSED	6.80 AC.	516.6'	796.6'	12.5%	27.8'	44.6'	18.3'	231.3'	45' (3 STORIES)

LEGEND

AC. = ACRES
ADT = AVERAGE DAILY TRIPS
C.L. = CENTER LINE
C.L.F. = CHAIN LINK FENCE
C/W = CROSSWALK
D.E. = DRAINAGE EASEMENT
D.U. = DWELLING UNITS
EX. = EXISTING
FLU = FUTURE LAND USE
INC. = INCOMPATIBILITY
L.A.E. = LIMITED ACCESS EASEMENT
L.M.E. = LAKE MAINTENANCE EASEMENT
L.M.A.E = LAKE MAINTENANCE ACCESS EASEMENT
L.S.E.= LIFT STATION EASEMENT
O.R.B. = OFFICIAL RECORD BOOK
O.S. = OPEN SPACE
P.B. = PLAT BOOK
PDR = PROPERTY DEVELOPMENT REGULATIONS
PG. = PAGE
R = RADIUS
ROW = RIGHT-OF-WAY
R/W = RIGHT-OF-WAY
S.B. = SETBACK
S.F. = SQUARE FEET
S/W = SIDEWALK
T.B.A. = TO BE ABANDONED
TYP = TYPICAL
U.E. = UTILITY EASEMENT
ULDC = UNIFIED LAND DEVELOPMENT CODE
W = WORKFORCE HOUSING UNIT
WFH = WORKFORCE HOUSING
T.B.R. = TO BE RELEASED

BY	REVISION	DATE	No.
IE	RESUBMITTAL	2025-05-15	1

CERT NO: 6991
561.687.2220
WGI.
WGInc.com
2035 VISTA PARKWAY, WEST PALM BEACH, FLORIDA 33411

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

PREPARED UNDER THE SUPERVISION OF WGI, INC. ON 2025-05-15

INITIAL SUBMITTAL
FEBRUARY 21, 2025

SUNRISE VILLAGE
CITY OF FORT PIERCE, FL

SITE PLAN

SHEET
SP-1
1 OF 1

11038.00

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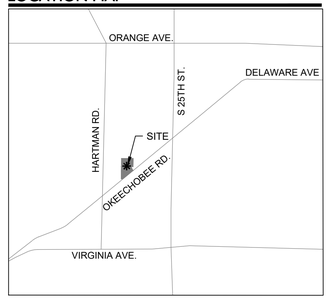
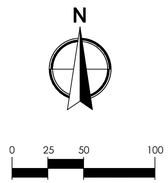
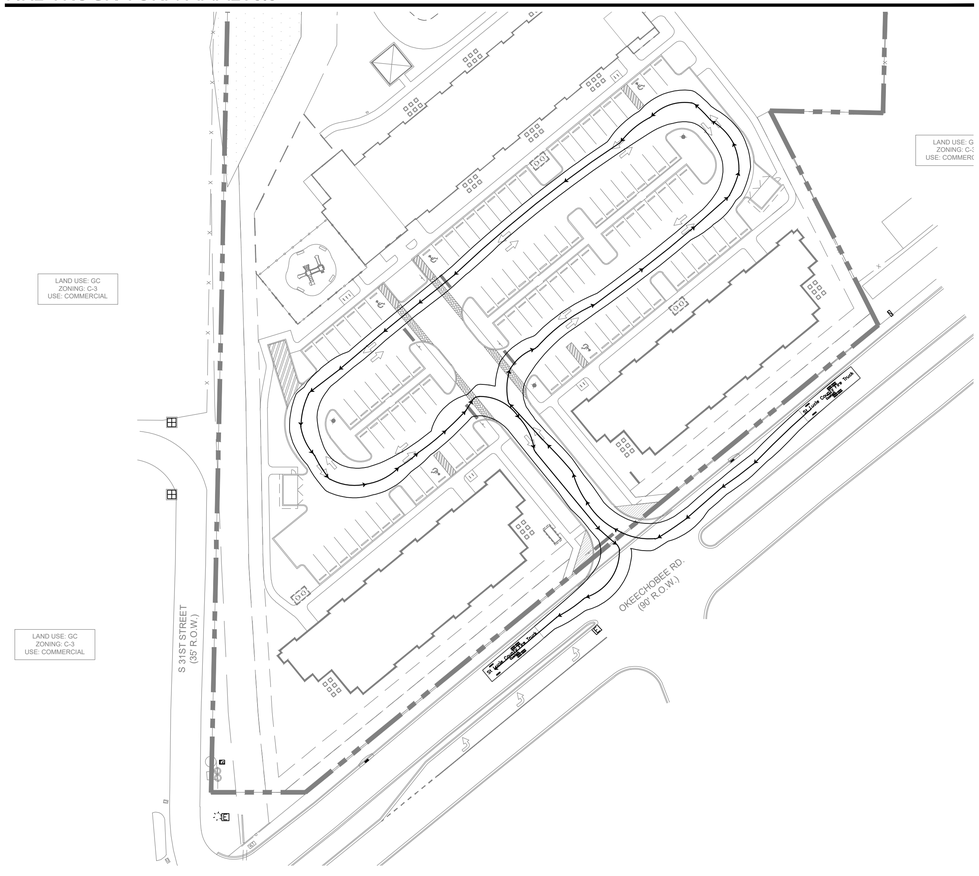
LOCATION MAP



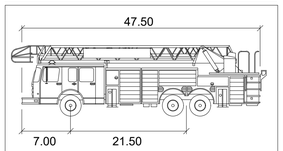


FIRE TRUCK TURN ANALYSIS



FIRE TRUCK TYPICAL

NTS.



St Lucie County Fire Truck

		feet
Width	:	10.50
Track	:	8.50
Lock to Lock Time	:	6.0
Steering Angle	:	41.5

LEGEND

AC. = ACRES
ADT = AVERAGE DAILY TRIPS
C.L. = CENTER LINE
C.L.F. = CHAIN LINK FENCE
C/W = CROSSWALK
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INITIAL SUBMITTAL
FEBRUARY 21, 2025

SUNRISE VILLAGE

CITY OF FORT PIERCE, FL

REGULATING PLAN

SHEET
SP-1
1 OF 1

11038.00

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PLOTTED: 2/21/2025 4:20 PM
PLOTTED BY: ISABELLA ENRIQUEZ
PLOTTING: \\wgi.com\data\Projects\11000-11099\11038.00 Blue Sky-Sunrise Ft Pierce\PLAN\CAD\11038000-PL SITE.dwg

DESIGN NARRATIVE
Sunrise Village
Application No. PZSITE2025-00009
Initial Submittal: February 21, 2025
Resubmittal: May 15, 2025

REQUEST

The following document serves as the Design Narrative for the proposed project known as Sunrise Village. This report outlines compliance with Section 125-314 – Design Review of the Land Development Code, and includes details of the proposed design and intent.

SITE CHARACTERISTICS

The subject property is identified by Parcel Number 241750400200016 and address 3000 Okeechobee Road, Fort Pierce, FL 34947. The 6.80-acre site is zoned Medium Density Residential (R-4) and has a Medium Density Residential (RM) Future Land Use Designation. 106 affordable multifamily dwelling units are proposed on the site, with amenities including a clubhouse, outdoor fitness area, 0.14-acre recreation area, gazebo, and 1.03-acre lake tract. The site aerial and parcel information are shown in Figure 1 and Table 1 below:

Figure 1 – Site Aerial

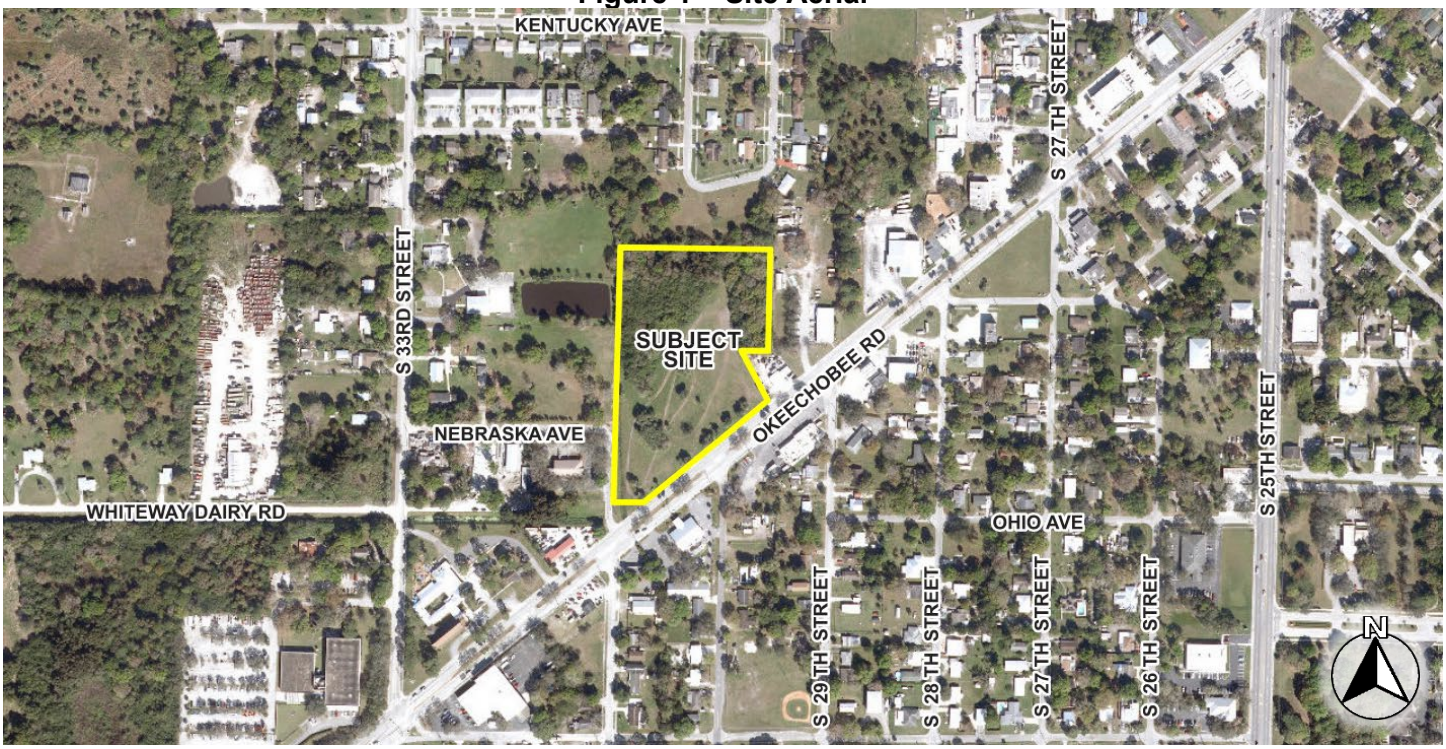


Table 1 – Parcels

Parcel Number	Owner	Acreage
2417-504-0020-001-6	Arrow Investment Group LLC	6.80 Acres

PROPOSED DEVELOPMENT

The proposed development includes 106 multifamily dwelling units dispersed throughout three buildings (A, B, and C). Building A includes 46 units, Building B includes 30 units and Building C includes 30 units. A 1.03-acre lake tract with a fountain is located on the northern portion of the site, bordered on the west by wetlands to be preserved. Existing vegetation on the northeast portion of the site is also preserved as development is concentrated closer to Okeechobee Road. The Applicant is requesting approval of the site as an Innovative

Community Development due to unique architecture, much needed affordable housing, on-site amenities, enhanced landscaping, preservation of the existing environment and transit-oriented design featuring access to public transportation, bicycle parking improvements and pedestrian connectivity.

The Applicant is requesting approval of a Conditional Use to allow for an Innovative Community Development. Details of the conditional use request are detailed further in the provided justification statement.

ARCHITECTURAL STANDARDS

The Design Review Process requires that the development proposal complies with the Architectural standards approved by Resolution 24-R57 in December 2024 and reflected in Section 125-314 of the code.

The proposed architecture complies with the standards, providing an Anglo-Caribbean architecture style, which is deemed appropriate for the city based on historical precedence and building scale. The buildings are designed as Anglo-Caribbean and are three stories in height. Building A includes 46 units, Building B includes 30 units, and Building C includes 30 units. Each building is a garden style apartment with open stairwells and breezeways. Proposed buildings are three stories in height and incorporate a variety of materials in the design. Undulating facades and changes in roof height emphasize the vertical, breaking up the horizontal. Brackets are visible at the roof on the taller facades. Construction materials consist of exterior CMU walls, wood interior partitions, and wood roof trusses. Typical building finishes are painted stucco, shingle roofing, and vinyl windows. Building A includes the clubhouse amenity space comprised of a great room, activity room, offices, and fitness room for use by residents. Within this building there are taller ceilings between level one and two. There is a mix of 1 bedroom, 2 bedroom, and 3 bedroom units in each building to meet FHA and UFAS compliance as required.

APPROVAL STANDARDS – DESIGN REVIEW

Per Section 125-314(e)(1), the following standards are considered by the design review board when reviewing the application.

a. *The design, including landscape features, is architecturally compatible with surrounding structures so as to be reasonably harmonious in landscaping, style, and color;*
The proposed architectural style is Anglo-Caribbean which is consistent with the City's architectural standards based on historical precedence. A variety of construction materials and unique façade design is proposed as well. Refer to the architectural plans provided. Architectural design is paired with enhanced landscape design. Enhanced landscaping is provided in the right of way buffer, along Okeechobee Road, and within the buffers adjacent to neighboring properties. Proposed landscaping material and height are strategically designed to provide a sustainable barrier that fosters both visual and environmental harmony between properties.

b. *If the property is located within a historic preservation district, the design features are reasonably consistent with the historic character of the predominant architectural style within the district;*
This criterion is not applicable. The site is not located within a historic preservation district.

c. *The design features will enhance or preserve the quality of the surrounding area so as not to detract from existing property values or impact adversely on existing scenic, natural, or historic beauty;*
The proposed development will enhance and preserve the quality of the surrounding area. The immediate area has been analyzed and the proposed design intends to bring both aesthetic value and support the surrounding uses and businesses by providing affordable housing units.

d. *The design avoids undue monotony in structural design features.*
The proposed architectural design avoids undue monotony in structural design features. A variety of materials and decorative design elements are provided, described in the Architectural Standards section of this narrative. Please refer to the architectural plans provided for further visuals.

CONCLUSION

On behalf of the Applicant, WGI respectfully requests approval of a 106-unit multifamily affordable housing development. This document serves as a project conformance narrative to demonstrate compliance with the design review guidelines established in the land development code.

JUSTIFICATION STATEMENT
Sunrise Village
Application No. PZSITE2025-00009
Initial Submittal: February 21, 2025
Resubmittal: May 15, 2025

REQUEST

On behalf of the Applicant, WGI is requesting approval of the following:

1) **Major Site Plan** for 106-unit affordable housing multifamily development.
2) **Design Review** for 106-unit affordable housing multifamily development.
3) **Conditional Use** for an Innovative Community Development.
4) **Density Bonus** of 5 units per acre per section 125-326(b)(2) in the land development code.

SITE CHARACTERISTICS

The 6.80-acre subject property is identified by Parcel Number 241750400200016 and is located at 3000 Okeechobee Road, Fort Pierce, FL 34947. The site is zoned Medium Density Residential (R-4), has a Medium Density Residential (RM) Future Land Use Designation, and is located in Flood Zone X. **Figure 1** and **Table 1** below reference the general location of the site and ownership information.

Figure 1 – Site Aerial



Table 1 – Parcels

Parcel Number	Owner	Acreage
2417-504-0020-001-6	Arrow Investment Group LLC	6.80 Acres

DEVELOPMENT HISTORY

The subject site was previously approved by the City Commission in 2023 for a 112-unit multi-family development known as Aria Apartments. The approved development included 112 multi-family units, a 2,168 square foot clubhouse with a pool, and additional amenities and improvements to the site.

Table 2 – Previous Approvals

Application	Request(s)	Resolution/Approval Date
Aria Apartments	Approval of a Site Plan (Development Review and Design Review) and Conditional Use to construct a 112-unit multi-family innovative residential development with a 2,168 square foot clubhouse with a swimming pool, and associated site improvements.	01/17/2023

SURROUNDING PROPERTIES

The surrounding uses of residential and institutional are compatible with the proposed development. The site is predominately surrounded by low and medium density residential and low-intensity commercial uses.

Table 3 – Surrounding Properties

	FLU Designation	Zoning District	Existing Use
North	Low Density Residential (RL)	Single-family intermediate density (R-2)	Single Family Homes
South	General Commercial (GC)	General Commercial (C-3)	Commercial
East	General Commercial (GC)	General Commercial (C-3)	Industrial (Auto Body Shop) Retail (Habitat for Humanity Restore)
West	Medium Density Residential (RM)	Medium density residential (R-4)	Residential Vacant Commercial
	General Commercial (GC)	General Commercial (C-3)	

North: Immediately to the north of the site are primarily single-family residential homes. This area is zoned R-2, with a Future Land Use Designation of RL.

South: Immediately to the south of the site is Okeechobee Road. Just south of Okeechobee Road is additional commercial development zoned C-3 with a future land use designation of GC.

East: Immediately to the east of the site is commercial development, including an auto body shop and a retail Habitat for Humanity Restore. This land is zoned C-3 and has a future land use designation of GC.

West: Immediately to the west of the site are a mix of uses. There is vacant land, a single-family lot, and a commercial building. The northern parcels are zoned R-4 with a future land use of RM, and the southern parcels are zoned C-3 and have a future land use designation of GC.

PROPOSED DEVELOPMENT

The proposed development includes 106 multifamily dwelling units dispersed throughout three buildings (A, B, and C). Building A includes 46 units, Building B includes 30 units and Building C includes 30 units. A 1.03-acre lake tract with a fountain is located on the northern portion of the site, bordered on the west by wetlands to be preserved. Existing vegetation on the northeast portion of the site is also preserved as development is concentrated closer to Okeechobee Road. The Applicant is requesting approval of the site as an Innovative Community Development due to unique architecture, much needed affordable housing, on-site amenities, enhanced landscaping, preservation of the existing environment and transit-oriented design featuring access to public transportation, bicycle parking improvements and pedestrian connectivity.

PROPERTY DEVELOPMENT STANDARDS (R-4 ZONING DISTRICT)

The subject site is zoned Medium Density Residential (R-4), which has a set of required property development regulations established in Sec. 125-194. The proposed development is designed as an innovative community development, which allows for more flexible regulations that may supersede the R-4 district. However, the development is designed to comply with the R-4 district and standard zoning regulations with exception to a reduction to the proposed vehicular parking. The sections below outline the standard and proposed regulations.

Density

Per Section 125-194 (a), the R-4 district allows for a maximum of ten dwelling units per acre for conventional developments, and twelve units per acre for innovative residential developments. The Applicant is proposing an innovative community development, outlined later in this report, which allows for a total base density of twelve dwelling units per acre.

The Applicant is requesting an additional 5 dwelling units per acre density bonus outlined in Section 125-326(b)(2), allowing for a maximum density of 17 dwelling units per acre. The site is located within a one-fourth mile radius of a transit stop, which allows up to a five dwelling unit per acre density bonus. Therefore, the maximum density permitted is seventeen (17) dwelling units per acre. Please note that the proposed development is consistent with the previously approved 17 dwelling unit per acre development.

Uses

The proposed development will include 106 multifamily residential units, with accessory uses including a clubhouse and recreation area. Multi-Dwelling buildings are permitted in the R-4 zoning district per Section 125-187 - Allowed Uses.

Property Development Regulations

The table below details standard property development regulations required by Section 125-194.

Table 4 – Property Development Regulations

Standard	Required	Provided
Minimum Lot Area	0.1 acre	6.80 acres
Minimum Lot Width	75 feet	516.6’
Minimum Lot Depth	70 feet	796.6’
Maximum Lot Coverage	50 percent	12.5 percent
Minimum Yards		
Front Yard Depth	25 feet	27.8 feet
Side Corner	15 feet	42 feet
Side Yard Depth	10 feet	13.4 feet
Rear Yard Depth	20 feet	231.8 feet
Maximum Building Height	45 feet	45 feet (3 stories)

Parking

A parking study prepared by High Point Engineering, Inc. is provided to support the proposed reduction in vehicular parking from the standards outlined in Section 125-315 of the code. Section 125-243(a) of the code states that reductions in required on-site parking may be utilized for innovative community developments, for which the Applicant is requesting conditional use approval.

Section 125-315 of the land development code requires 1.5 spaces per multifamily unit, or 159 spaces. The proposed development is providing 106 vehicular parking spaces based on anticipated demand and design of the development. Per the parking demand study, a future resident of this development will possess, on average, less than one vehicle per bedroom. The study also reviews an existing affordable housing development in the City of Fort Pierce named Blue Sky Landing as a case study for comparison. The findings of the study determined that the peak parking demand ratio versus bedrooms measured during the day of observations was less than

the proposed onsite parking spaces per bedroom. As Blue Sky Landing and the proposed Sunrise Village development are located within the same geographic area, have a similar anticipated demographic group, close proximity to public transit and comparable design features, the peak parking demand ratios collected at Blue Sky Landing support the estimated future peak parking demand of Sunrise Village. Refer to the parking demand study and supporting narrative for further details, data, and analysis. In addition, the design of the proposed development to promote bicycle use and pedestrian connectivity further supports the reduction in vehicular parking provided.

Reduced parking on site will result in less impervious area and a reduction to the urban heat island effect. The table below compares pervious and impervious calculations for the proposed 106 parking spaces versus 159 spaces by standard requirements. By reducing parking on-site, there is a 6.3 percent reduction of impervious area.

Table 5 – Pervious and Impervious Calculations

	Number of Spaces	Pervious Area	Impervious Area
Standard Parking	159	(60.5%) 179,142.57 SF	(39.5%) 116,870.40 SF
Proposed Parking	106	(66.8%) 197,692.57 SF	(33.2%) 98,320.40 SF

INNOVATIVE COMMUNITY DEVELOPMENT

The Applicant is requesting Conditional Use approval of the proposed development as an Innovative Community Development. Per section 125-243(a) in the code, “Innovative community developments are primarily creative and imaginative housing, mixed-use and community-oriented development.” Additionally, “Innovation is achieved by use of material, solar juxtaposition, clustering, positive environmental impacts, energy efficiency, economic sustainability and by employing methods to achieve distinctiveness and excellence in siting, design, pedestrian accessibility, and landscaping. Reductions in required on-site parking, adoption of reduced and zero setbacks, expedited planning review and reductions in various building siting requirements are used to encourage these developments.” The proposed development meets this intent through the elements outlined below.

- **Material -** High-performance, sustainable materials including block exterior walls and low-VOC interior finishes are incorporated into the design. These enhance durability, lower long-term maintenance, and reduce environmental impact.
- **Solar Juxtaposition -** The site plan is oriented to maximize southern exposure for rooftops, ensuring optimal conditions for solar panel installation if the budget will allow. This improves energy efficiency and supports future renewable energy integration.
- **Clustering** - All units are located in one quadrant of the site, ensuring that all units are close to the street to accommodate pedestrian and bike accessibility. This also preserves a substantial part of the site in its current semi-natural state.
- **Positive Environmental Impacts** - The project includes retention areas and native landscaping to enhance stormwater management, reduce runoff, and support pollinator habitats. We are also reusing portions of existing outfall swale to reduce redundancies. Additionally, the site is designed around existing wetland areas that will remain.
- **Energy Efficiency** - All units are designed to meet Energy Star standards, with high-efficiency HVAC systems, insulation, and appliances. Verdant systems allow management to monitor and manage humidity levels in the units. The project will achieve NGBS green certification.
- **Economic Sustainability** - A mix of unit types and income levels will be provided, all below 80% AMI. Therefore, this is a 100% attainable workforce (affordable) housing, which supports economic diversity within the community.
- **Distinctiveness and Excellence in Siting** - The development is designed around a large pond and green space that serves as a communal focal point. Each building is carefully positioned to take

advantage of views, sunlight, and connectivity to shared amenities. Amenities include a playground, outdoor fitness area, gazebo overlooking the pond, and clubhouse.

- **Design -** The architectural style incorporates a blend of modern and traditional elements, and an Anglo Caribbean architectural style with varied rooflines, open stairwells and breezeways, and quality façade treatments. This avoids repetition and enhances neighborhood character.
- **Pedestrian Accessibility** - A network of sidewalks connects all residential units to amenity spaces, transit stops, and offsite neighborhood areas. Onsite traffic calming measures will prioritize safety for pedestrians and cyclists.
- **Landscaping** - Enhanced landscaping that includes drought-tolerant, native species, and shade trees is provided throughout the site and exceeds code requirements in several areas. Landscaped buffers soften building edges and define outdoor gathering areas, contributing to a strong sense of place.

Several amenities are provided on site for residents including a tot lot/playground, outdoor exercise area, clubhouse, and gazebo. The clubhouse is comprised of a great room, activity room, offices, and fitness room, and the gazebo overlooks the lake and open space at the north end of the site.

Additionally, the design encourages the use of multiple modes of transportation by providing covered bike kiosks and a surplus of bicycle parking. The site is also located within one quarter of a mile from the Okeechobee and 33rd Street bus stop which can be safely reached by residents utilizing the proposed internal sidewalk that connects to the existing sidewalk on Okeechobee Road. Bio-retention is also proposed in the median area of the center parking for additional stormwater treatment. The overall site design will incorporate Crime Prevention Through Environmental Design (CPTED) elements and will be CPTED certified.

Per section 125-243(c), multifamily developments are considered an appropriate use for an innovative community development if the use is permitted in the zoning district. Multi-Dwelling buildings are permitted in the R-4 zoning district per Section 125-187 - Allowed Uses. The development will be comprised of one hundred percent affordable units which will bring much needed affordable housing to the area. Buildings are oriented with the intent of working around the existing natural features on the site, including an existing wetland in the northwest corner to be preserved and natural open space in the northeast corner. The majority of existing vegetation on site is located on the northeast and northwest portions of the site, therefore buildings are located on the southern portion of the site closest to Okeechobee Road.

Pedestrian circulation with looped access is provided on site, forming internal connections between the residential buildings and amenities as well as external connections to Okeechobee Rd. The design encourages the use of multiple modes of transportation by providing covered bike kiosks and a surplus of bicycle parking. The site is also located within one quarter of a mile from the Okeechobee and 33rd Street bus stop which can be safely reached by residents utilizing the proposed internal sidewalk that connects to the existing sidewalk on Okeechobee Road.

The proposed development features an Anglo Caribbean architectural style with three story garden apartments containing open stairwells and breezeways. A variation of materials are proposed, including exterior CMU walls, wood interior partitions, and wood roof trusses. Typical building finishes are painted stucco, shingle roofing, and vinyl windows. Refer to the provided architectural floor plans, elevations and color board.

Enhanced landscaping is provided throughout the site as well, exceeding code requirements in several areas throughout the site. The 10-foot right of way buffer along Okeechobee Road exceeds the minimum code requirements, showcasing a commitment to enhanced environmental integration. Along Okeechobee Rd, an upgraded streetscape is incorporated into the buffer, utilizing a mix of relocated palms and proposed trees to meet buffer requirements and serve as vertical elements within the streetscape. The strategic layering of shrubs and groundcover not only enhances aesthetic appeal but also supports ecological sustainability by promoting biodiversity and soil health within the buffer zone.

Within the east and west buffers, the height of proposed trees either meet or exceed code requirements, emphasizing an effort to create a green, sustainable barrier that fosters both visual and environmental harmony between properties.

The entrance design for the development exceeds code requirements with enhanced landscaping to elevate the overall aesthetic and experience. A combination of vertical elements, such as Royal Palms and Japanese Blueberry trees, are alternated to create a distinguished sense of arrival. Beneath the trees, carefully selected shrubs and groundcovers are layered to support local ecosystems while ensuring year-round visual interest. The entrance area and landscaping islands along the entrance drive utilize the same plant species to establish a cohesive and consistent experience. This design approach balances both beauty and ecological health, reflecting a commitment to sustainable landscaping practices.

At the terminal island near the clubhouse, a specimen Royal Poinciana tree is thoughtfully placed as a focal point, visible from the entry drive for the development. Surrounding it, a layered composition of shrubs and groundcover provides a sustainable and attractive environment that enhances the overall landscape design, encouraging biodiversity while offering visual interest year-round.

The development meets the intent of an Innovative Community Development by proposing unique architectural design, enhanced landscaping, and overall creative design practices.

DENSITY BONUS – PROXIMITY TO TRANSIT STOP

The Applicant is requesting approval of an additional density bonus in accordance with Sec. 125-326(b)(2). This section allows for a density bonus of up to five dwelling units per acre for development located within one-fourth mile radius of a rail station, multimodal transit center, or transit stop. The subject site is located within a one-fourth mile radius of the Okeechobee Road and S 33rd Street bus stop. Figure 2 below shows the subject property, bus stop location, and ¼ mile radius. The criteria are as follows:

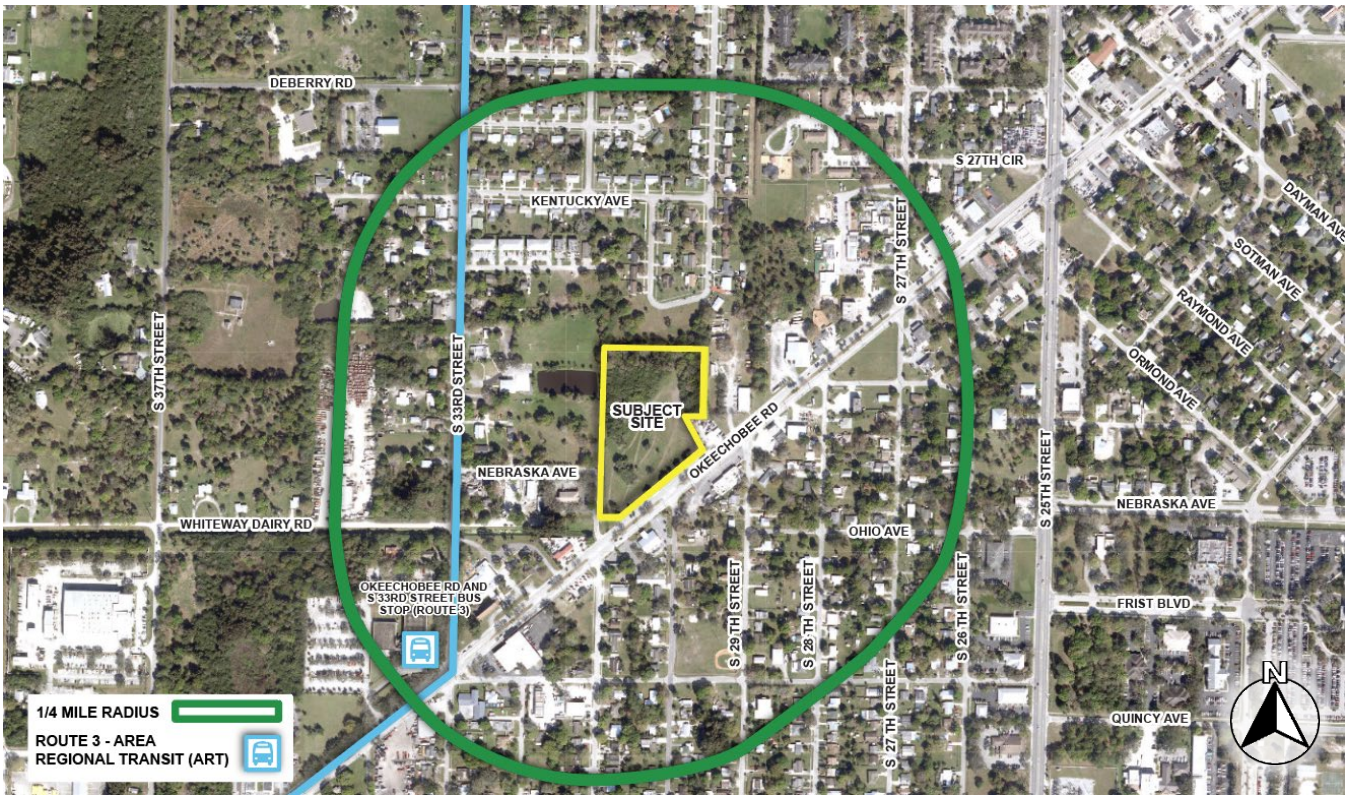
1) *Property located within the coastal high hazard area (CHHA), as defined by the adopted city comprehensive plan and the state statutes, is not eligible for density bonus provisions;*
   The subject site is not located within the CHHA, therefore it is eligible for density bonus provisions.

2) *A maximum of five dwelling units per acre density bonus is permitted for development located within one-fourth mile radius of a rail station, multimodal transit center or transit stop;*
   The subject site is located within one-fourth of a mile from the Okeechobee Rd and S 33rd Street Bus Stop that is within Route 3 of the *Area Regional Transit (ART) system.*

3) *The rail station, multimodal transit center or transit stop must be serviced by the regulating transit authority of the particular transportation facility at the time that the density bonus is awarded;*
   Stated above, the Okeechobee Rd and S 33rd Street Bus Stop is services by the Area Regional Transit (ART) system.

4) *Development is eligible for density bonus provisions if it is located within the one-fourth-mile radius by any measure; and;*

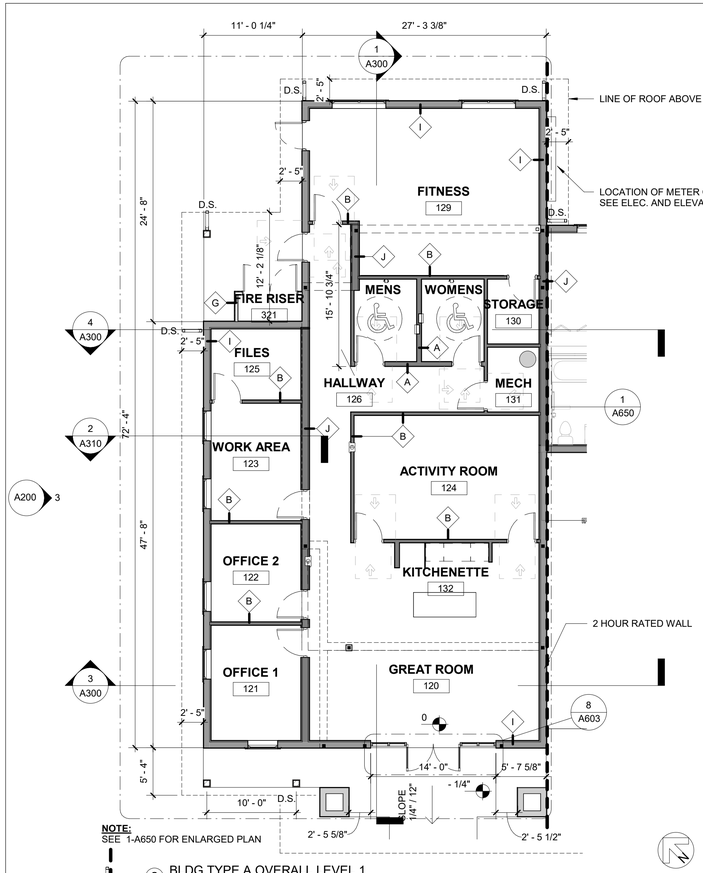
The subject site is located within one-fourth of a mile from the Okeechobee Rd and S 33rd Street Bus Stop that is within Route 3 of the *Area Regional Transit (ART) system*.



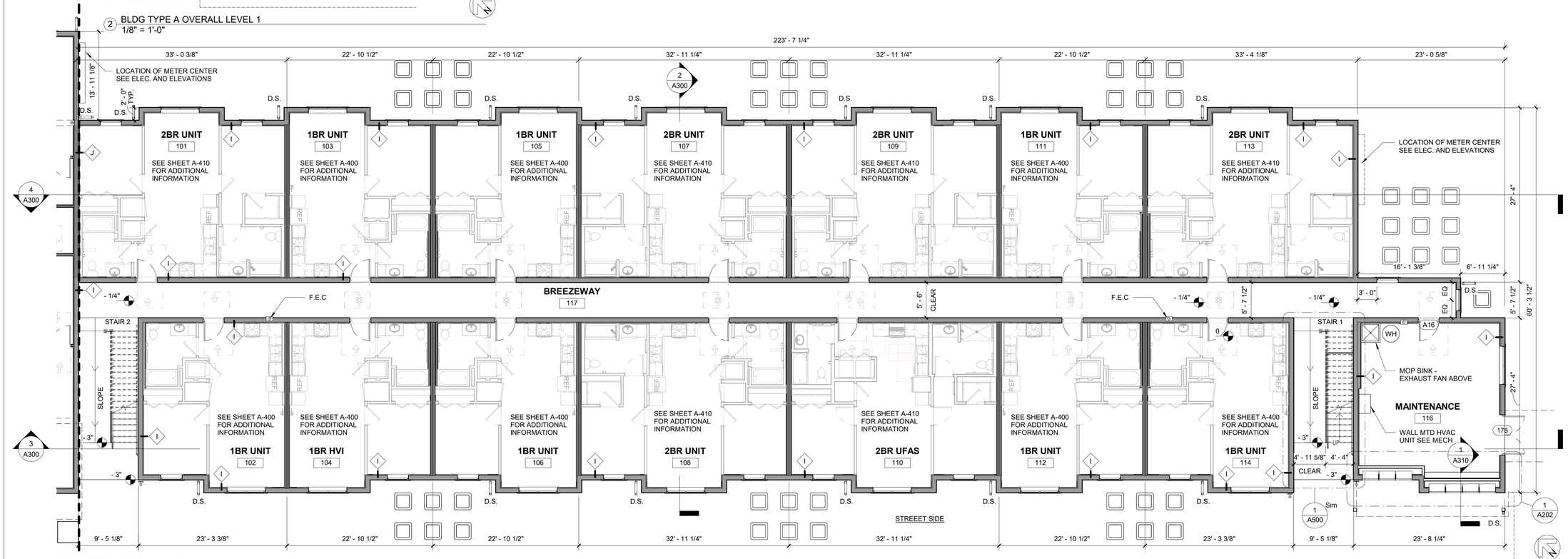
5) *The director of planning may make the determination that a development is eligible for density bonus provisions if it is located outside the one-fourth-mile radius but within an enclave surrounded on all sides by several density bonus boundary limits.*
This criteria is not applicable, as the site is located within the one-fourth mile radius of a transit stop.

CONCLUSION

On behalf of the Applicant, WGI, Inc. is requesting approval of a Major Site Plan for a 106-unit affordable housing multifamily development, Conditional Use to allow an Innovative Community Development, Density Bonus of 5 units per acre per section 125-326(b)(2) in the land development code, and Design Review Approval for the 106-unit affordable housing multifamily development.



2 BLDG TYPE A OVERALL LEVEL 1
1/8" = 1'-0"



1 BLDG TYPE A OVERALL LEVEL 1
1/8" = 1'-0"

GENERAL NOTES - FLOOR PLAN

1. ALL DIMENSIONS ARE FROM EXTERIOR FACE OF CMU, COLUMN LINE, FACE OF INTERIOR STUD, OR FACE OF EXTERIOR SHEATHING U.N.O.
2. REFER TO CIVIL PLAN FOR NORTH ORIENTATION
3. EDGE OF DOOR JAMB SHALL BE MINIMUM 4" FROM INTERSECTING WALL UNLESS OTHERWISE NOTED OR AS REQUIRED FOR HARDWARE INSTALLATION.
4. LOCATION AND NUMBER OF FIRE EXTINGUISHERS ARE TO BE INSTALLED PER THE DIRECTION OF THE LOCAL AUTHORITIES AND NFPA 10.
5. ALL INTERIOR FINISHES ARE TO COMPLY WITH THE REQUIREMENTS AS SET FORTH IN THE CURRENT STANDARD EDITION OF ALL GOVERNING CODES, REGULATIONS AND ORDINANCES HAVING JURISDICTION OVER THE SCOPE OF WORK.
6. GENERAL CONTRACTOR WILL SECURE ALL BUILDING PERMITS & INSPECTIONS NECESSARY FOR THE CONSTRUCTION OF THE PROJECT.
7. GENERAL CONTRACTOR SHALL COORDINATE ALL WOOD BLOCKING, STEEL SUPPORTS AND ANY OTHER ITEMS WHICH ARE IMBEDDED IN DRYWALL PARTITIONS OR ENCLOSURES WHICH RELATE TO HIS WORK OR THE WORK OF ANY SEPARATE CONTRACTORS.ALL WOOD BLOCKING, BRIDGING, BRACING, FRAMING, ETC., SHALL BE FIRE RETARDANT TREATED AS CALLED FOR BY THE GOVERNING BUILDING CODE AND THE CONTRACTOR MUST SUBMIT AFFIDAVITS OF SUCH FIRE TREATMENT TO THE OWNERSHIP.
8. REFER TO EXTERIOR ELEVATIONS AND WINDOW / DOOR SCHEDULE FOR ADDITIONAL STOREFRONT INFORMATION
9. REFERENCE ENGINEERING PLANS FOR PLUMBING AND ELECTRICAL EQUIPMENT AND SYSTEMS. CONTRACTOR TO VERIFY AND COORDINATE PLUMBING ROUGH-IN DIMENSIONS WITH PLUMBER.
10. TWO-WAY COMMUNICATION TO BE PROVIDED NEAR ELEVATOR PER FBC 907.5.2.2.

FLOOR PLAN LEGEND

101A — INDICATES NEW DOOR TYPE
REFER TO DOOR AND FRAME SCHEDULE XXX

1I — INDICATES NEW PARTITION TYPE
REFER TO PARTITION SCHEDULE

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SUNRISE VILLAGE

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Fort Pierce, Florida 34947

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A STATEMENT ON "ALL" SIGNED AND SEALED PLANS THAT TO THE BEST OF THE ARCHITECTS KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE MINIMUM BUILDING CODES.

SEAL

ISSUE	BY	DATE	DESCRIPTION
1		5/14/25	100% Review Set

PROJECT INFORMATION BLOCK

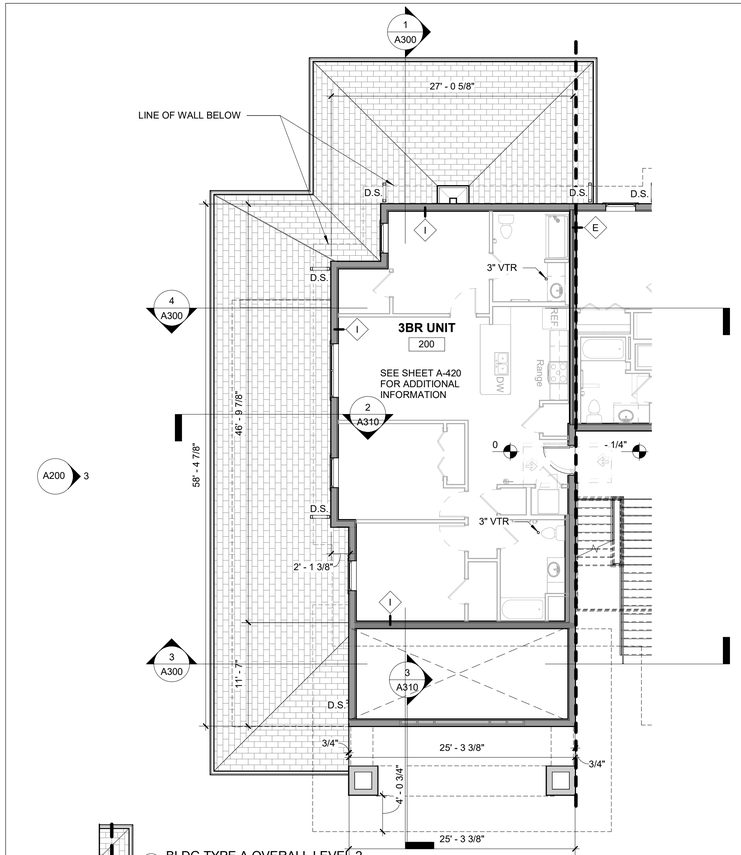
JOB #	240052
DATE:	5/14/2025
DRAWN BY:	DAC
CHECKED BY:	AME

SHEET TITLE

BUILDING TYPE A LEVEL 1 OVERALL PLAN

SHEET NUMBER

A110



② BLDG TYPE A OVERALL LEVEL 2
1/8" = 1'-0"



① BLDG TYPE A OVERALL LEVEL 2
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SEAL

ISSUE	BY	DATE	DESCRIPTION
1		5/14/25	100% Review Set

PROJECT INFORMATION BLOCK

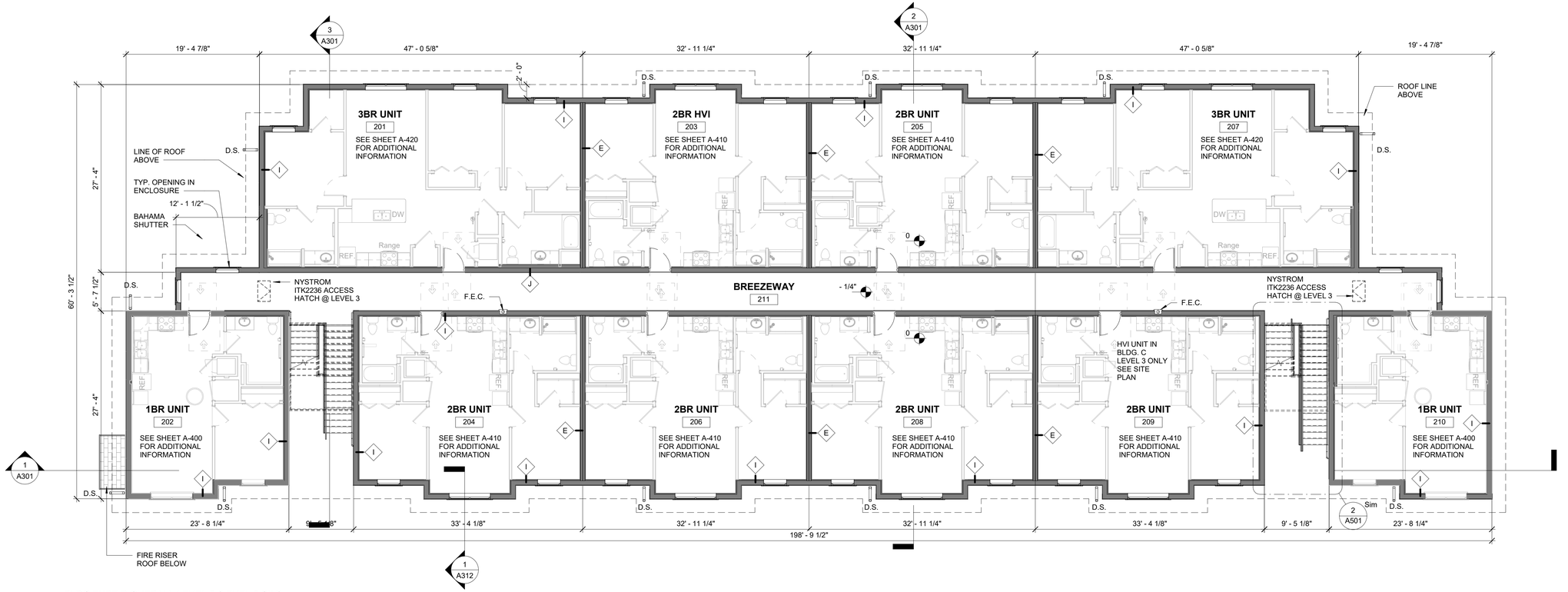
JOB #	240052
DATE:	5/14/2025
DRAWN BY:	DAC
CHECKED BY:	AME

SHEET TITLE

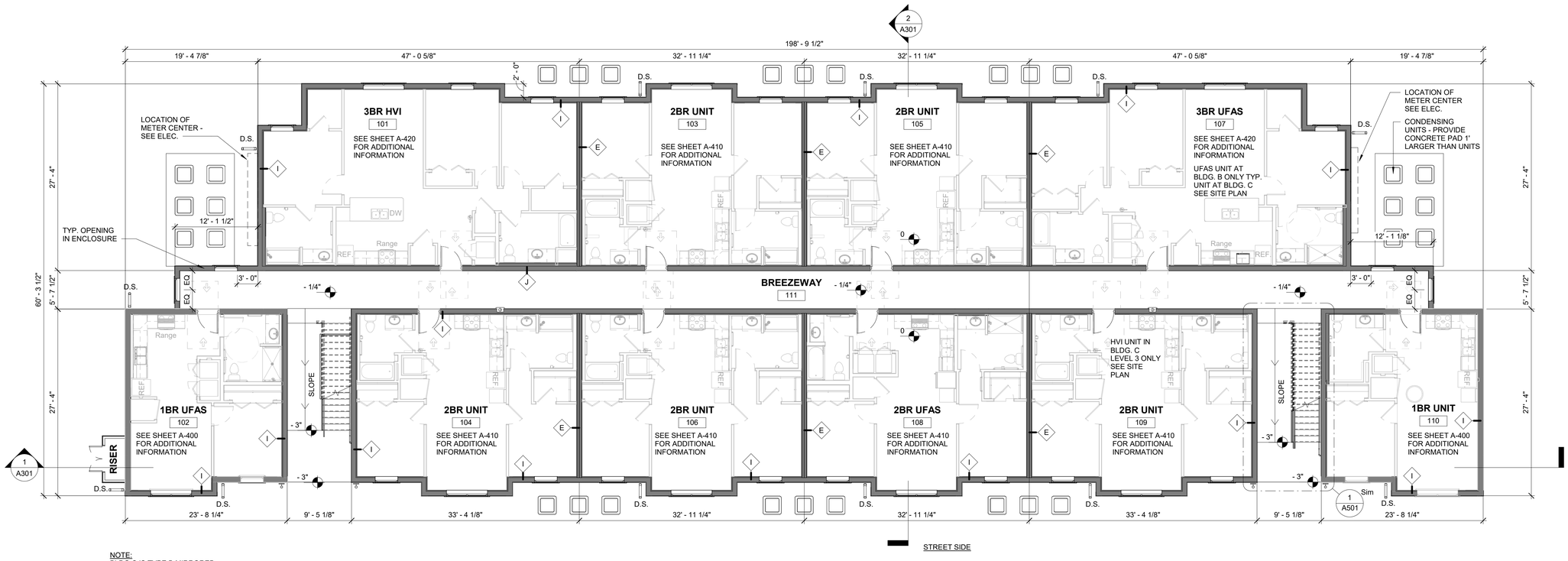
BUILDING TYPE A LEVEL 2 OVERALL PLANS

SHEET NUMBER

A111



2 BLDG TYPE B OVERALL LEVEL 2 (LEVEL 3 SIM)
1/8" = 1'-0"



NOTE:
BLDG C IS TYPE B MIRRORED

1 BLDG TYPE B OVERALL LEVEL 1
1/8" = 1'-0"

bdg architects
400 N Ashley Drive
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Tampa, FL 33602
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SUNRISE VILLAGE

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SEAL

ISSUE	BY	DATE	DESCRIPTION
1		5/14/25	100% Review Set

PROJECT INFORMATION BLOCK

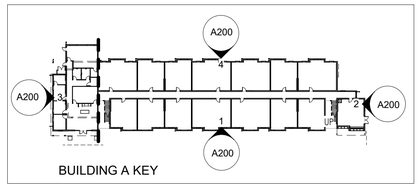
JOB #	240052
DATE:	5/14/2025
DRAWN BY:	DAC
CHECKED BY:	AME

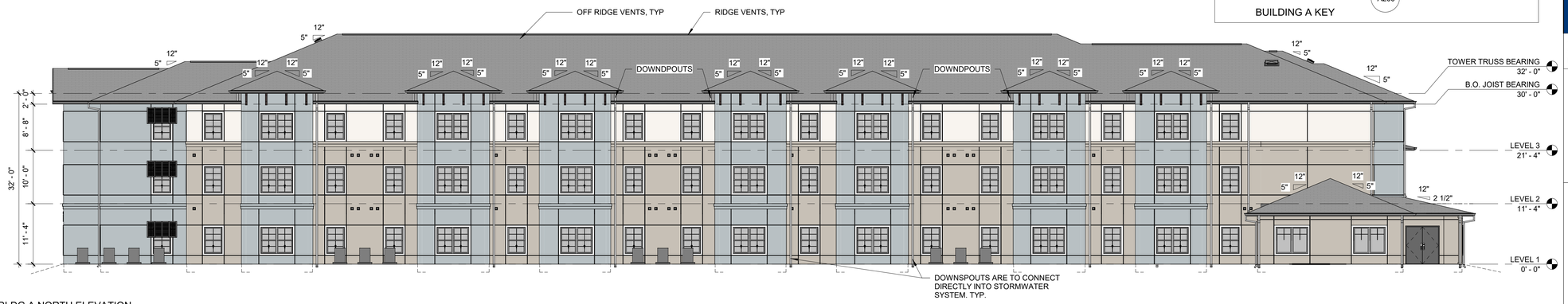
SHEET TITLE

BUILDING TYPE B OVERALL PLANS

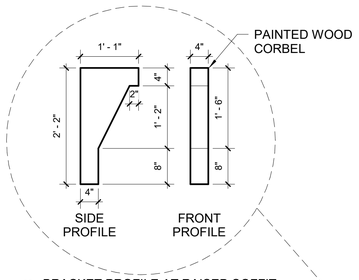
SHEET NUMBER

A120

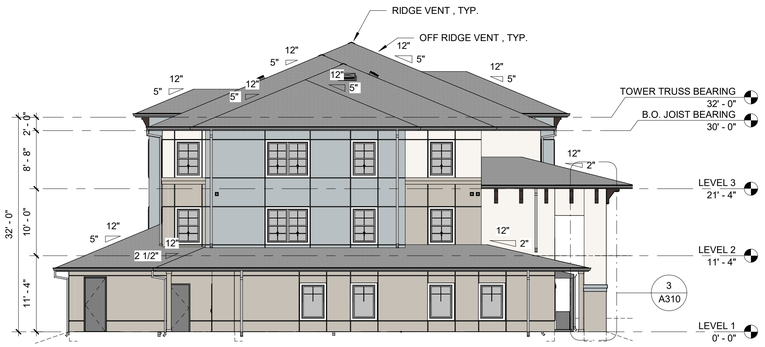




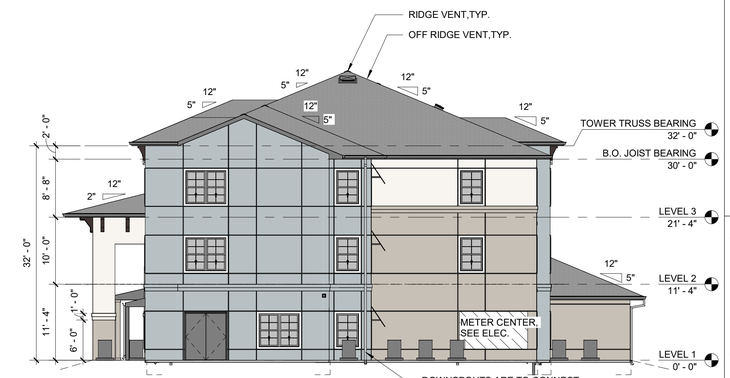
4 BLDG A NORTH ELEVATION
3/32" = 1'-0"



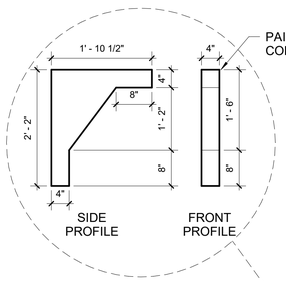
9 BRACKET PROFILE AT RAISED SOFFIT
3/4" = 1'-0"



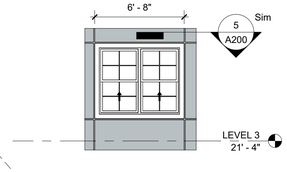
3 BLDG A EAST ELEVATION
3/32" = 1'-0"



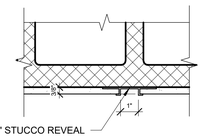
2 BLDG A WEST ELEVATION
3/32" = 1'-0"



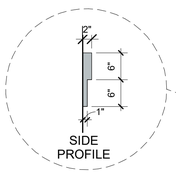
8 BRACKET PROFILE AT CLUBHOUSE
3/4" = 1'-0"



6 SINGLE HUNG ELEV.
3/16" = 1'-0"



5 REVEAL @ WINDOW
3" = 1'-0"



7 CIP BAND
3/4" = 1'-0"



1 BLDG A SOUTH ELEVATION
3/32" = 1'-0"

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SEAL

ISSUE	BY	DATE	DESCRIPTION
1		5/14/25	100% Review Set

PROJECT INFORMATION BLOCK

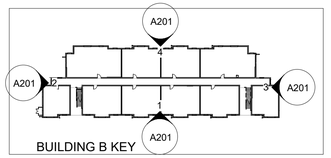
JOB #	240052
DATE:	5/14/2025
DRAWN BY:	DAC
CHECKED BY:	AME

SHEET TITLE

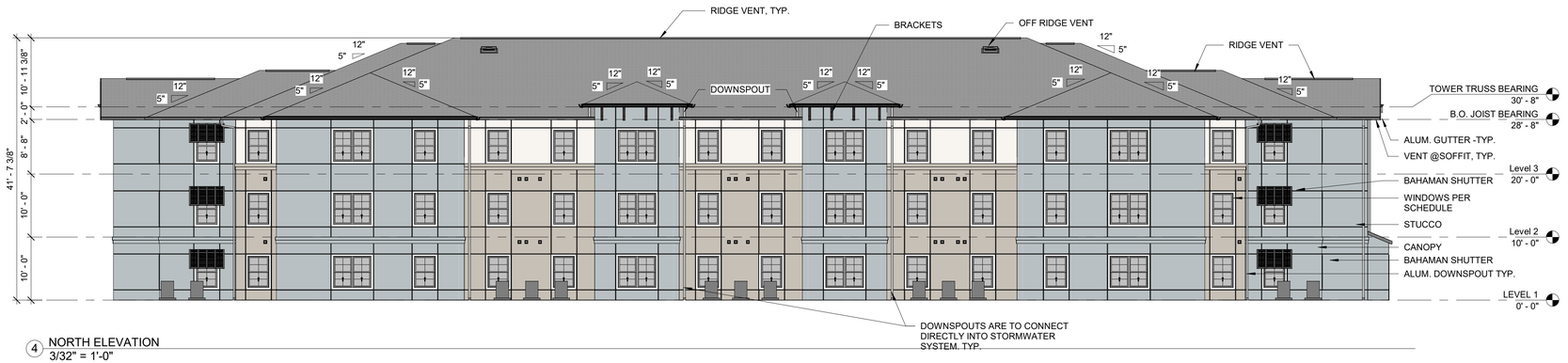
BUILDING TYPE A
EXTERIOR ELEVATIONS

SHEET NUMBER

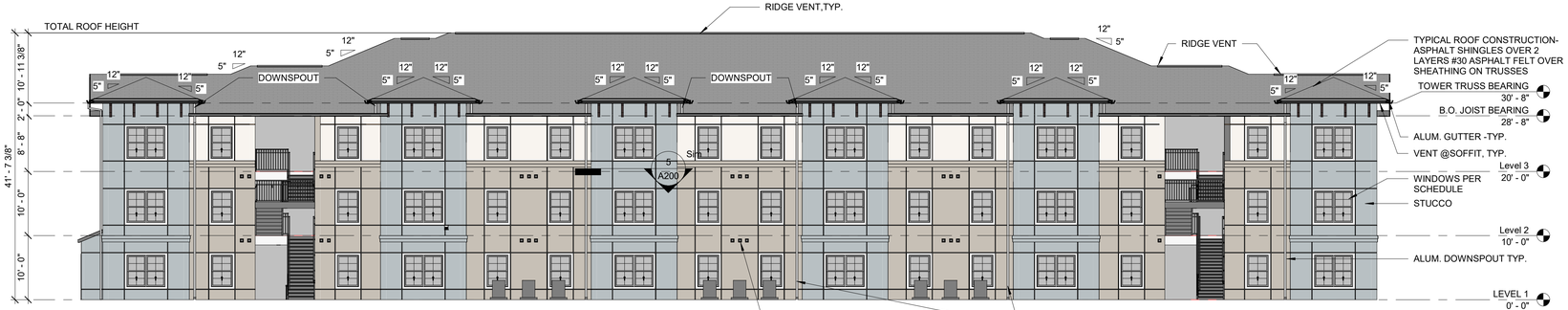
A200



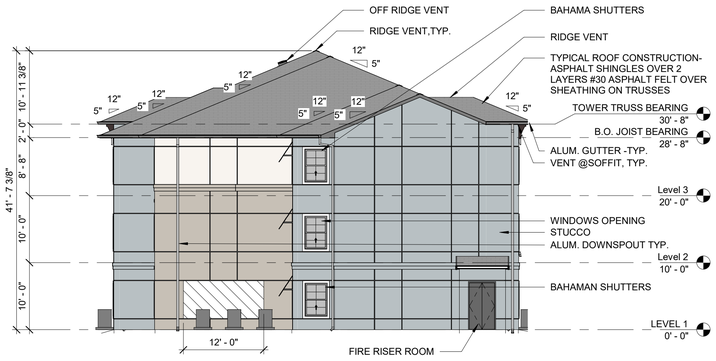
BUILDING B KEY



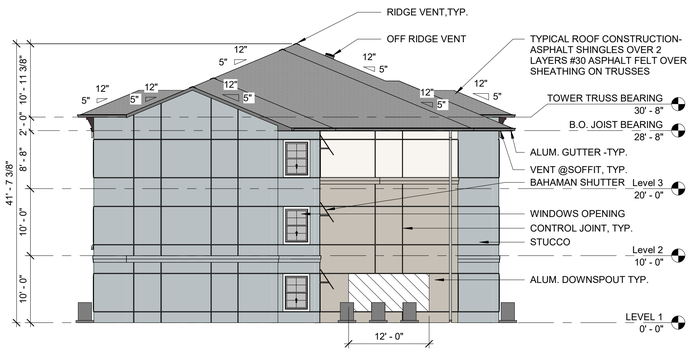
4 NORTH ELEVATION
3/32" = 1'-0"



1 SOUTH ELEVATION
3/32" = 1'-0"



2 WEST ELEVATION
3/32" = 1'-0"



3 EAST ELEVATION
3/32" = 1'-0"

bdg architects

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Lic #: AA - 0003590
W: www.bdgllp.com

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SEAL

ISSUE	BY	DATE	DESCRIPTION
1		5/14/25	100% Review Set

PROJECT INFORMATION BLOCK

JOB #	**240052**
DATE:	**5/14/2025**
DRAWN BY:	**DAC**
CHECKED BY:	**AME**

SHEET TITLE

BUILDING TYPE B
EXTERIOR ELEVATIONS

SHEET NUMBER

A201



3 BUILDING A 3D VIEW 1



4 BUILDING A 3D VIEW 2



1 BUILDING B 3D VIEW 1



5 BUILDING B 3D VIEW 2

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1		5/14/25	100% Review Set

PROJECT INFORMATION BLOCK

JOB #	**240052**
DATE:	**5/14/2025**
DRAWN BY:	**DAC**
CHECKED BY:	**AME**

SHEET TITLE

3D REPRESENTATION

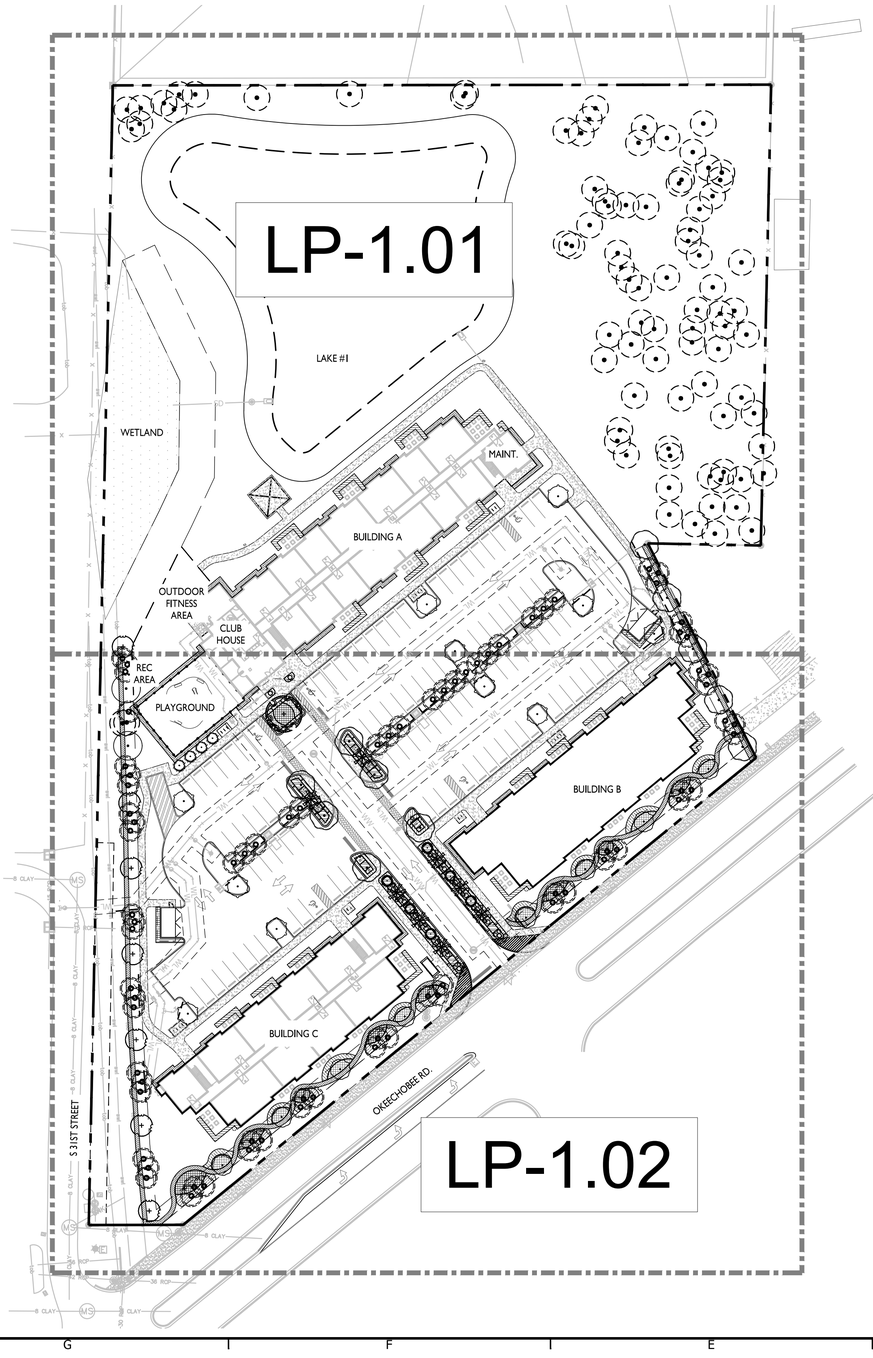
SHEET NUMBER

A900

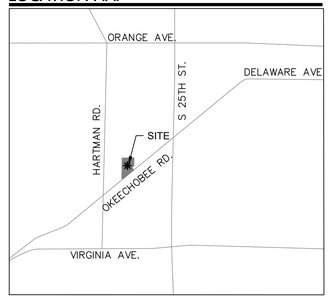
SUNRISE VILLAGE

LANDSCAPE PLAN

CITY OF FORT PIECE, ST. LUCIE COUNTY, FL



LOCATION MAP



SHEET INDEX

SHEET NO.	SHEET TITLE
LP-1.00	OVERALL LANDSCAPE PLAN
LP-1.01	LANDSCAPE PLAN
LP-1.02	LANDSCAPE PLAN
LP-2.01	CODE CHART & PLANT SCHEDULE & TREE DISPOSITIONS
LP-3.01	LANDSCAPE DETAILS
LP-3.02	LANDSCAPE SPECIFICATIONS

N

0 25 50 100

SCALE: 1" = 50'

811 Know what's BELOW. CALL before you dig

Call 811 two business days before digging

REVISIONS

NO.	DATE	DESCRIPTION	BY
1	5/15/2025	RESUBMITTAL	MH

CERT NO: 6991

WGI. WGInc.com

2035 VISTA PARKWAY, WEST PALM BEACH, FLORIDA 33411

561.687.2220

LANDSCAPE ARCHITECT OF RECORD

SIYANG WEN, PLA

FL# LA6667556

NOT AUTHORIZED FOR CONSTRUCTION PRIOR TO FORMAL CITY APPROVAL

INITIAL SUBMITTAL FEBRUARY 21, 2025

SUNRISE VILLAGE

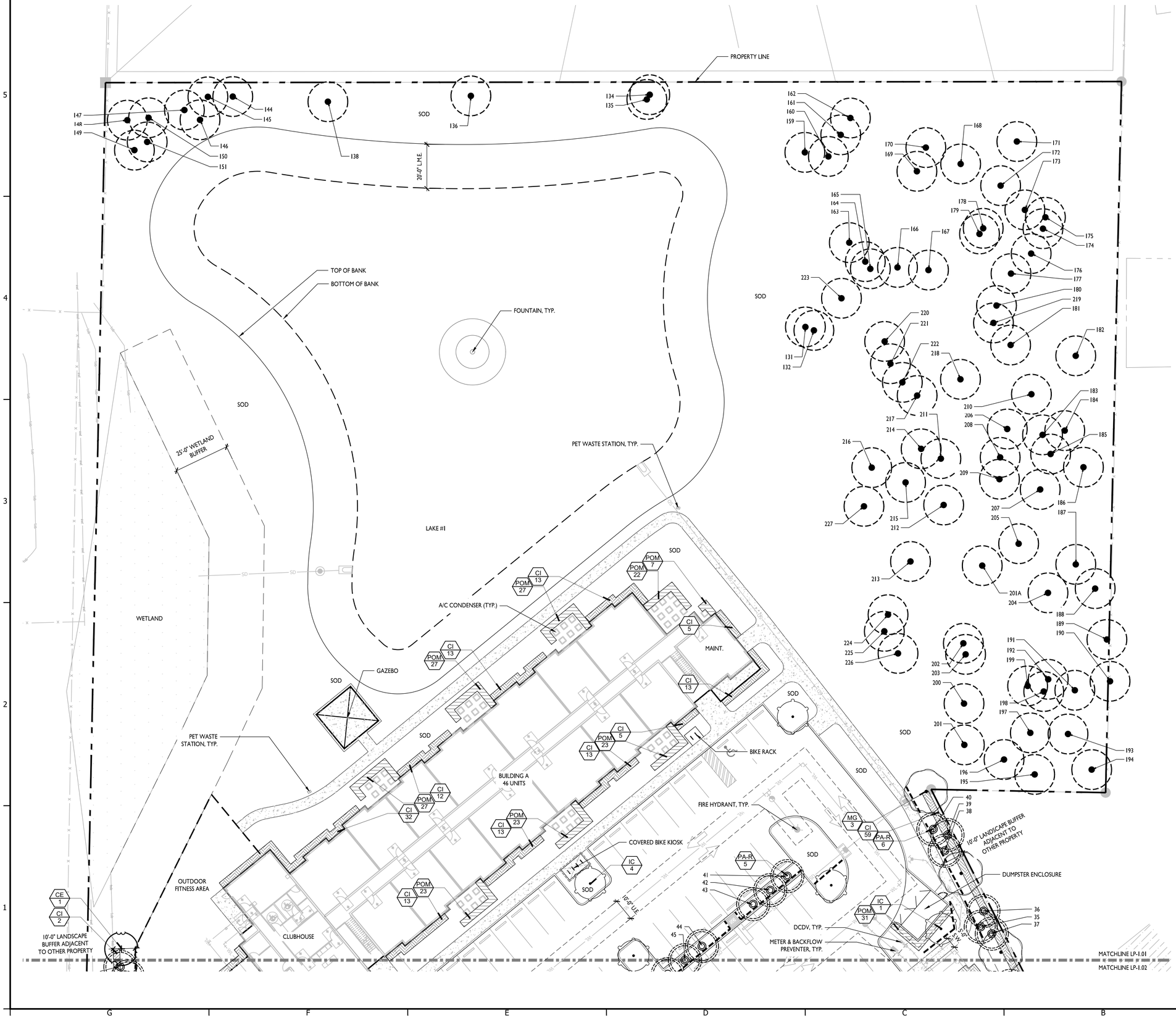
CITY OF FORT PIERCE, ST. LUICE COUNTY, FL

OVERALL LANDSCAPE PLAN

SHEET

LP-1.00

PROJECT# 11038.00



NOTES: PER THE ST. LUCIE COUNTY FIRE DISTRICT FIRE PREVENTION CODE RESOLUTION 740-23, AT LEAST 13 FEET 6 INCHES NOMINAL VERTICAL CLEARANCE SHALL BE PROVIDED AND MAINTAINED OVER THE FULL WIDTH OF ALL MEANS OF ACCESS (INCLUDING, BUT NOT LIMITED TO TREES, CANOPIES, ETC.)

N

0 10 20 40

SCALE: 1" = 20'

811 Know what's BELOW. CALL before you dig. Call 811 two business days before digging

REVISIONS

NO.	DATE	DESCRIPTION	BY
1	5/15/2025	RESUBMITTAL	MH

CERT NO: 6991

WGI. WGInc.com

2035 VISTA PARKWAY, WEST PALM BEACH, FLORIDA 33411

561.687.2220

LANDSCAPE ARCHITECT OF RECORD
SIYANG WEN, PLA
FL# LA6667556

NOT AUTHORIZED FOR CONSTRUCTION PRIOR TO FORMAL CITY APPROVAL

INITIAL SUBMITTAL
FEBRUARY 21, 2025

SUNRISE VILLAGE

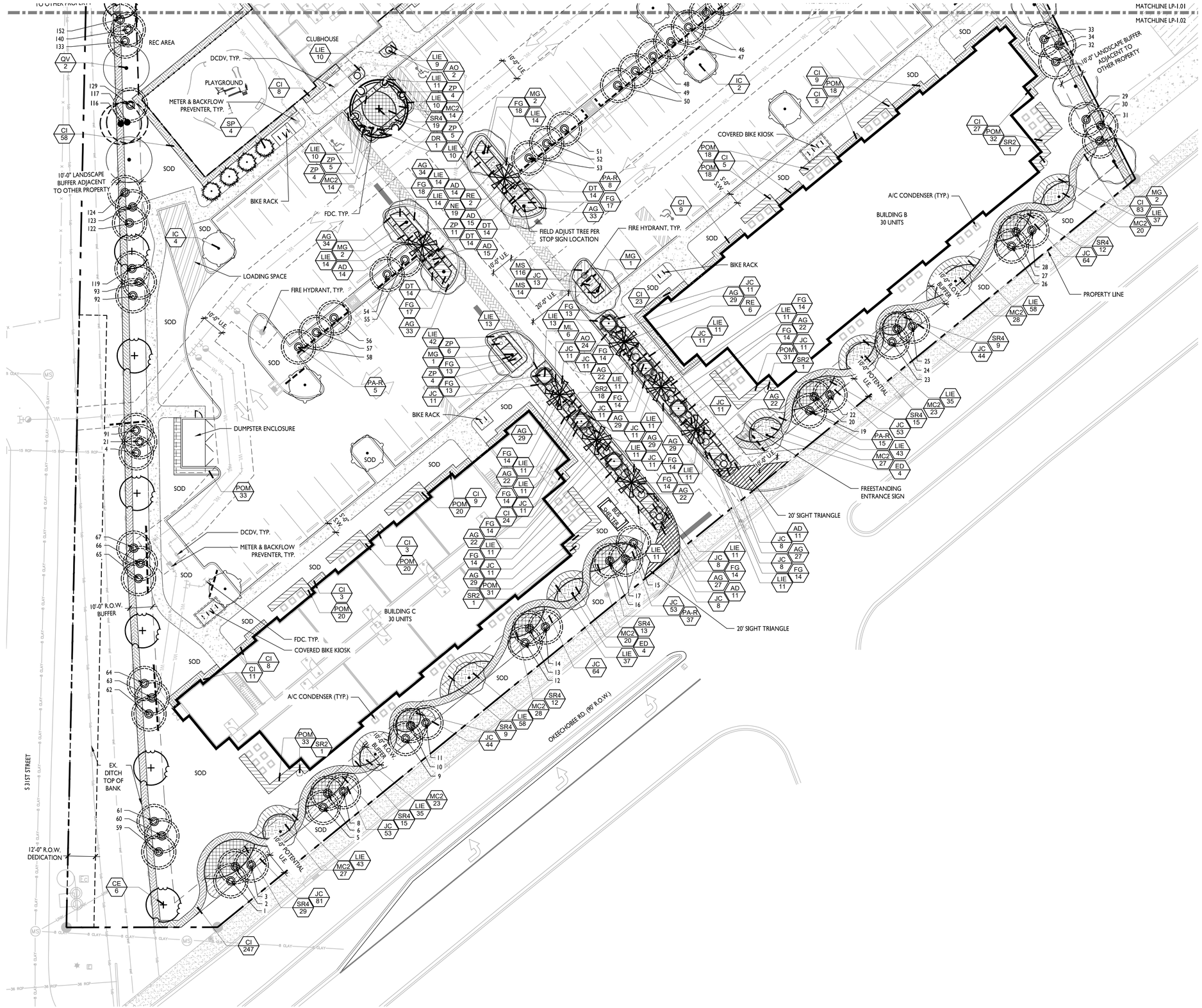
CITY OF FORT PIERCE, ST. LUICE COUNTY, FL

LANDSCAPE PLAN

SHEET

LP-1.01

PROJECT# 11038.00



LEGEND

- ROOT BARRIER
- TREE/PALM TO BE PRESERVED
- RELOCATED PALM

NOTES: PER THE ST. LUCIE COUNTY FIRE DISTRICT FIRE PREVENTION CODE RESOLUTION 740-23, AT LEAST 13 FEET 6 INCHES NOMINAL VERTICAL CLEARANCE SHALL BE PROVIDED AND MAINTAINED OVER THE FULL WIDTH OF ALL MEANS OF ACCESS (INCLUDING, BUT NOT LIMITED TO TREES, CANOPIES, ETC.)

N

0 10 20 40

SCALE: 1" = 20'

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NO.	DATE	DESCRIPTION
1	5/15/2025	RESUBMITTAL

BY: MH

CERT NO: 6991

WGI
WGInc.com
2035 VISTA PARKWAY, WEST PALM BEACH, FLORIDA 33411
561.687.2220

LANDSCAPE ARCHITECT OF RECORD
SIYANG WEN, PLA
FL# LA6667556

NOT AUTHORIZED FOR CONSTRUCTION PRIOR TO FORMAL CITY APPROVAL

INITIAL SUBMITTAL
FEBRUARY 21, 2025

SUNRISE VILLAGE

CITY OF FORT PIERCE, ST. LUCIE COUNTY, FL

LANDSCAPE PLAN

SHEET

LP-I.02

PROJECT# 11038.00

LANDSCAPE REQUIREMENTS

FORT PIERCE, FLORIDA

LANDSCAPING	REQUIRED	PROVIDED
10' LANDSCAPE BUFFER ADJACENT TO OTHER PROPERTY		
1 TREE PER 200SF OF REQUIRED LANDSCAPE AREA CONTINUOUS HEDGE AT 36" HT (3 PALM = 1 TREE @ NO MORE THAN 50% OF TOTAL REQUIRED TREES)	WEST BUFFER 130 LF X 10 LF = 1,300 SF REQUIRED LANDSCAPE AREA 1,300 SF / 200 = 7 TREES EAST BUFFER 1,68LF X 10 LF = 1,680 SF REQUIRED LANDSCAPE AREA 1,680 SF / 200 = 9 TREES	WEST BUFFER 4 PROPOSED TREES + (10 RELOCATED PALM + 2 PRESERVED PALMS) @ 3:1 = 8 TREES PROVIDED CONTINUOUS HEDGE AT 36" PROVIDED EAST BUFFER 5 PROPOSED TREES + 12 RELOCATED PALMS @ 3:1 = 9 TREES PROVIDED CONTINUOUS HEDGE AT 36" PROVIDED
10' R.O.W. LANDSCAPE BUFFER		
1 TREE PER 300SF OF REQUIRED LANDSCAPE AREA CONTINUOUS HEDGE AT 36" HT (3 PALM = 1 TREE @ NO MORE THAN 50% OF TOTAL REQUIRED TREES)	SOUTH R.O.W. BUFFER: (231 LF + 186 LF) X 10 LF = 2,502 SF REQUIRED LANDSCAPE AREA 2,502 SF / 300 = 14 TREES WEST R.O.W. BUFFER: 266 LF X 10 LF = 2,660 SF REQUIRED LANDSCAPE AREA 2,660 SF / 300 = 9 TREES	SOUTH R.O.W. BUFFER: 8 PROPOSED TREES + 24 RELOCATED PALMS @ 3:1 = 16 TREES PROVIDED CONTINUOUS HEDGE AT 36" PROVIDED WEST R.O.W. BUFFER: 5 PROPOSED TREES + 12 RELOCATED PALMS @ 3:1 = 9 TREES PROVIDED CONTINUOUS HEDGE AT 36" PROVIDED
INTERIOR VUA LANDSCAPE		
1 SF OF INTERIOR LANDSCAPING PER 15 SF OF VEHICULAR USE AREA 1 TREE PER 100SF OF REQUIRED INTERIOR LANDSCAPE AREA EACH SEPARATE LANDSCAPE AREA SHALL HAVE AT LEAST ONE TREE, ONE OR MORE SHRUBS, OR ONE OR MORE HEDGES, AND GROUND COVER.	48,634 SF / 15 SF = 3,243 SF INTERIOR LANDSCAPE AREA 3,243 SF / 100 = 33 REQUIRED TREES	24 PROPOSED TREES + (8 PROPOSED PALMS + 18 RELOCATED PALMS) @ 3:1 = 34 TREES PROVIDED

PLANT SCHEDULE OVERALL

SYMBOL	CODE	QTY	COMMON NAME	BOTANICAL NAME	REMARKS
TREES					
	CE	7	Green Buttonwood	Conocarpus erectus	12` HT MIN., 5` SPRD MIN., 3" CAL. TO BE MAINTAINED FOR 5' MIN CLEARWOOD
	DR	1	Royal Poinciana	Delonix regia	20' - 30' HT. x 15` SPRD., 6" CAL. MIN., SPECIMEN, FIELD GROWN, TO BE MAINTAINED FOR 5' MIN CLEARWOOD
	ED	8	Japanese Blueberry Tree	Elaeocarpus decipiens	14` HT. X 5` SPRD., 2.5" MIN. CAL. TO BE MAINTAINED AT 5' CLEARWOOD.
	IC	11	Dahoon Holly	Ilex cassine	12` HT. X 5` SPRD, 2.5" MIN. CAL. TO BE MAINTAINED FOR 5' MIN CLEARWOOD
	MG	11	Southern Magnolia	Magnolia grandiflora	12` HT. X 5` SPRD, 3.5" MIN. CAL. TO BE MAINTAINED FOR 5' MIN CLEARWOOD
	ML	6	Little Gem Dwarf Southern Magnolia	Magnolia grandiflora 'Little Gem'	12' HT. x 6` SPRD, 3" CAL. MIN.
	QV	2	Live Oak	Quercus virginiana	15` HT. X 8` SPRD, 3.5" MIN. CAL. TO BE MAINTAINED FOR 5' MIN CLEARWOOD
PALMS					
	SP	4	Cabbage Palm	Sabal palmetto	14`-16` HT., 10` C.T.
RELOCATED TREES					
	PA-R	76	Relocated Cabbage Palm	Relocated Sabal Palmetto	SEE TABULAR TREE LIST ON TREE INVENTORY PLAN FOR DETAILS
PALM TREES					
	RE	8	Florida Royal Palm	Roystonea elata	10' GW., WITH TROY BELT, FULL INTACT FRONDS.
SHRUBS					
	AO	26	Giant Silver Bromeliad	Alcantarea odorata	30" O.A. HT., SPECIMEN
	SR2	22	Orange Bird of Paradise	Strelitzia reginae 'dwarf'	42" HT. X 42" SPRD. FULL.
SHRUB AREAS					
	AD	80	Myers Asparagus Fern	Asparagus densiflorus 'Myers'	18" HT x 18" SPRD @ 18" O.C., MAINTAINED AT 24" HT.
	CI	725	Green Cocoplum	Chrysobalanus icaco	36" HT. X 36" SPRD. @ 36" O.C.
	FG	277	Green Island Ficus	Ficus microcarpa 'Green Island'	12" HT x 12" SPRD @ 18" O.C.
	MC2	224	Pink Muhly	Muhlenbergia capillaris	30" HT X 24" SPRD @ 24" O.C.
	POM	484	Podocarpus	Podocarpus macrophyllus `Maki`	48" HT x 24" SPRD. @ 24" O.C. FULL TO BASE
	SR4	133	Saw Palmetto	Serenoa repens	36" HT. X 36" SPRD., FULL TO BASE, @ 36" O.C.
	ZP	39	Coontie	Zamia pumila	12" HT. X 12" SPRD. @ 24" O.C.
GROUND COVERS					
	AG	494	Perennial Peanut	Arachis glabrata	6" HT X 12" SPRD @ 12" O.C.
	DT	56	Variegated Flax Lily	Dianella tasmanica `Variegata`	12" HT X 12" SPRD @ 18" O.C.
	JC	638	Shore Juniper	Juniperus conferta `Compacta`	6" HT. SPREADING @18" O.C.
	LIE	662	Liriope	Liriope muscari `Evergreen Giant`	12" HT. X 12" SPRD. @ 18" OC
	MS	130	Powderpuff Mimosa	Mimosa strigillosa	6" HT X 12" SPRD @ 12" O.C.
	NE	19	Boston Fern	Nephrolepis exaltata	12" HT X 12" SPRD @ 18" O.C.

811 Know what's BELOW. CALL before you dig

Call 811 two business days before digging

TREE DISPOSITION LIST

Tag #	Common Name	Scientific Name	BH (inc	Mitigat	Credit	Dispositi	Notes
1	Sabal Palm	*Sabal palmetto*	12'			Relocate	Used for Landscape Plan
2	Sabal Palm	*Sabal palmetto*	11'			Relocate	Used for Landscape Plan
3	Sabal Palm	*Sabal palmetto*	11'			Relocate	Used for Landscape Plan
4	Sabal Palm	*Sabal palmetto*	11'			Relocate	Used for Landscape Plan
5	Sabal Palm	*Sabal palmetto*	11'			Relocate	Used for Landscape Plan
6	Sabal Palm	*Sabal palmetto*	10'			Relocate	Used for Landscape Plan
8	Sabal Palm	*Sabal palmetto*	12'			Relocate	Used for Landscape Plan
9	Sabal Palm	*Sabal palmetto*	10'			Relocate	Used for Landscape Plan
10	Sabal Palm	*Sabal palmetto*	13'			Relocate	Used for Landscape Plan
11	Sabal Palm	*Sabal palmetto*	15'			Relocate	Used for Landscape Plan
12	Sabal Palm	*Sabal palmetto*	11'			Relocate	Used for Landscape Plan
13	Sabal Palm	*Sabal palmetto*	10'			Relocate	Used for Landscape Plan
14	Sabal Palm	*Sabal palmetto*	10'			Relocate	Used for Landscape Plan
15	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
16	Sabal Palm	*Sabal palmetto*	13'			Relocate	Used for Landscape Plan
17	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
19	Sabal Palm	*Sabal palmetto*	15'			Relocate	Used for Landscape Plan
20	Sabal Palm	*Sabal palmetto*	13'			Relocate	Used for Landscape Plan
21	Sabal Palm	*Sabal palmetto*	16'			Relocate	Used for Landscape Plan
22	Sabal Palm	*Sabal palmetto*	15'			Relocate	Used for Landscape Plan
23	Sabal Palm	*Sabal palmetto*	13'			Relocate	Used for Landscape Plan
24	Sabal Palm	*Sabal palmetto*	15'			Relocate	Used for Landscape Plan
25	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
26	Sabal Palm	*Sabal palmetto*	13'			Relocate	Used for Landscape Plan
27	Sabal Palm	*Sabal palmetto*	13'			Relocate	Used for Landscape Plan
28	Sabal Palm	*Sabal palmetto*	12'			Relocate	Used for Landscape Plan
29	Sabal Palm	*Sabal palmetto*	15'			Relocate	Used for Landscape Plan
30	Sabal Palm	*Sabal palmetto*	12'			Relocate	Used for Landscape Plan
31	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
32	Sabal Palm	*Sabal palmetto*	13'			Relocate	Used for Landscape Plan
33	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
34	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
35	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
36	Sabal Palm	*Sabal palmetto*	16'			Relocate	Used for Landscape Plan
37	Sabal Palm	*Sabal palmetto*	10'			Relocate	Used for Landscape Plan
38	Sabal Palm	*Sabal palmetto*	13'			Relocate	Used for Landscape Plan
39	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
40	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
41	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
42	Sabal Palm	*Sabal palmetto*	15'			Relocate	Used for Landscape Plan
43	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
44	Sabal Palm	*Sabal palmetto*	13'			Relocate	Used for Landscape Plan
45	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
46	Sabal Palm	*Sabal palmetto*	15'			Relocate	Used for Landscape Plan
47	Sabal Palm	*Sabal palmetto*	13'			Relocate	Used for Landscape Plan
48	Sabal Palm	*Sabal palmetto*	13'			Relocate	Used for Landscape Plan
49	Sabal Palm	*Sabal palmetto*	16'			Relocate	Used for Landscape Plan
50	Sabal Palm	*Sabal palmetto*	12'			Relocate	Used for Landscape Plan
51	Sabal Palm	*Sabal palmetto*	12'			Relocate	Used for Landscape Plan
52	Sabal Palm	*Sabal palmetto*	10'			Relocate	Used for Landscape Plan
53	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
54	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
55	Sabal Palm	*Sabal palmetto*	15'			Relocate	Used for Landscape Plan
56	Sabal Palm	*Sabal palmetto*	13'			Relocate	Used for Landscape Plan
57	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
58	Sabal Palm	*Sabal palmetto*	16'			Relocate	Used for Landscape Plan
59	Sabal Palm	*Sabal palmetto*	16'			Relocate	Used for Landscape Plan
60	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
61	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
62	Sabal Palm	*Sabal palmetto*	13'			Relocate	Used for Landscape Plan
63	Sabal Palm	*Sabal palmetto*	11'			Relocate	Used for Landscape Plan
64	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
65	Sabal Palm	*Sabal palmetto*	12'			Relocate	Used for Landscape Plan
66	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
67	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
91	Sabal Palm	*Sabal palmetto*	10'			Relocate	Used for Landscape Plan
92	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
93	Sabal Palm	*Sabal palmetto*	11'			Relocate	Used for Landscape Plan
107	Sabal Palm	*Sabal palmetto*	12'	N/A	N/A	N/A	Dead
116	Sabal Palm	*Sabal palmetto*	14'			Preserve	Used for Landscape Plan
117	Sabal Palm	*Sabal palmetto*	11'			Preserve	Used for Landscape Plan
119	Sabal Palm	*Sabal palmetto*	16'			Relocate	Used for Landscape Plan
122	Sabal Palm	*Sabal palmetto*	13'			Relocate	Used for Landscape Plan
123	Sabal Palm	*Sabal palmetto*	12'			Relocate	Used for Landscape Plan
124	Sabal Palm	*Sabal palmetto*	12'			Relocate	Used for Landscape Plan
129	Sabal Palm	*Sabal palmetto*	13'			Relocate	Used for Landscape Plan
131	Sabal Palm	*Sabal palmetto*	12'		1	Preserve	
132	Sabal Palm	*Sabal palmetto*	13'		1	Preserve	
133	Sabal Palm	*Sabal palmetto*	15'			Relocate	Used for Landscape Plan
134	Laurel Oak	*Quercus laurifolia*	25		50	Preserve	
135	Sabal Palm	*Sabal palmetto*	15'		1	Preserve	
136	Sabal Palm	*Sabal palmetto*	12'		1	Preserve	
138	Sabal Palm	*Sabal palmetto*	14'		1	Preserve	
140	Sabal Palm	*Sabal palmetto*	17'			Relocate	Used for Landscape Plan
144	Sabal Palm	*Sabal palmetto*	11'		1	Preserve	
145	Slash Pine	*Pinus elliottii*	17		34	Preserve	
146	Sabal Palm	*Sabal palmetto*	8'		1	Preserve	
147	Slash Pine	*Pinus elliottii*	14		28	Preserve	
148	Sabal Palm	*Sabal palmetto*	15'		1	Preserve	
149	Sabal Palm	*Sabal palmetto*	10'		1	Preserve	
150	Sabal Palm	*Sabal palmetto*	14'		1	Preserve	
151	Laurel Oak	*Quercus laurifolia*	32		64	Preserve	Codominant (17" and 15" leaders)
152	Sabal Palm	*Sabal palmetto*	10'			Relocate	Used for Landscape Plan
159	Laurel Oak	*Quercus laurifolia*	25		50	Preserve	
160	Sabal Palm	*Sabal palmetto*	18'		1	Preserve	
161	Laurel Oak	*Quercus laurifolia*	26		52	Preserve	Vine intrusion
162	Laurel Oak	*Quercus laurifolia*	27		54	Preserve	
163	Laurel Oak	*Quercus laurifolia*	20		40	Preserve	
164	Sabal Palm	*Sabal palmetto*	15'		1	Preserve	
165	Sabal Palm	*Sabal palmetto*	18'		1	Preserve	
166	Sabal Palm	*Sabal palmetto*	10'		1	Preserve	
167	Sabal Palm	*Sabal palmetto*	12'		1	Preserve	
168	Laurel Oak	*Quercus laurifolia*	22		44	Preserve	
169	Sabal Palm	*Sabal palmetto*	13'		1	Preserve	
170	Sabal Palm	*Sabal palmetto*	14'		1	Preserve	
171	Laurel Oak	*Quercus laurifolia*	41		82	Preserve	Codominant (21" and 20" leaders)
172	Sabal Palm	*Sabal palmetto*	11'		1	Preserve	
173	Sabal Palm	*Sabal palmetto*	18'		1	Preserve	
174	Laurel Oak	*Quercus laurifolia*	20		40	Preserve	
175	Sabal Palm	*Sabal palmetto*	14'		1	Preserve	
176	Laurel Oak	*Quercus laurifolia*	15		30	Preserve	
177	Sabal Palm	*Sabal palmetto*	14'		1	Preserve	
178	Laurel Oak	*Quercus laurifolia*	17		34	Preserve	
179	Laurel Oak	*Quercus laurifolia*	14		28	Preserve	
180	Laurel Oak	*Quercus laurifolia*	19		38	Preserve	
181	Sabal Palm	*Sabal palmetto*	12'		1	Preserve	
182	Laurel Oak	*Quercus laurifolia*	31		62	Preserve	
183	Sabal Palm	*Sabal palmetto*	15'		1	Preserve	
184	Laurel Oak	*Quercus laurifolia*	15		30	Preserve	
185	Sabal Palm	*Sabal palmetto*	13'		1	Preserve	
186	Laurel Oak	*Quercus laurifolia*	35		70	Preserve	
187	Sabal Palm	*Sabal palmetto*	14'		1	Preserve	
188	Sabal Palm	*Sabal palmetto*	10'		1	Preserve	
189	Sabal Palm	*Sabal palmetto*	18		1	Preserve	
190	Sabal Palm	*Sabal palmetto*	21'		1	Preserve	
191	Laurel Oak	*Quercus laurifolia*	27		54	Preserve	
192	Sabal Palm	*Sabal palmetto*	14'		1	Preserve	
193	Laurel Oak	*Quercus laurifolia*	35		70	Preserve	
194	Sabal Palm	*Sabal palmetto*	12'		1	Preserve	
195	Sabal Palm	*Sabal palmetto*	12'		1	Preserve	
196	Sabal Palm	*Sabal palmetto*	15'		1	Preserve	
197	Laurel Oak	*Quercus laurifolia*	14		28	Preserve	
198	Laurel Oak	*Quercus laurifolia*	23		46	Preserve	Codominant (13" and 10" leaders)
199	Sabal Palm	*Sabal palmetto*	12'		1	Preserve	
200	Sabal Palm	*Sabal palmetto*	13'		1	Preserve	
201	Sabal Palm	*Sabal palmetto*	11'		1	Preserve	
202	Sabal Palm	*Sabal palmetto*	18'		1	Preserve	
203	Laurel Oak	*Quercus laurifolia*	35		70	Preserve	
204	Sabal Palm	*Sabal palmetto*	15'		1	Preserve	
205	Laurel Oak	*Quercus laurifolia*	36		72	Preserve	
206	Sabal Palm	*Sabal palmetto*	14'		1	Preserve	
207	Sabal Palm	*Sabal palmetto*	14'		1	Preserve	
208	Laurel Oak	*Quercus laurifolia*	29		58	Preserve	
209	Sabal Palm	*Sabal palmetto*	15'		1	Preserve	
210	Sabal Palm	*Sabal palmetto*	14'		1	Preserve	
211	Laurel Oak	*Quercus laurifolia*	26		52	Preserve	
212	Sabal Palm	*Sabal palmetto*	13'		1	Preserve	
213	Sabal Palm	*Sabal palmetto*	12'		1	Preserve	
214	Sabal Palm	*Sabal palmetto*	11'		1	Preserve	
215	Sabal Palm	*Sabal palmetto*	11'		1	Preserve	
216	Sabal Palm	*Sabal palmetto*	12'		1	Preserve	
217	Sabal Palm	*Sabal palmetto*	11'		1	Preserve	
218	Laurel Oak	*Quercus laurifolia*	15		30	Preserve	
219	Sabal Palm	*Sabal palmetto*	13'		1	Preserve	
220	Sabal Palm	*Sabal palmetto*	15'		1	Preserve	
221	Sabal Palm	*Sabal palmetto*	17'		1	Preserve	
222	Sabal Palm	*Sabal palmetto*	10'		1	Preserve	
223	Sabal Palm	*Sabal palmetto*	15'		1	Preserve	
224	Sabal Palm	*Sabal palmetto*	11'		1	Preserve	
225	Sabal Palm	*Sabal palmetto*	12'		1	Preserve	
226	Sabal Palm	*Sabal palmetto*	12'		1	Preserve	
227	Sabal Palm	*Sabal palmetto*	12'		1	Preserve	
201a	Sabal Palm	*Sabal palmetto*	11'		1	Preserve	
	Required Tree Mitigation (Replacement Inches):			426			
	Required Palm Mitigation (Replacement Palms):			55			
	Trees Relocated:			0	0		
	Palms Relocated:			76	0		76 to be used for landscape code
	Trees Preserved:			27	1310		Tree Mitigation Credits
	Palms Preserved:			59	57		Palm Credits; 2 to be used for landscape code

*All palms are measured in feet to clear trunk

NO.	DATE	DESCRIPTION	BY
1	5/15/2025	RESUBMITTAL	MH

REVISIONS

CERT NO: 6991

WGI. WGInc.com

2035 VISTA PARKWAY, WEST PALM BEACH, FLORIDA 33411

561.687.2220

LANDSCAPE ARCHITECT OF RECORD
SIYANG WEN, PLA
FL# LA6667556

NOT AUTHORIZED FOR CONSTRUCTION PRIOR TO FORMAL CITY APPROVAL

INITIAL SUBMITTAL
FEBRUARY 21, 2025

SUNRISE VILLAGE

CITY OF FORT PIERCE, ST. LUICE COUNTY, FL

CODE CHART & PLANT SCHEDULE & TREE DISPOSITION

SHEET

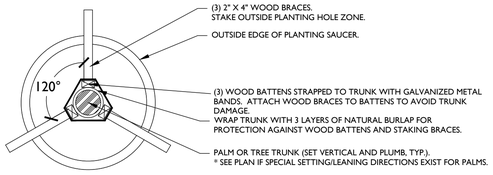
LP-2.01

PROJECT# 11038.00

SMALL PALM STAKING PLAN

NTS.

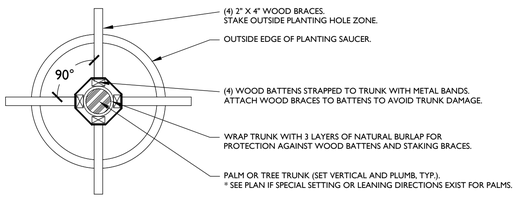
NOTE:
1. APPLICABLE TO ALL PALMS WITH CALIPER SIZE OF LESS THAN SIX (6) INCHES.
2. ALL TREE SUPPORTS MATERIALS ARE TO BE REMOVED FROM EACH TREE ONCE IT IS ESTABLISHED. TYPICALLY SIX MONTHS FOR SHADE TREES OR ONE YEAR FOR PALMS.



LARGE PALM OR TREE STAKING PLAN

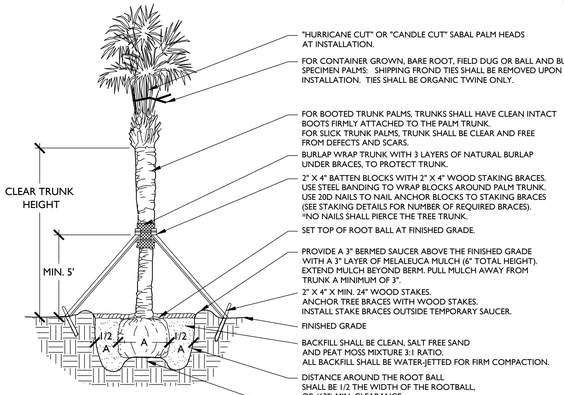
NTS.

NOTE:
1. APPLICABLE TO ALL MULTI-TRUNK PALMS AND PALMS WITH CALIPER SIZE OF SIX (6) INCHES OR GREATER
2. ALL TREE SUPPORTS MATERIALS ARE TO BE REMOVED FROM EACH TREE ONCE IT IS ESTABLISHED. TYPICALLY SIX MONTHS FOR SHADE TREES OR ONE YEAR FOR PALMS.



PALM PLANTING DETAIL

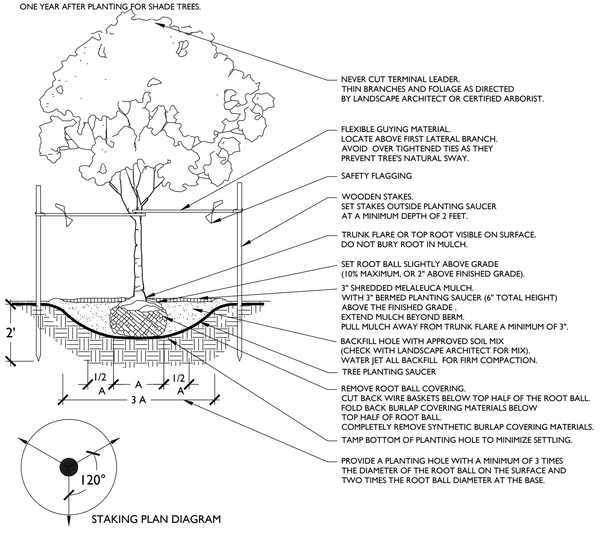
NTS.



TREE PLANTING DETAIL

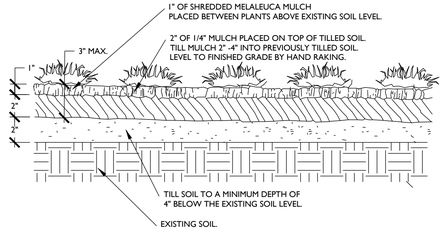
NOTE:
1. ALL TREE SUPPORT MATERIALS ARE TO BE REMOVED FROM EACH TREE ONCE IT IS ESTABLISHED. TYPICALLY SIX MONTHS TO ONE YEAR AFTER PLANTING FOR SHADE TREES.

NTS.



GROUNDCOVER DETAIL

NTS.

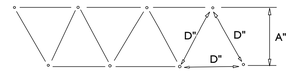


PLANT SPACING DETAIL

NTS.

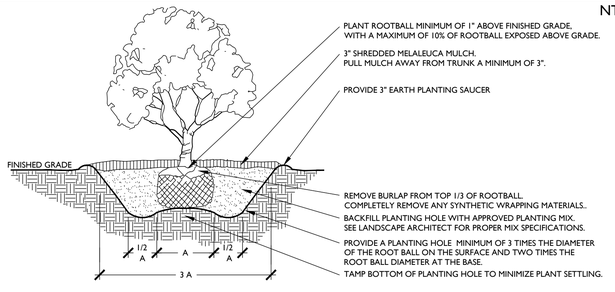
SPACING "D"	ROW "A"
6" O.C.	5.2"
8" O.C.	6.93"
10" O.C.	8.66"
12" O.C.	10.4"
18" O.C.	15.6"
24" O.C.	20.8"
30" O.C.	26.0"
36" O.C.	31.2"
48" O.C.	41.6"

PLANT SPACING CHART



SHRUB PLANTING DETAIL

NTS.



ROOT BARRIER DETAIL

NOTE:
1. TREES ARE TO BE INSTALLED WITH A MINIMUM TEN FOOT (10') SEPARATION FROM ANY PUBLIC WATER OR PUBLIC SEWER MAIN AND/OR SERVICE, HYDRANTS, AND LIFT STATIONS. IF A TEN FOOT (10') SEPARATION CANNOT BE ACHIEVED, THE TREE SHALL BE INSTALLED WITH A ROOT BARRIER SYSTEM.

2. ROOT BARRIERS SHALL COMPLY WITH ALL REQUIREMENTS OF THE MUNICIPALITY WITHIN WHICH THEY ARE LOCATED AS WELL AS WITH ANY REQUIREMENTS OF THE UTILITY HOLDER OF THE AFFECTED UTILITIES. IN THE EVENT THAT CONFLICTING REQUIREMENTS EXIST BETWEEN THIS ROOT BARRIER DETAIL AND THE MUNICIPALITY/UTILITY HOLDER REQUIREMENTS, THE MORE STRINGENT OF THE REQUIREMENTS SHALL BE APPLICABLE.

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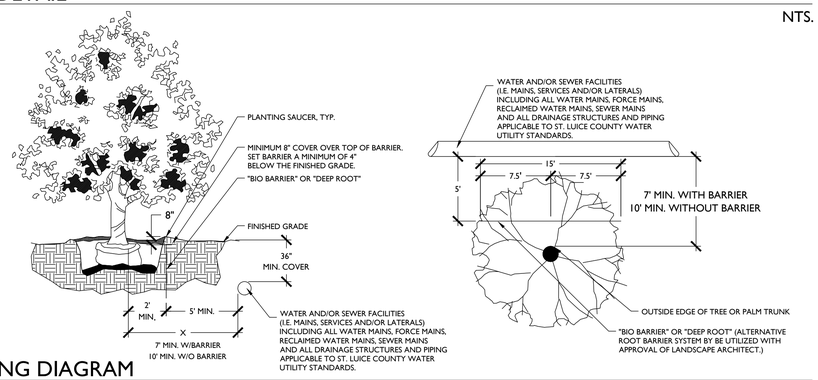

TYPICAL PLANTING DIAGRAM

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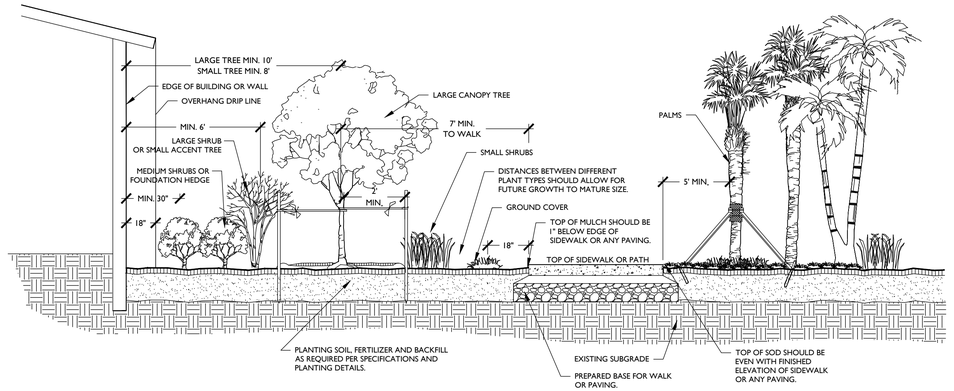

TREE PROTECTION DETAIL

NOTE: 1. THIS DETAIL APPLIES TO ALL TREES THAT WILL BE PRESERVED IN PLACE OR BE RELOCATED.

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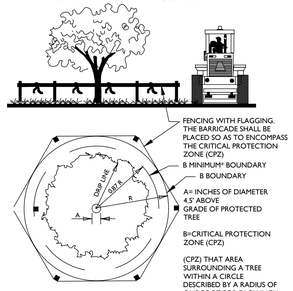

SHRUB AND GROUNDCOVER PLANTING DETAIL

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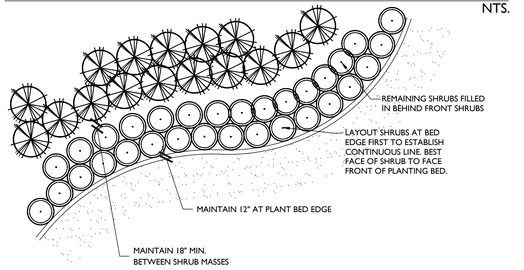


LANDSCAPE NOTES:

1. STRUCTURAL ELEMENTS AND HARDSCAPE FEATURES INDICATED ON LANDSCAPE PLANS ARE FOR INFORMATIONAL PURPOSES ONLY. LANDSCAPE PLANS ARE TO BE UTILIZED FOR LOCATION OF LIVING PLANT MATERIAL ONLY. LANDSCAPE PLANS SHOULD NOT BE UTILIZED FOR STAKING AND LAYOUT OR LOCATION OF ANY STRUCTURAL SITE FEATURES INCLUDING BUT NOT LIMITED TO: BUILDINGS, SIGNAGE, PATHWAYS, EASEMENTS, BERMS, WALL, FENCES, UTILITIES OR ROADWAYS.
2. CONTRACTOR SHALL ACQUIRE ALL APPLICABLE FEDERAL, STATE, LOCAL, JURISDICTIONAL OR UTILITY COMPANY PERMITS REQUIRED PRIOR TO REMOVAL, RELOCATION, AND/OR INSTALLATION OF LANDSCAPE MATERIALS INDICATED WITHIN PLAN DOCUMENTS. THE CONTRACTOR SHALL HAVE PERMITS "IN HAND" PRIOR TO STARTING WORK. LANDSCAPE ARCHITECT SHALL BEAR NO RESPONSIBILITY FOR WORK PERFORMED WITHOUT PERMITTED DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CHANGES TO THE WORK, AT NO ADDITIONAL COST TO THE OWNER, AS A RESULT OF UNAUTHORIZED WORK PRIOR TO RECEIPT OF PERMIT.
3. TREES SHOWN ON THIS PLAN ARE FOR GRAPHIC REPRESENTATION ONLY. TREE SPACING IS BASED ON DESIGN REQUIREMENTS AND THE TREES SHOWN ON THESE PLANS ATTEMPT TO ACCOMPLISH THAT SPACING WHILE MAINTAINING THE REQUIRED SETBACKS FROM UTILITIES. IN THE EVENT OF A CONFLICT, AFFECTED PLANT MATERIAL SHALL BE FIELD ADJUSTED WITH THE APPROVAL OF THE LANDSCAPE ARCHITECT TO AVOID CONFLICTS WITH THE WITH EXISTING AND PROPOSED UTILITIES, LIGHT POLES, DRAINAGE STRUCTURES OR LINES, LAKE MAINTENANCE EASEMENTS OR OTHER AFFECTED SITE FEATURES.
4. ANY PLANTING WITHIN THE SIGHT TRIANGLES SHALL PROVIDE UNOBSTRUCTED VIEWS AT A LEVEL BETWEEN 30" AND 8' ABOVE THE PAVEMENT.
5. ALL UTILITY BOXES/ STRUCTURES TO BE SCREENED ON 3 SIDES W/ APPROVED PLANTING MATERIAL.
6. IRRIGATION IS REQUIRED PROVIDING 100% COVERAGE WITH A MAXIMUM OF 50% OVERLAP, AN AUTOMATIC RAIN SENSOR MUST BE INCLUDED.
7. ALL PLANT MATERIAL TO BE INSTALLED SHALL CONFORM TO FLORIDA POWER AND LIGHT'S (FPL'S) RIGHT TREE RIGHT PLACE GUIDELINES.
8. IN CASE OF DISCREPANCIES PLANS TAKE PRECEDENCE OVER PLANT LIST.
9. LANDSCAPE CONTRACTOR RESPONSIBLE FOR VERIFICATION OF ALL QUANTITIES PRIOR TO BIDDING.
10. REMOVAL OF EXISTING VEGETATION IS RESPONSIBILITY OF LANDSCAPE CONTRACTOR.
11. RELOCATION OF EXISTING VEGETATION IS RESPONSIBILITY OF LANDSCAPE CONTRACTOR. REFER TO SPECIFICATIONS FOR RELOCATION INSTRUCTIONS.
12. ALL PLANT MATERIAL TO BE FLORIDA GRADE #1 AT TIME OF INSTALLATION UNLESS OTHERWISE NOTED.
13. TO SUPPORT LONG-TERM PLANT HEALTH, PLANTING SOIL FOR ALL LANDSCAPED AREAS SHALL CONSIST OF EXISTING SOIL MIXED WITH 50 PERCENT RECYCLED TOP SOIL.
14. PER THE ST. LUCIE COUNTY FIRE DISTRICT FIRE PREVENTION CODE RESOLUTION 740-23, AT LEAST 13 FEET 6 INCHES NOMINAL VERTICAL CLEARANCE SHALL BE PROVIDED AND MAINTAINED OVER THE FULL WIDTH OF ALL MEANS OF ACCESS (INCLUDING, BUT NOT LIMITED TO TREES, CANOPIES, ETC.)

REVISIONS		
NO.	DATE	DESCRIPTION	BY
1	5/15/2025	RESUBMITTAL	MH

CERT NO: 6991

WGI
WGInc.com
2035 VISTA PARKWAY, WEST PALM BEACH, FLORIDA 33411
561.687.2220

LANDSCAPE ARCHITECT OF RECORD
SIYANG WEN, PLA
FL# LA6667556

NOT AUTHORIZED FOR CONSTRUCTION PRIOR TO FORMAL CITY APPROVAL

INITIAL SUBMITTAL
FEBRUARY 21, 2025

SUNRISE VILLAGE
CITY OF FORT PIERCE, ST. LUICE COUNTY, FL

LANDSCAPE DETAILS

SHEET
LP-3.01

PROJECT# 11038.00

811 Know what's BELOW. CALL before you dig
Call 811 two business days before digging

Landscape Planting - Part I. General

I. Description of Work
A. Provide all exterior planting as shown on the drawings or inferable therefrom and/or as specified in accordance with the requirements of the Contract Documents. Landscape plans provided indicate the proposed location of living plant material only. Structural elements and hardscape features indicated on the landscape plans are for information purposes only. Landscape plans are not to be utilized for staking and layout or location of any structural site features including but not limited to, buildings, signage, pathways, easements, utilities or roadways.
B. These specifications include standards necessary for and incidental to the execution and completion of planting as indicated on the prepared drawings and specified herein.
C. All applicable federal, state and local permits shall be attained prior to the removal, relocation, or installation of plant materials indicated within the plan documents.
D. Protection of existing features. During construction, protect all existing trees, shrubs, and other specified vegetation, site features and improvements, structures, and utilities specified herein and/or on submitted drawings. Removal or destruction of existing plantings is prohibited unless specifically authorized by the owner, and with permit as required by associated federal, state and local government agencies.

II. Applicable Standards
A. American National Standards for Tree Care Operations, ANSI A300. American National Standards Institute, 11 West 42nd Street, New York, N.Y. 10036.
B. American Standard for Nursery Stock, ANSI Z60.1, American Nursery and Landscape Association, 1250 Eye Street. NW, Suite 500, Washington, D.C. 20005.
C. Hortus Third, The Staff of the L.H. Bailey Hortorium, 1976. MacMillan Publishing Co., New York.
D. Florida Department of Agriculture "Grades and Standards for Nursery Plants", most recent addition.
E. National Arborist Association- Pruning Standards for Shade Trees
F. All standards shall include the latest additions and amendments as of the date of advertisement for bids

III. Qualifications
A. Landscape planting and related work shall be performed by a firm with a minimum of five years experience specializing in this type of work. All contractors and their sub-contractors who will be performing any landscape work included in this section of the specification shall be approved by the landscape architect.
B. Landscape Contractor shall be licensed and shall carry any necessary insurance and shall protect the Landscape Architect and Owner against all liabilities, claims or demands for injuries or damage to any person or property growing out of the performance of the work under this contract. All workers shall be covered by Workman's Compensation Insurance.

IV. Requirements of Regulatory Agencies
A. Certificates of inspection shall accompany the invoice for each shipment of plants as may be required by law for transportation. File certificates with the landscape architect prior to acceptance of the material. Inspection by federal or state authorities at place of growth does not preclude rejection of the plants at the site.

V. Submittals
A. Manufacturer's Data: Submit copies of the manufacturer's and/or source data for all materials specified, including soils, soil amendments and fertilizer materials. Comply with regulations applicable to landscape materials.
B. Samples: Submit samples of all topsoil, soil mixes, mulches, and organic materials. Samples shall weigh 1 kg (2 lb) and be packaged in plastic bags. Samples shall be typical of the lot of material to be delivered to the site and provide an accurate indication of color, texture, and organic makeup of the material.
C. Nursery Sources: Submit a list of all nurseries that will supply plants, along with a list of the plants they will provide and the location of the nursery.
D. Soil Test: Submit soil test analysis report for each sample of topsoil and planting mix from a soil testing laboratory approved by the landscape architect.
1. Provide a particle size analysis, including the following gradient of mineral content:

USDA Designation	Size in mm
Gravel	+2 mm
Very Course Sand	1-2 mm
Coarse Sand	0.5-1 mm
Medium Sand	0.25-0.5 mm
Fine Sand	0.1-0.25 mm
Very fine sand	0.05-0.1 mm
Silt	0.002-0.05 mm
Clay	smaller than 0.002

2. Provide a chemical analysis, including the following:
a. pH and buffer pH
b. Percentage of organic content by oven-dried weight.
c. Nutrient levels by parts per million, including phosphorus, potassium magnesium, manganese, iron, zinc, and calcium. Nutrient test shall include the testing laboratory recommendations for supplemental additions to the soil based on the requirements of horticultural plants.
d. Soluble salt by electrical conductivity of a 1:2, soil: water, sample measured in millimho per cm.
e. Cation exchange capacity (CEC).
E. Material Testing: Submit the manufacturers particle size analysis, and the pH analysis and provide a description and source location for the content material of all organic materials.
F. Maintenance Instructions: Prior to the end of maintenance period, Landscape Contractor shall furnish three copies of written maintenance instructions to the Landscape Architect for transmittal to the Owner for maintenance and care of installed plants through their full growing season.

VI. Utility Verification
A. The contractor shall contact the local utility companies for verification of the location of all underground utility lines in the area of the work. The contractor shall be responsible for all damage resulting from neglect or failure to comply with this requirement.

Part 2. Materials

I. Plants
A. Plants shall be true to species and variety specified and nursery-grown in accordance with good horticultural practices under climatic conditions similar to those in the locality of the project for at least two years. They shall have been freshly dug.
1. All plant names and descriptions shall be as defined in Hortus Third.
2. All plants shall be grown and harvested in accordance with the American Standard for Nursery Stock and Florida Department of Agriculture Grades and Standards for Nursery Plants.
3. Unless approved by the landscape architect, plants shall have been grown at a latitude not more than 325 km (200 miles) north or south of the latitude of the project unless the provenance of the plant can be documented to be compatible with the latitude and cold hardiness zone of the planting location.
B. Unless specifically noted, all plants shall be exceptionally heavy, symmetrical, and so trained or favored in development and appearance as to be unquestionably and outstandingly superior in form, compactness, and symmetry. They shall be sound, healthy, vigorous, well branched, and densely foliated when in leaf; free of disease and insects, eggs, or larvae; and shall have healthy, well-developed root systems. They shall be free from physical damage or other conditions that would prevent vigorous growth.
1. Trees with multiple leaders, unless specified, will be rejected. Trees with a damaged or crooked leader, bark abrasions, sunscald, disfiguring knots, insect damage, or cuts of limbs over 20 mm (3/4 in.) in diameter that are not completely closed will be rejected.
C. Plants shall conform to the measurements specified, except that plants larger than those specified may be used if approved by the landscape architect. Use of larger plants shall not increase the contract price. If larger plants are approved, the root ball shall be increased in proportion to the size of the plant.
1. Caliper measurements shall be taken on the trunk 150 mm (6 in.) above the natural ground line for trees up to and including 100 mm (4 in.) in caliper, and 300 mm (12 in.) above the natural ground line for trees over 100 mm (4 in.) in caliper. Height and spread dimensions specified refer to the main body of the plant and not from branch tip to branch tip. Plants shall be measured when branches are in their normal position. If a range of sizes is given, no plant shall be less than the minimum size, and no less than 50 percent of the plants shall be as large as the maximum size specified. Measurements specified are minimum sizes acceptable after pruning, where pruning is required. Plants that meet measurements but do not possess a standard relationship between height and spread, according to the Florida Department of Agriculture Grades and Standards for Nursery Plants, shall be rejected.
D. Substitutions of plant materials will not be permitted unless authorized in writing by the landscape architect. If proof is submitted in writing that a plant specified is not obtainable, consideration will be given to the nearest available size or similar variety, with a corresponding adjustment of the contract price.
E. The plant schedule provided at the end of this section, or on the drawing, is for the contractor's information only, and no guarantee is expressed or implied that quantities therein are correct or that the list is complete. The contractor shall ensure that all plant materials shown on the drawings are included in his or her bid.
F. All plants shall be labeled by plant name. Labels shall be attached securely to all plants, bundles, and containers of plant materials when delivered. Plant labels shall be durable and legible, with information given in weather-resistant ink or embossed process lettering.
G. Selection and Tagging
1. Plants shall be subject to inspection for conformity to specification requirements and approval by the landscape architect at their place of growth and upon delivery. Such approval shall not impair the right of inspection and rejection during progress of the work.
2. A written request for the inspection of plant material at their place of growth shall be submitted to the landscape architect at least ten calendar days prior to digging. This request shall state the place of growth and the quantity of plants to be inspected. The landscape architect may refuse inspection at this time if, in his or her judgment, sufficient quantities of plants are not available for inspection or landscape architect deems inspection is not required.
3. All field grown deciduous trees shall be marked to indicate the trees north orientation in the nursery. Place a 1-in. diameter spot of white paint onto the north side of the tree trunk within the bottom 12 inches of the trunk.
H. Anti-Desiccants
1. Anti-desiccants, if specified, are to be applied to plants in full leaf immediately before digging or as required by the landscape architect. Anti-desiccants are to be sprayed so that all leaves and branches are covered with a continuous protective film.
I. Balled and Burlapped (B&B) Plant Materials
1. Trees designated B&B shall be properly dug with firm, natural balls of soil retaining as many fibrous roots as possible, in sizes and shapes as specified in the Florida Department of Agriculture Grades and Standards for Nursery Plants. Balls shall be firmly wrapped with synthetic, natural, or treated burlap, and/or wire. All synthetic fabric should be removed from the rootball prior to planting. True biodegradable burlap can be left around the root ball. The root collar shall be apparent at surface of ball. Trees with loose, broken, processed, or manufactured root balls will not be accepted, except with special written approval before planting.
J. Container Plants
1. Plants grown in containers shall be of appropriate size for the container as specified in the most recent edition of the Florida Department of Agriculture Grades and Standards for Nursery Plants and be free of circling roots on the exterior and interior of the root ball.
2. Container plants shall have been grown in the container long enough to have established roots throughout the growing medium.
K. Bareroot and Collected Plants
1. Plants designated as bareroot or collected plants shall conform to the American Standard for Nursery Stock.
2. Bareroot material shall not be dug or installed after bud break or before dormancy.
3. Collected plant material that has not been taken from active nursery operations shall be dug with a root ball spread at least 1/3 greater than nursery grown plants. When specified or approved, shall be in good health, free from disease, insect or weed infestation and shall not be planted before inspection and acceptance at the site. Testing may be required at the discretion of the Landscape Architect and/or the Owner and shall be provided at no additional cost.
L. Specimen Material: Plant material specified as specimens are to be approved by the Landscape Architect before being brought to the site. Unless otherwise noted on the drawings, these plants shall be Florida Fancy.
M. Palms
1. Coconut Palms shall be grown from a certified seed.
2. All palm species except Sabal palmetto shall have roots adequately wrapped before transporting.
3. Sabal palms shall have a hurricane cut. Sabal palms shall be installed on site at the earliest opportunity in the construction process. All Sabal palms shall be from St. Lucie County or other sandy soils. All Sabal palms shall be Florida Fancy.
4. For booted trunk palms, trunks shall have clean intact boots firmly attached to the palm trunk. For slick trunk palms, trunk shall be clear and free from defect and scars.
5. The Contractor shall treat all palms as required to prevent infestation by the palmetto weevil.
N. Sod
1. Sod shall be graded #1 or better. Sod shall be loam or muck grown with a firm, full texture and good root development. Sod shall be thick, healthy and free from defects and debris including but not limited to dead thatch, insects, fungus, diseases and contamination by weeds, other grass varieties or objectionable plant material.
2. Sod shall be sufficiently thick to insure a dense stand of live grass. Sod shall be live, fresh, and uninjured at the time of planting. Plant sod within 48 hours after harvesting.
3. Sod area shall be all areas not otherwise identified and shall include the area beyond the property line to the edge of pavement and/or edge of water.
O. Immediately after harvesting plants, protect from drying and damage until shipped and delivered to the planting site. Rootballs shall be checked regularly and watered sufficiently to maintain root viability.
P. Transportation and Storage of Plant Material
1. Branches shall be tied with rope or twine only, and in such a manner that no damage will occur to the bark or branches.
2. During transportation of plant material, the contractor shall exercise care to prevent injury and drying out of the trees. Should the roots be dried out, large branches broken, balls of earth broken or loosened, or areas of bark torn, the landscape architect may reject the injured tree(s) and order them replaced at no additional cost to the owner. All loads of plants shall be covered at all times with tarpaulin or canvas. Loads that are not protected will be rejected.
3. All bareroot stock sent from the storage facility shall be adequately covered with wet soil, sawdust, woodchips, moss, peat, straw, hay, or other acceptable moisture-holding medium, and shall be covered with a tarpaulin or canvas. Loads that are not protected in the above manner may be rejected.
4. Plants must be protected at all times from sun or drying winds. Those that cannot be planted immediately on delivery shall be kept in the shade, well protected with soil, wet mulch, or other acceptable material, and kept well watered. Plants shall not remain unplanted any longer than three days after delivery. Plants shall not be bound with wire or rope at any time so as to damage the bark or break branches. Plants shall be lifted and handled with suitable support of the soil ball to avoid damaging it.
Q. Mechanized Tree Spade Requirements
Trees may be moved and planted with an approved mechanical tree spade. The tree spade shall move trees limited to the maximum size allowed for a similar B&B root-ball diameter according to the American Standard for Nursery Stock or the manufacturer's maximum size recommendation for the tree spade being used, whichever is smaller. The machine shall be approved by the landscape architect prior to use. Trees shall be planted at the designated locations in the manner shown in the plans and in accordance with applicable sections of the specifications.

II Materials for Planting
A. Mulch: Except as otherwise specified, mulch shall be shredded Melaleuca mulch - grade "A". All Melaleuca mulch shall be made entirely from the wood and bark of the
Melaleuca quinquinerva tree. It shall not contain more than 10% bark (by volume). Shreds and chips shall not be larger the ¾" diameter and 1½" in length. Mulch shall
be free of weeds, seeds, and any other organic or inorganic material other than Melaleuca wood and bark. It shall not contain stones or other foreign material that will prevent its eventual decay. This shall be applied to all planted areas where indicated so that, after installation, the mulch thickness will not be less than 3". Submit sample for approval.
B. Peat: Shall be horticultural peat composed of not less than 60% decomposed organic matter by weight, on an oven dried basis. Peat shall be delivered to the site in a
workable condition free from lumps.
C. Gravel Mulch: Use only where specifically indicated on the plans of the size and type shown. Unless otherwise specified it shall be water-worn, hard durable gravel, washed free of loam, sand, clay and other foreign substances. It shall be a minimum of 3" deep and shall be contained with edging or other approved gravel stop as indicated on the plans. It shall be a maximum of 1 1/2", a minimum of 3/4" and of a readily-available natural gravel color range. Provide geotextile filter fabric below aggregate rock.
Submit sample for approval.
D. Root Barrier: Where specified, root barriers shall be installed on all tree and palm material in accordance with the root barrier detail provided within the plan drawings. Root barriers shall comply with all requirements of the municipality within which they are located as well as with any utility holder requirements of any affected utilities. In the event that conflicting requirements exist between the root barrier detail provided within the plan documents and the municipality/utility holder requirements, the more stringent of the requirements shall be applicable.
E. Planter Edging: Use only where specifically indicated on plans. Edging shall be the color black.
F. Anti-desiccant: shall be an emulsion specifically manufactured for agricultural use, which provides a protective film over plant surfaces. Anti-desiccants shall be delivered in containers of the manufacturer and shall be mixed according to the manufacturer's directions. Submit manufacturer literature for approval.

III. Materials for Soil Amendment
A. Pine Bark: Horticultural-grade milled pine bark, with 80 percent of the material by volume sized between 0.1 and 15.0 mm.
1. Pine bark shall be aged sufficiently to break down all woody material. Pine bark shall be screened.
2. pH shall range between 4 and 7.0.
3. Submit manufacturer literature for approval.
B. Organic Matter: Leaf matter and yard waste composted sufficiently to break down all woody fibers, seeds, and leaf structures, and free of toxic and nonorganic matter. Organic matter shall be commercially prepared compost. Submit 0.5 kg (1 lb) sample and suppliers literature for approval.
C. Course Sand: Course concrete sand, ASTM C-33 Fine Aggregate, with a Fines Modulus Index of 2.75 or greater.
1. Sands shall be clean, sharp, natural sands free of limestone, shale and slate particles.
2. Provide the following particle size distribution:

Sieve	Percentage Passing
3/8 in (9.5 mm)	100
No. 4 (4.75 mm)	95-100
No. 8 (2.36 mm)	80-100
No. 16 (1.18 mm)	50-85
No. 30 (0.60 mm)	25-60
No. 50 (0.30 mm)	10-30
No. 100 (0.15 mm)	2-10

D. Lime: shall be ground, palletized, or pulverized lime manufactured to meet agricultural standards and contain a maximum of 60 percent oxide (i.e. calcium oxide plus magnesium oxide). Submit manufacturer literature for approval.
E. Sulfur: shall be flowers of sulfur, pelletized or granular sulfur, or iron sulfate. Submit manufacturer literature for approval.
F. Fertilizer: Agricultural fertilizer of a formula indicated by the soil test. Fertilizers shall be organic, slow-release compositions whenever applicable. Submit manufacturer literature for approval.

IV. Planting Mix
A. Planting Mix
1. Planting Mix for Trees, Shrubs, Groundcovers and vines: Check with landscape architect for appropriate mixture.
2. Planting Mix for Palms: Mixture of course sand and peat mixed to the following proportion:

Component	Percent by Volume
Coarse Sand	75%
Peat	25%

B. Planting mix shall be thoroughly mixed, screened, and shredded.
C. Prior to beginning the mixing process, submit a 1-kg (2-lb) sample of the proposed mix with soil test results that indicate the mix ratio and the results achieved.
D. During the mixing process but prior to installing the mix, submit a 1-kg (2-lb) sample for each 200 cubic meters (250 cubic yards) of planting mix, taken randomly from the finished soil mix, with soil test results for approval. In the event that the test results do not meet the required particle size distribution, remix and resubmit a revised planting mix.
E. Make all amendments of lime/sulfur and fertilizer indicated by the soil test results at the time of mixing.
F. All mixing shall take place in the contractors yard, using commercial mixing equipment sufficient to thoroughly mix all components uniformly
G. Protect the planting mix from erosion prior to installation.

Part 3. Execution

I. Excavation of Planted Areas
A. Locations for plants and/or outlines of areas to be planted are to be staked out at the site. Locate and mark all subsurface utility lines. Approval of the stakeout by the landscape architect is required before excavation begins.
B. Tree, shrub, and groundcover beds are to be excavated to the depth and widths indicated on the landscape plan detail drawings. If the planting area under any tree is initially dug too deep, the soil added to bring it up to the correct level should be thoroughly tamped.
1. The sides of the excavation of all planting areas shall be sloped at a 45 degrees. The bottom of all beds shall slope parallel to the proposed grades or toward any subsurface drain lines within the planting bed. The bottom of the planting bed directly under any tree shall be horizontal such that the tree sits plumb.
2. Maintain all required angles of repose of the adjacent materials as shown on the drawings. Do not excavate compacted subgrades of adjacent pavement or structures.
3. Subgrade soils shall be separated from the topsoil, removed from the area, and not used as backfill in any planted or lawn area. Excavations shall not be left uncovered or unprotected overnight.
C. For trees and shrubs planted in individual holes in areas of good soil that is to remain in place and/or to receive amendment in the top 150-mm (6 in.) layer, excavate the
hole to the depth of the root ball and to widths shown on the drawing. Slope the sides of the excavation at a 45 degree angle up and away from the bottom of the excavation.
1. In areas of slowly draining soils, the root ball may be set up to 75 mm (3 in.) or 1/8 of the depth of the root ball above the adjacent soil level.
2. Save the existing soil to be used as backfill around the tree.
3. On steep slopes, the depth of the excavation shall be measured at the center of the hole and the excavation dug as shown on the drawings.
D. Detrimental soil conditions: The landscape architect is to be notified, in writing, of soil conditions encountered, including poor drainage, that the contractor considers detrimental to the growth of plant material. When detrimental conditions are uncovered, planting shall be discontinued until instructions to resolve the conditions are received from the landscape architect.
E. Obstructions: If rock, underground construction work, utilities, tree roots, or other obstructions are encountered in the excavation of planting areas, alternate locations for
any planting shall be determined by the landscape architect.

II. Installation of Planting Mix
A. Prior to the installation of the planting mix, install subsurface drains, irrigation main lines, lateral lines, and irrigation risers shown on the drawings.
B. The landscape architect shall review the preparation of subgrades prior to the installation of planting mix.
C. Do not proceed with the installation of planting mix until all utility work in the area has been installed.
D. Protect adjacent walls, walks, and utilities from damage or staining by the soil. Use 12-mm (1/2 in.) plywood and/or plastic sheeting as directed to cover existing concrete,
metal, masonry work, and other items as directed during the progress of the work.
1. Clean up any soil or dirt spilled on any paved surface at the end of each working day.
2. Any damage to the paving or architectural work caused by the soils installation contractor shall be repaired by the general contractor at the soils installation contractors expense.
E. Till the subsoil into the bottom layer of topsoil or planting mix.
1. Loosen the soil of the subgrade to a depth of 50 to 75 mm (2 to 3 in.) with a rotoriller or other suitable device.
2. Spread a layer of the specified topsoil or planting mix 50 mm (2 in.) deep over the subgrade. Thoroughly till the planting mix and the subgrade together.
3. Immediately install the remaining topsoil or planting mix in accordance with the following specifications. Protect the tilled area from traffic. DO NOT allow the tilled subgrade to become compacted.
4. In the event that the tilled area becomes compacted, till the area again prior to installing the planting mix.
F. Install the remaining topsoil or planting mix in 200- to 250-mm (8- to 10-in.) lifts to the depths and shown on the drawing details. The depths and grades shown on the drawings are the final grades after soil settlement and shrinkage of the organic material. The contractor shall install the soil at a higher level to anticipate this reduction of soil volume, depending on predicted settling properties for each type of soil.
1. Phase the installation of the soil such that equipment does not have to travel over already-installed topsoil or planting mixes.
2. Compact each lift sufficiently to reduce settling but not enough to prevent the movement of water and feeder roots through the soil. The soil in each lift should feel firm to the foot in all areas and make only slight heel prints. Overcompaction shall be determined by the following field percolation test.
a. Dig a hole 250 mm (10 in.) in diameter and 250 mm (10 in.) deep.
b. Fill the hole with water and let it drain completely. Immediately refill the hole with water, and measure the rate of fall in the water level.
c. In the event that the water drains at a rate less than 25 mm (1 in.) per hour, till the soil to a depth required to break the overcompaction.
d. The landscape architect shall determine the need for, and the number and location of percolation tests based on observed field conditions of the soil.
3. Maintain moisture conditions within the soils during installation to allow for satisfactory compaction. Suspend installation operations if the soil becomes wet. Do not place soils on wet subgrade.
4. Provide adequate equipment to achieve consistent and uniform compaction of the soils. Use the smallest equipment that can reasonably perform the task of spreading and compaction.
5. Add lime, sulfur, fertilizer, and other amendments during soil installation. Spread the amendments over the top layer of soil and till into the top 100 mm (4 in.) of soil. Soil amendments may be added at the same time that organic matter, when required, is added to the top layer of soil.
6. Protect soil from overcompaction after placement. An area that becomes overcompacted shall be tilled to a depth of 125 mm (6 in.). Uneven or settled areas shall be filled and regraded.

III. Fine Grading
A. It shall be the responsibility of the Contractor to finish grade (min. 6" below adjacent F.F.E.). Finish grades in planting areas shall be one inch lower than adjacent paving and are to include 3" of mulching. New earthwork shall blend smoothly into the existing earthwork, and grades shall pitch evenly between spot grades. All planted areas must pitch to drain at a minimum of 1/4" per foot. Any discrepancies not allowing this to occur shall be reported to the Landscape Architect prior to continuing work.
B. Fill all dips and remove any bumps in the overall plane of the slope.
1. The tolerance for dips and bumps in lawn areas shall be a 12-mm (1/2 in.) deviation from the plane in 3,000 mm (10 ft).
2. The tolerance for dips and bumps in shrub planting areas shall be a 25-mm (1 in.) deviation from the plane in 3,000 mm (10 ft).
3. All fine grading shall be inspected and approved by the landscape architect prior to planting, mulching, sodding, or seeding.
C. Berming shall not be placed within 10' of any existing tree nor will it be allowed to encroach upon any drainage, or maintenance easement. Berming shall not impede or obstruct any necessary swales needed to drain other areas for the property.

IV. Planting Operations
A. Plants shall be set on flat-tamped or unexcavated pads at the same relationship to finished grade as they were to the ground from which they were dug, unless otherwise noted on the drawings. Plants must be set plumb and braced in position until topsoil or planting mix has been placed and tamped around the base of the root ball. Improper compacting of the soil around the root ball may result in the tree settling or leaning. Plants shall be set so that they will be at the same depth and so that the root ball does not shift or move laterally one year later.
1. Determine the elevation of the root flare and ensure that it is planted at grade. This may require that the tree be set higher than the grade in the nursery.
2. If the root flare is less than 50 mm (2 in.) below the soil level of the root ball, plant the tree the appropriate level above the grade to set the flare even with the grade. If the flare is more than 50 mm (2 in) at the center of the root ball the tree shall be rejected.
B. Lift plants only from the bottom of the root balls or with belts or lifting harnesses of sufficient width not to damage the root balls. Do not lift trees by their trunk or use the trunk as a lever in positioning or moving the tree in the planting area.
C. Remove plastic, paper, or fiber pots from containerized plant material. Pull roots out of the root mat. Loosen the potting medium and shake away from the root mat. Immediately after removing the container, install the plant such that the roots do not dry out. Pack planting mix around the exposed roots while planting.
D. The roots of bare-root trees shall be pruned at the time of planting to remove damaged or undesirable roots (those likely to become a detriment to future growth of the root system). Bare-root trees shall have the roots spread to approximate the natural position of the roots and shall be centered in the planting pit. The planting-soil backfill shall be worked firmly into and around the roots, with care taken to fill in completely with no air pockets.
E. Cut ropes or strings from the top of shrub root balls and trees smaller than 3 in. caliper after plant has been set. Remove burlap or cloth wrapping and any wire baskets from around top half of balls. Do not turn under and bury portions of burlap at top of ball.
1. Do not immediately remove the ropes and burlap from trees larger than 3 in. caliper. Return to each tree three months after planting and cut all ropes around the trunks and tops of the root balls of these trees.
2. Completely remove any waterproof or water-repellant strings or wrappings from the root ball and trunk before backfilling.
F. Set balled and burlapped trees in the hole with the north marker facing north unless otherwise approved by the landscape architect.
G. Place native soil, topsoil, or planting mix into the area around the tree, tamping lightly to reduce settlement.
1. For plants planted in individual holes in existing soil, add any required soil amendments to the soils, as the material is being backfilled around the plant. Ensure that the amendments are thoroughly mixed into the backfill.
2. For plants planted in large beds of prepared soil, add soil amendments during the soil installation process.
3. Ensure that the backfill immediately around the base of the root ball is tamped with foot pressure sufficient to prevent the root ball from shifting or leaning.
H. Solid sod shall be laid with closely abutting joints with a tamped or rolled, even surface. Stagger strips to offset joints in adjacent courses. Bring the sod edge in a neat, clean manner to the edge of all paving and shrub areas. Sod along slopes shall be pegged to hold sod in place along slopes or banks a wood peg acceptable to the Landscape Architect shall be used at no additional cost to the Owner. If, in the opinion of the Landscape Architect, top-dressing is necessary after rolling, clean sand will be evenly applied over the entire surface and thoroughly washed in without additional charge.
I. Thoroughly water all plants immediately after planting. Apply water by hose directly to the root ball and the adjacent soil.
J. Remove all tags, labels, strings, etc. from all plants.
K. Remove any excess soil, debris, and planting material from the job site at the end of each workday.
L. Form watering saucers 100 mm (4 in.) high immediately outside the area of the root ball of each tree as indicated on the drawings.

V. Relocation of Existing Material:
A. Landscape Contractor shall root prune trees which are to be relocated in accordance with approved horticultural practices and the following procedures.
1. Select a healthy tree
2. Selectively trim the canopy removing dead limbs, cross branching over crowned areas, and lower undesirable limbs. Fertilize and water trees before pruning.
3. Root prune 50% of the root system approximately 18"-2' deep (depending upon species and size). This is done by hand with sharp hand tools or a root pruning saw. The diameter of the root ball to be pruned is 8-12 inches per every one inch of diameter at breast height of the tree.
4. Back fill the existing soil with peat moss to stimulate new root growth of the pruned roots.
5. Water in thoroughly and treat with a mycorrhizae and a low nitrogen fertilizer (so not to burn the pruned roots). Brace trees if deemed necessary.
6. The root pruned tree should be watered every day (especially during warm months of the season), the equivalent of 5 gallons for every DBH of tree per day.
7. Root pruned trees should be let to stand for a minimum of 6 weeks for trees less than 8" DBH and as long as 3 months for larger specimens prior to transplanting.
8. For best results and survivorship, new root growth should be evident on root pruned trees prior to transplanting.
9. Upon transplanting, water should be applied every day as outlined in step 6 for at least one year.

VI. Staking and Guying
A. The Contractor shall stake all trees and palms in accordance with the tree and palm staking details provided within the plan drawings. Alternate methods of guying or staking may be employed with the prior approval of the Landscape Architect.
B. The Contractor shall be responsible for the replacement or adjustment of all trees, palms or shrubs that fall or lean during the guarantee period. The Contractor shall be responsible for any damage caused by the falling or leaning of trees.
C. Stakes and guys shall be installed immediately upon approval or planting, and shall be removed in accordance with the staking details provide within the plan drawings. Any tree that is not stable at the end of the warranty period shall be rejected.

VII. Pruning
A. Plants shall not be heavily pruned at the time of planting. Pruning is required at planting time to correct defects in the tree structure, including removal of injured branches, waterspouts, suckers, and interfering branches. Healthy lower branches and interior small twigs should not be removed except as necessary to clear walks and roads. In no case should more than one-quarter of the branching structure be removed. Retain the normal or natural shape of the plant.
B. All pruning shall be completed using clean, sharp tools. All cuts shall be clean and smooth, with the bark intact with no rough edges or tears.
C. Pruning of large trees shall be done from a hydraulic man-lift such that it is not necessary to climb the tree.

VIII. Mulching
A. All trees, palms, shrubs, and other plantings will be mulched with mulch previously approved by the landscape architect. The mulch shall be a minimum 3" thick layer over all tree, shrub and ground cover planting areas, unless otherwise specified. All mulch layers shall be of the specified thickness at the time of the final acceptance of the work. Mulch must not be placed within 3 inches of the trunks of trees, palms or shrubs.
B. Place mulch at least 3" in depth in a circle around all trees located in lawn areas. The diameter of the circle shall be 18" in diameter larger than the ball of the plant provided. Mulch must not be placed within 3 inches of the trunks of trees, palms or shrubs.

IX. Maintenance of Trees, Shrubs, and Vines
A. Maintenance shall begin immediately after each plant is planted and continue until its acceptance has been confirmed by the landscape architect.
B. Maintenance shall consist of pruning, watering, cultivating, weeding, mulching, fertilizing, tightening and repairing guys and stakes, resetting plants to proper grades or upright position, restoring of the planting saucer, and furnishing and applying such sprays or other materials as necessary to keep plantings free of insects and diseases and in vigorous condition.
C. Planting areas and plants shall be protected at all times against trespassing and damage of all kinds for the duration of the maintenance period. If a plant becomes damaged or injured, it shall be treated or replaced as directed by the landscape architect at no additional cost.
D. Watering: Contractor shall irrigate as required to maintain vigorous and healthy tree growth. Overwatering or flooding shall not be allowed. The contractor shall monitor, adjust, and use existing irrigation facilities, if available, and furnish any additional material, equipment, or water to ensure adequate irrigation. Root balls of all trees and large shrubs shall be spot watered using handheld hoses during the first four months after planting, as required to ensure adequate water within the root ball.
E. During periods of restricted water usage, all governmental regulations (permanent and temporary) shall be followed. The contractor may have to transport water from ponds or other sources, at no additional expense to the owner when irrigation systems are unavailable.
F. Remove soil ridges from around watering basins prior to end of maintenance period, as directed by Landscape Architect

X. Acceptance
A. The landscape architect shall inspect all work for acceptance upon written request of the contractor. The request shall be received at least ten calendar days before the anticipated date of inspection.
B. Acceptance of plant material shall be for general conformance to specified size, character, and quality and shall not relieve the contractor of responsibility for full conformance to the contract documents, including correct species.
C. Upon completion and re-inspection of all repairs or renewals necessary in the judgment of the landscape architect, the landscape architect shall certify in writing that the work has been accepted.

XI. Acceptance in Part
A. Work may be accepted in parts when the landscape architect and contractor deem that practice to be in their mutual interest. Approval must be given in writing by the landscape architect to the contractor verifying that the work is to be completed in parts. Acceptance of work in parts shall not waive any other provision of this contract.

XII. Guarantee Period and Replacements
A. The guarantee period for trees and shrubs shall begin at the date of acceptance.
B. The contractor shall guarantee all plant material to be in healthy and flourishing condition for a period of one year from the date of acceptance.
C. When work is accepted in parts, the guarantee periods extend from each of the partial acceptances to the terminal date of the guarantee of the last acceptance. Thus, all guarantee periods terminate at one time.
D. The contractor shall replace, without cost, as soon as weather conditions permit, and within a specified planting period, all plants determined by the landscape architect to be dead or in an unacceptable condition during and at the end of the guarantee period. To be considered acceptable, plants shall be free of dead or dying branches and branch tips and shall bear foliage of normal density, size, and color. Replacements shall closely match adjacent specimens of the same species. Replacements shall be subject to all requirements stated in this specification.
E. The guarantee of all replacement plants shall extend for an additional period of one year from the date of their acceptance after replacement. In the event that a replacement plant is not acceptable during or at the end of said extended guarantee period, the landscape architect may elect subsequent replacement or credit for that item.
F. At the end of the guarantee, the contractor shall reset grades that have settled below the proposed grades on the drawings.
G. The contractor shall make periodic inspections, at no extra cost, during the guarantee period to determine what changes, if any, should be made in the maintenance program. If changes are recommended, they shall be submitted in writing to the landscape architect. Claims by the contractor that the owners maintenance practices or lack of maintenance resulted in dead or dying plants will not be considered if such claims have not been documented by the contractor during the guarantee period.

XIII. Final Inspection and Final Acceptance
At the end of the guarantee period and upon written request of the contractor, the landscape architect will inspect all guaranteed work for final acceptance. The request shall be received at least ten calendar days before the anticipated date for final inspection. Upon completion and re-inspection of all repairs or renewals necessary in the judgment of the landscape architect at that time, the landscape architect shall certify, in writing, that the project has received final acceptance.

NO.	DATE	DESCRIPTION	BY
REVISIONS			
1	5/15/2025	RESUBMITTAL	MH

CERT NO: 6991

WGI
WGInc.com
2035 VISTA PARKWAY, WEST PALM BEACH, FLORIDA 33411
561.687.2220

LANDSCAPE ARCHITECT OF RECORD
SIYANG WEN, PLA
FL# LA6667556

NOT AUTHORIZED FOR CONSTRUCTION PRIOR TO FORMAL CITY APPROVAL
INITIAL SUBMITTAL
FEBRUARY 21, 2025

SUNRISE VILLAGE
CITY OF FORT PIERCE, ST. LUICE COUNTY, FL

LANDSCAPE SPECIFICATIONS

SHEET
LP-4.01

PROJECT# 11038.00

SAVED: 5/15/2025 1:34 PM
PLOT DATE: 5/15/2025 3:26 PM
PLOTTED BY: NATHAN LEACH
DRAWING: P:\11000\11038.00 Blue Sky-Sunrise-Ft Pierce\CIVIL\10-CAD\20-Site\11038 ENGINEERING PLAN.dwg

SUNRISE VILLAGE

CITY OF FORT PIERCE, ST. LUCIE COUNTY, FL

PRELIMINARY ENGINEERING PLAN

SHEET
EXH-1
1 OF 1
11038.00

PRELIMINARY
NOT FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

PREPARED UNDER THE SUPERVISION OF:
ADAM SCHILDMEIER
P.E. #69218
GW 2025-05-15
INITIAL SUBMITTAL
May 15, 2025

561.687.2220
CERT NO: 6091
WGI
WGInc.com
2035 VISTA PARKWAY, WEST PALM BEACH, FLORIDA 33411

NOT AUTHORIZED FOR CONSTRUCTION PRIOR TO FORMAL CITY APPROVAL

St. Lucie PUBLIC SCHOOLS

Each Child, Every Day

Growth Management Department
Direct (772) 429-7547 www.stlucieschools.org
9461 Brandywine Lane, Port St. Lucie, FL 34986

Developer School Planning and Capacity

Instructions: Please submit completed worksheet with development plan to the governmental entity where development plan approval is sought. For projects that are expected to generate more than 200 students a pre-application conference with the School District is recommended. This may be held in conjunction with the local government preapplication meeting.

Please check [✓] type of application

- [ ] **Rezoning with Residential Component** (Complete Section A only)
- [ ] **Future Land Use Amendments** (Complete Section A only)
- [x] **Final Development Order// General Review and** Adequate Capacity Determination (Complete Section B only)

PROJECT INFORMATION	
Project Name	Sunrise Village (PZSITE2025-00009)
Project Type: (Comp Plan / Rezoning / PUD / Site Plan / etc.)	Site Plan Approval / Conditional Use
Municipality	City of Fort Pierce
Parcel Identification Number (s) (PIN) (Attach separate sheet if necessary)	2417504002000 16
Location / Address of Subject Property	3000 Okeechobee Road, Fort Pierce, FL 34947
Acreage of Project	6.8 acres
Anticipated Start Date and anticipated phasing	TBD
OWNERSHIP / AGENT INFORMATION	
Owner's Name	Mustafa E Altinok - Authorized Member, Arrow Investment Group, LLC
Owner's Signature	
Agent's Name/Company (if applicable)	Jerrod Purser (WGI, Inc.)
Mailing Address	3230 W. Commercial Blvd, Suite 300, Fort Lauderdale, FL 33309
Phone 561-537-4533	Email Jerrod.Purser@wginc.com

SECTION A: Rezoning with Residential Component and Future Land Use Amendments

Please check [✓] to indicated that you have included the following:

- [ ] Please attach location sketch
- [ ] Please attach property survey or preliminary site plan that shows the existing and proposed zoning and land use designations.

	Existing	*Proposed*
Land Use Designation (attach separate table for multiple uses)		
Zoning (attach separate table for multiple zoning designations)		
Maximum Number of dwelling units allowed		
Estimated Number of binding age restricted dwelling units		
Describe any other items related to the use		

SECTION B: Final Development Order// General Review and Adequate Capacity Determination

For projects that are expected to generate more than 200 students, we recommend that the applicant have a pre-application conference with the School District. This may be held in conjunction with the local government preapplication meeting.

Please check [✓] to indicate that you have included the following:

X Please attach location sketch, property survey or preliminary site plan that shows the proposed uses.

N/A If applicable, please complete the *Application for Exemption: School Impact Fees for Age Restricted Housing for Housing Older Persons.* [2]

N/A If the project is anticipated to be phased, please describe and graphic showing phasing schedule.[3]

Please describe project and general schedule

The Applicant is proposing a 106-unit multifamily affordable housing development. In addition to the residential units, a 1.03-acre lake, 0.14-acre recreation area, and clubhouse are provided on site.

Proposed Residential Uses

Unit Type	Dwelling Units	Student Generation[1]
Single Family:	-	-
Multi-Family:	106	22
Age Restricted[2]:	-	-

If the access of the project is located on a collector or arterial roadway, please address a potential bus stop location to provide safe waiting for parents and students as well as loading and disembarkment of students from buses

A school bus stop location is proposed for students. Refer to the provided site plan.

[1]For student generation rate use 0.405 students per single family unit and 0.207 students per multi-family unit (includes townhouses).
[2]A Restrictive Covenant is required for age-restricted communities that are exempt from concurrency and impact fees.
[3]If applicable, please attach a Phasing Plan showing the number and type of units to receive certificate of occupancy by phase

SCHOOL DISTRICT REVIEW (TO BE COMPLETED BY SCHOOL DISTRICT)

Local Gov. Reviewer:	School CSA
	Municipality Project Number:

School District Recommendations

School District Representative Signature: **Date:**

Rev 11/2021

TRUCKIN TRAFFIC, LLC
721 Gulf Boulevard, Suite 200
Indian Rocks Beach, Florida 33785
(727) 647-8196

TURN LANE ANALYSIS REPORT

TO: City of Fort Pierce
St Lucie County

FROM: Jane A. Caldera, P.E.

COPY TO: Ash Leyva – Blue Skey Communities
Jerrod Purser - WGI

DATE: May 14, 2025

SUBJECT: Major Site Plan: Innovative Development (PZSITE2025-00009)
3000 Okeechobee Rd - Sunrise Village
Property Control Number: 2417-504-0020-001-6



At the request of St Lucie County, a turn lane analysis has been prepared to evaluate the need for turn lanes at the requested site access driveway on Okeechobee Road, opposite S 31st Street in the City of Fort Pierce. The turn lane analysis presented below is based on NCHRP report 457.

BACKGROUND INFORMATION

A Traffic Impact Statement (dated 2/19/2025) requesting approval of De-Minimis for the Sunrise Village Affordable Housing development project has been submitted to the City of Fort Pierce and St Lucie County.

The Sunrise Village development consist of a 106 unit affordable housing project planned on a 6.8 acre parcel location on the northeast quadrant of Okeechobee Road and S 31st Street in the City of Fort Pierce. The site traffic data from the Traffic Impact Statement has been used as the basis of this turn lane analysis. A copy of the Traffic Impact Statement, dated 2/19/2025, attached as Exhibit A for your reference.

TURN LANE EVALUATION AT SITE DRIVEWAY

Left Turn Lane

NCHRP Report 457, from the FDOT Multimodal Access Management Guidebook was used to evaluate the need for a left turn lane to access driveways on Okeechobee Road. Based on the NCHRP Report 457 a left turn lane is warranted. Figures 1 and 2 contain the relevant information used to evaluate the left turn lane warrant at the site access driveway for the AM and PM Post Development Traffic Conditions.

Figure 2 - 5. Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection.

4-lane roadway

INPUT

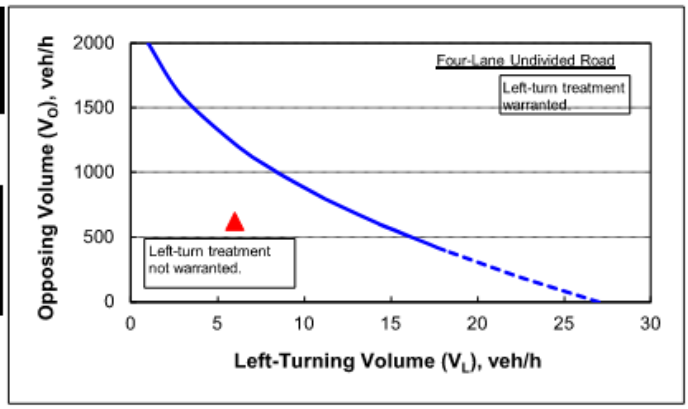
Variable	Value
Left-turning volume (V_L), veh/h:	6
Advancing volume (V_A), veh/h:	868
Opposing volume (V_O), veh/h:	620

OUTPUT

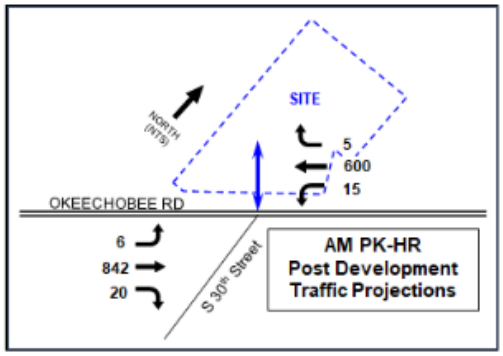
Variable	Message
Opposing volume (V_O) check:	O.K.
Combined volume (V_A and V_O) check:	O.K.
Guidance for determining the need for a major-road left-turn bay:	
Left-turn treatment NOT warranted.	

CALIBRATION CONSTANTS

Variable	Value
Average time for making left-turn s:	4.0
Critical headway s:	6.0



Note: When V_O < 400 veh/h (dashed line), a left-turn lane is not normally warranted unless the advancing volume (V_A) in the same direction as the left-turning traffic exceeds 400 veh/h (V_A > 400 veh/h).



NCHRP Report 457
Okeechobee Road at Sunrise Village Site Access Driveway
AM Peak-Hour

Figure 1

Figure 2 - 5. Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection.

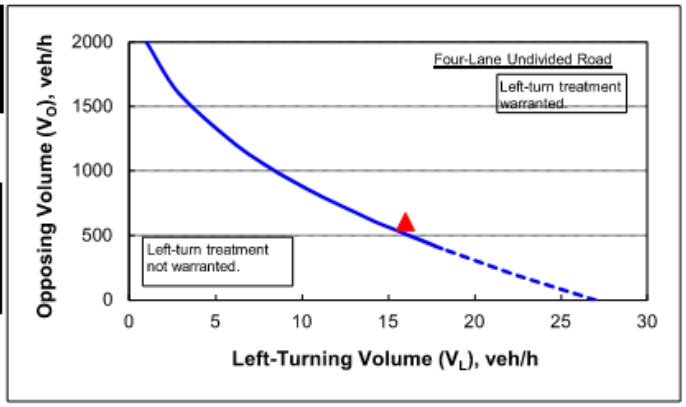
4-lane roadway

INPUT

Variable	Value
Left-turning volume (V_L), veh/h:	16
Advancing volume (V_A), veh/h:	841
Opposing volume (V_O), veh/h:	605

OUTPUT

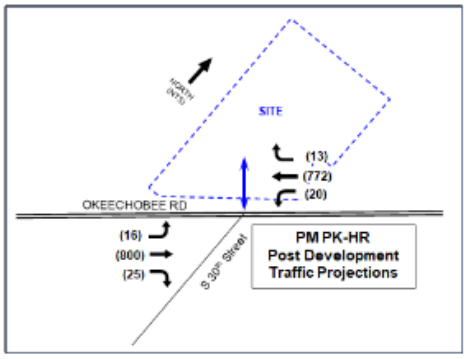
Variable	Message
Opposing volume (V_O) check:	O.K.
Combined volume (V_A and V_O) check:	O.K.
Guidance for determining the need for a major-road left-turn bay:	
Left-turn treatment warranted.	



Note: When V_O < 400 veh/h (dashed line), a left-turn lane is not normally warranted unless the advancing volume (V_A) in the same direction as the left-turning traffic exceeds 400 veh/h (V_A > 400 veh/h).

CALIBRATION CONSTANTS

Variable	Value
Average time for making left-turn s:	4.0
Critical headway s:	6.0



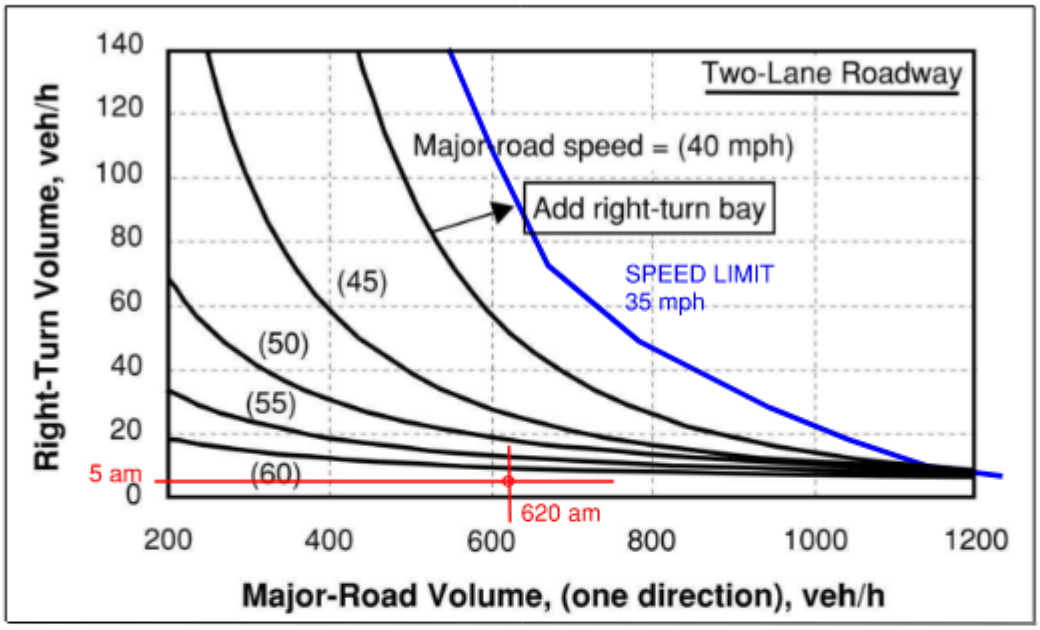
NCHRP Report 457
Okeechobee Road at Sunrise Village Site Access Driveway
PM Peak-Hour

Figure 2

Right Turn Lane

NCHRP Report 457, from the FDOT Multimodal Access Management Guidebook was used to evaluate the need for a right turn lane to access driveways. Based on the NCHRP Report 457 a right turn lane is not warranted on Okeechobee Road at the site access driveway. Figures 3 and 4 contain the relevant information used to evaluate the right turn lane warrant for the site access driveway for the AM and PM Post Development Traffic Conditions.

Figure 74 | Recommended Guidelines for Exclusive Right-Turn Lanes to Unsignalized Driveway/Intersection



Source: NCHRP Report 457, TDOT Highway System Access Manual

Okeechobee Road at
Sunrise Village Site
Access Driveway
AM Peak-Hour

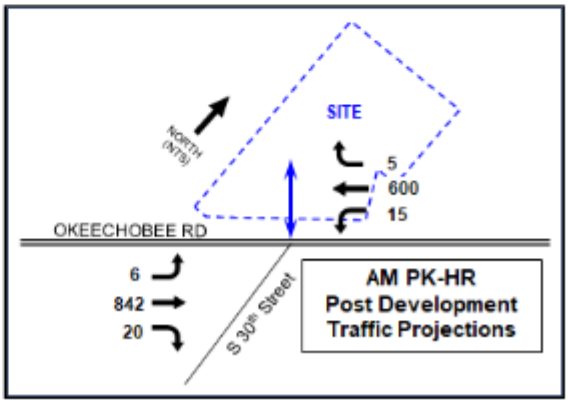
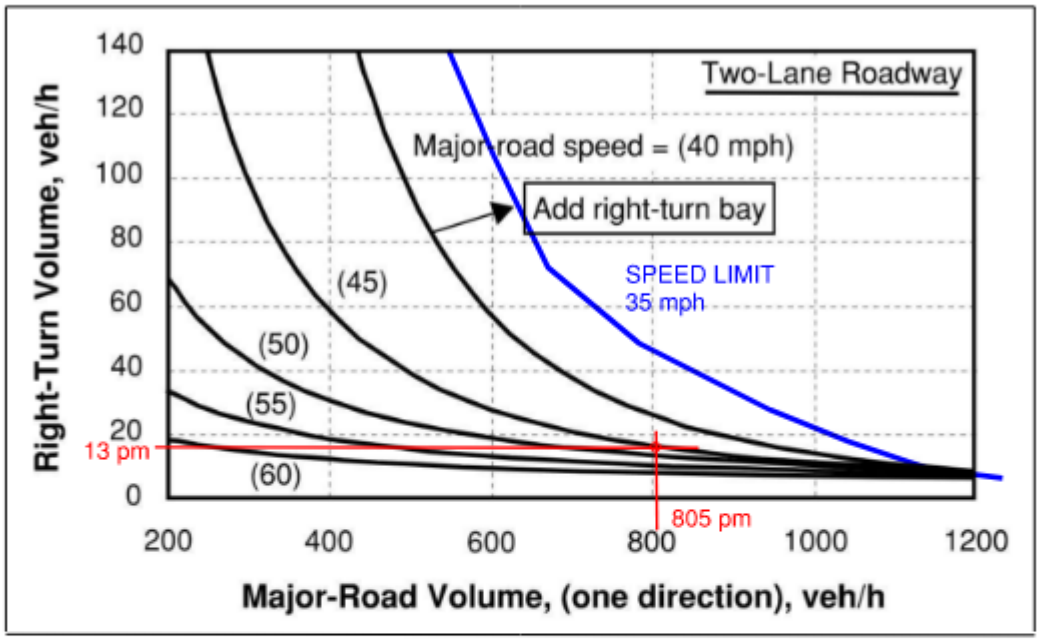


Figure 3

Figure 74 | Recommended Guidelines for Exclusive Right-Turn Lanes to Unsignalized Driveway/Intersection



Source: NCHRP Report 457, TDOT Highway System Access Manual

Okeechobee Road at Sunrise Village Site Access Driveway PM Peak-Hour

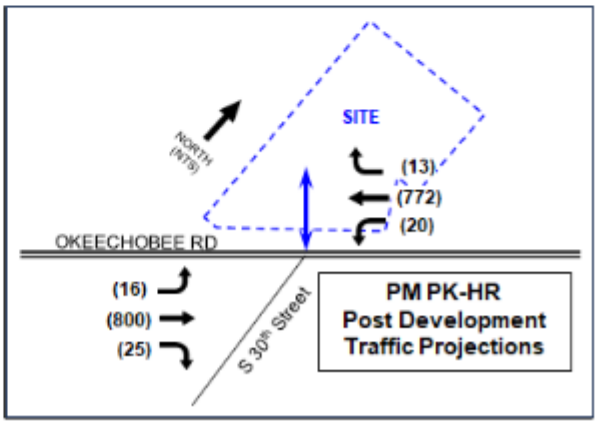


Figure 4

Please contact me if you have any questions or need additional information regarding this report.

TRUCKIN TRAFFIC, LLC
721 Gulf Boulevard, Suite 200
Indian Rocks Beach, Florida 33785
(727) 647-8196

TRAFFIC IMPACT STATEMENT

TO: City of Fort Pierce

FROM: Jane A. Caldera, P.E.

COPY TO: Ash Leyva – Blue Skey Communities
Jerrod Purser - WGI

DATE: February 19, 2025

SUBJECT: De Minimis Impact Request
3000 Okeechobee Rd - Sunrise Village
Property Control Number: 2417-504-0020-001-6

This Traffic Impact Statement has been prepared to provide the City of Fort Pierce with the pertinent traffic data needed to review and approved an application for exemption to City Code Chapter 150 - CONCURRENCY MANAGEMENT - Sec. 105-6. - Concurrency assessment, based on meeting the De-Minimis impact criteria per Sec. 105.6(b)(2) for the Sunrise Village Affordable Housing development project.

The Sunrise Village major site plan application is for a 106 unit affordable housing development planned on a 6.8 acre parcel location on the northeast quadrant of Okeechobee Road and S 31st Street in the City of Fort Pierce. The site location and area roadways are shown in Figure 1 below.

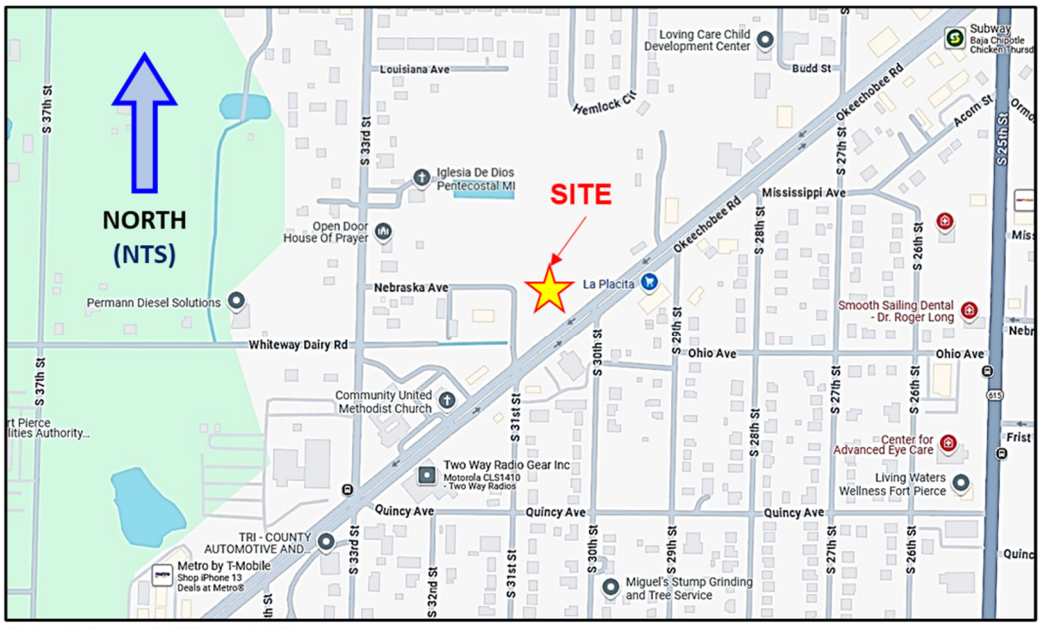


FIGURE 1 – SITE LOCATION

TRIP GENERATION:

The trip generation estimates for the proposed affordable housing development were based on the trip rates contained in the 11th Edition of the Institute of Transportation of Engineers (ITE) Trip Generation Manual. Tables 1, 2 and 3 below contain the trip generation calculations associated with the 106 unit affordable housing development.

TABLE 1 - DAILY TRIP GENERATION ESTIMATES

ITE Land-Use Category	ITE Land-Use (Code)	Independent Variable	(1) ITE Ave Rate	Size	Total Trips	In	Out
PROPOSED LAND-USE							
Affordable Housing	223	DWELLING UNITS	4.81	106	510	255	255

(1) The Trip Generation Rates were obtained from ITE Trip Generation Manual, 11th Edition.

TABLE 2 - AM PEAK HOUR TRIP GENERATION ESTIMATES

ITE Land-Use Category	ITE Land-Use (Code)	Independent Variable	(1) ITE Ave Rate	Size	Total Trips	In	Out
PROPOSED LAND-USE							
Affordable Housing	223	DWELLING UNITS	0.36	106	38	11	27

(1) The Trip Generation Rates were obtained from ITE Trip Generation Manual, 11th Edition.

TABLE 3 - PM PEAK HOUR TRIP GENERATION ESTIMATES

ITE Land-Use Category	ITE Land-Use (Code)	Independent Variable	(1) ITE Ave Rate	Size	Total Trips	In	Out
PROPOSED LAND-USE							
Affordable Housing	223	DWELLING UNITS	0.46	106	49	29	20

(1) The Trip Generation Rates were obtained from ITE Trip Generation Manual, 11th Edition.

SITE TRAFFIC DISTRIBUTION:

The site traffic distribution for this development was determined based on the area demographics and the area roadway network. Figure 2 below displays the traffic distribution.



FIGURE 2 – SITE TRAFFIC DISTRIBUTION

DETERMINATION OF DE MINIMIS IMPACT:

Florida law defines de minimis impact as “an impact that would not affect more than 1 percent of the maximum volume at the adopted level of service of the transportation facility as determined by the local government.” (§163.3180(6), F.S.)

Fort Pierce City Code Sec.105.6(b)(2) defines ‘De minimis impacts” as follows:

a. *An impact that would not affect more than one percent of the maximum volume at the adopted level of service of the affected transportation facility as determined by the director of planning.*

b. *An impact for which the sum of existing roadway volumes and the projected volumes from approved projects on a transportation facility does not exceed 110 percent of the maximum volume at the adopted level of service of the affected transportation facility.*

c. *An impact that would not exceed the adopted of service standard of any affected designated hurricane evaluation routes.*

Table 4 below contains the relevant traffic data used to calculate the site traffic as a percentage of maximum service volume.

TABLE 4
DETERMINATION OF DE MINIMIS IMPACT TEST

Road Name	Limits	Functional Class (1)	Context Class (1)	No. of Lanes	LOS STD (2)	2-Way PK-HR Capacity MSV (3)	Site Traffic Dist.	PM Net New Trips (2-way)	Site Traffic as % of MSV at LOS STD	De minimis Impact Threshold	De minimis Impact
Okeechobee Road	33rd ST to Site Access Driveway/30th ST	Urban Minor Arterial	C4 - Urban General	4D	D	3,250	45%	22.1	0.7%	<= 1%	YES
Okeechobee Road	Site Access Driveway/ 30th ST to 25th ST	Urban Minor Arterial	C4 - Urban General	4D	D	3,250	55%	27.0	0.8%	<= 1%	YES
						PM PEAK-HOUR SITE TRAFFIC (2-WAY)		***49***			

(1) FDOT GIS Maps

(2) City of Fort Pierce Code Sec. 105-6.(e) Level of service standards and review criteria. Table B. Level of Service Standards.

(3) FDOT 2023 Multimodal Quality/Level of Service Handbook, Appendix B: Florida's Generalized Service Volume Tables

As indicated in the table above, the minimal amount of peak hour traffic estimated to be generated by this site falls below the one percent threshold, therefore criteria (a) is satisfied.

According to the Traffic Counts and Level of Service Report 2024, prepared by the St Lucie Transportation Planning Organization (TPO), the adjacent transportation facility, Okeechobee Road Station ID 689), is operating well below the 110 percent of the maximum volume; therefore criteria (b) and (c) are satisfied. A copy of the relevant page from the St Lucie TPO report is attached to this statement.

As indicated in this Traffic Impact Statement, the Sunrise Village affordable housing project meets the de minimis impact thresholds requirements and can be granted an exemption to City Code Chapter 105 - CONCURRENCY MANAGEMENT.

Please contact me if you have any questions or need additional information to deem this project as having de minimis impact on the adjacent roadway.

St. Lucie Transportation Planning Organization

Coco Vista Centre
466 SW Port St. Lucie Blvd, Suite 111
Port St. Lucie, FL 34953
772-462-1593 www.stlucietpo.org

Traffic Counts and Level of Service Report
2024

Roadway Name	Location	STATION ID	2024 AADT *	Last Physical Count Year	Pk Hr Service Capacity	AM Pk Hr Pk Dir			PM Pk Hr Pk Dir		
						Volume	LOS	V/C	Volume	LOS	V/C
OKEECHOBEE RD	BLUEFIELD RD to CARLTON RD	687	9,900	2024	2,000	536	B	0.27	542	B	0.27
OKEECHOBEE RD	CARLTON RD to SNEED RD	940039	9,696	2023							
OKEECHOBEE RD	IDEAL HOLDING RD to HEADER CANAL RD	940039	9,696	2023							
OKEECHOBEE RD	SNEED RD to IDEAL HOLDING RD	940039	9,696	2023							
OKEECHOBEE RD	HEADER CANAL RD to MIDWAY RD	940039	9,696	2023							
OKEECHOBEE RD	MIDWAY RD to SHINN RD	940039	9,696	2023							
OKEECHOBEE RD	SHINN RD to MCCARTY RD	940195	7,267	2023							
OKEECHOBEE RD	MCCARTY RD to FLORIDA'S TURNPIKE	940025	10,118	2023							
OKEECHOBEE RD	FLORIDA'S TURNPIKE to KINGS HWY	940025	10,118	2023							
OKEECHOBEE RD	KINGS HWY to CROSSROADS PKWY	940748	24,489	2023							
OKEECHOBEE RD	CROSSROADS PKWY to I-95	940106	26,459	2023							
OKEECHOBEE RD	I-95 to JENKINS RD	940029	33,776	2023							
OKEECHOBEE RD	JENKINS RD to MCNEIL RD	940029	33,776	2023							
OKEECHOBEE RD	MCNEIL RD to VIRGINIA AVE	940742	32,311	2023							
OKEECHOBEE RD	VIRGINIA AVE to HARTMAN RD	688	13,178	2023	2,100	681	C	0.32	672	C	0.32
OKEECHOBEE RD	HARTMAN RD to 35TH ST	688	13,178	2023	1,630	681	C	0.42	672	C	0.41
OKEECHOBEE RD	35TH ST to 33RD ST	689	15,615	2023	1,630	813	D	0.50	778	D	0.48
OKEECHOBEE RD	33RD ST to 25TH ST	689	15,615	2023	1,630	813	D	0.50	778	D	0.48
OKEECHOBEE RD	25TH ST to GEORGIA AVE	690	11,736	2023	1,630	680	C	0.42	603	C	0.37
OKEECHOBEE RD	GEORGIA AVE to DELAWARE AVE	690	11,736	2023	1,710	680	C	0.40	603	C	0.35
OLD DIXIE HWY	US 1 to SR A1A NORTH	691	436	2022	790	68	C	0.09	64	C	0.08
OLD DIXIE HWY	SR A1A NORTH to ST LUCIE BLVD	948521	1,820	2023	750	85	C	0.11	85	C	0.11
OLD DIXIE HWY	ST LUCIE BLVD to INDRIO RD	227	1,785	2022	790	145	C	0.18	106	C	0.13
OLD DIXIE HWY	INDRIO RD to INDIAN RIVER C.L.	948523	1,495	2023	870	70	C	0.08	70	C	0.08
OLEANDER AVE	BEACH AVE to KITTERMAN RD	692	2,997	2021	540	173	C	0.32	196	C	0.36
OLEANDER AVE	KITTERMAN RD to MIDWAY RD	141	6,174	2021	750	359	C	0.48	359	C	0.48
OLEANDER AVE	MIDWAY RD to WEATHERBEE RD	139	6,049	2023	750	342	C	0.46	345	C	0.46
OLEANDER AVE	WEATHERBEE RD to BELL AVE	139	6,049	2023	540	342	D	0.63	345	D	0.64
OLEANDER AVE	BELL AVE to FARMER'S MARKET RD	240	9,400	2024	540	465	D	0.86	461	D	0.85
OLEANDER AVE	FARMER'S MARKET RD to EDWARDS RD	240	9,400	2024	750	465	D	0.62	461	D	0.61
OLEANDER AVE	EDWARDS RD to WISTERIA AVE	505	9,200	2024	750	590	D	0.79	518	D	0.69
OLEANDER AVE	WISTERIA AVE to GARDENIA AVE	505	9,200	2024	540	590	F	1.09	518	D	0.96

* **NOTE:** A six digit number in the "STATION ID" column identifies segment counted by FDOT. FDOT count stations use standard K and D factors to determine peak hour values.
Peak hour data is not available for locations on State roads due to differences in data availability, LOS Methodologies, and service level thresholds.
Please refer to FDOT sources for detailed data on FDOT traffic counts.

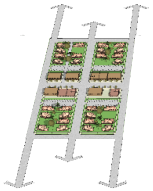
* Volumes shown were adjusted using FDOT Seasonal Factors

* AADT = Annual Average Daily Traffic (volumes for both directions where applicable)

*** NOTE:** If the Last Count Year is older than the year of the report, the AADT is projected from historical traffic count data.

C2T, C4, C5, & C6

Motor Vehicle Arterial Generalized Service Volume Tables



(C2T-Rural Town)

Peak Hour Directional

	B	C	D	E
1 Lane	*	720	940	**
2 Lane	*	1,140	1,640	**
3 Lane	*	2,120	2,510	**

Peak Hour Two-Way

	B	C	D	E
2 Lane	*	1,310	1,710	**
4 Lane	*	2,070	2,980	**
6 Lane	*	3,850	4,560	**

AADT

	B	C	D	E
2 Lane	*	13,800	18,000	**
4 Lane	*	21,800	31,400	**
6 Lane	*	40,500	48,000	**



(C4-Urban General)

	B	C	D	E
1 Lane	*	*	870	1,190
2 Lane	*	1,210	1,790	2,020
3 Lane	*	2,210	2,810	2,990
4 Lane	*	2,590	3,310	3,510

	B	C	D	E
2 Lane	*	*	1,580	2,160
4 Lane	*	2,200	3,250	3,670
6 Lane	*	4,020	5,110	5,440
8 Lane	*	4,710	6,020	6,380

	B	C	D	E
2 Lane	*	*	17,600	24,000
4 Lane	*	24,400	36,100	40,800
6 Lane	*	44,700	56,800	60,400
8 Lane	*	52,300	66,900	70,900

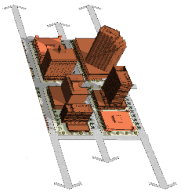


(C5-Urban Center)

	B	C	D	E
1 Lane	*	*	690	1,080
2 Lane	*	1,290	1,900	2,130
3 Lane	*	1,410	2,670	3,110
4 Lane	*	2,910	3,560	3,640

	B	C	D	E
2 Lane	*	*	1,250	1,960
4 Lane	*	2,350	3,450	3,870
6 Lane	*	2,560	4,850	5,650
8 Lane	*	5,290	6,470	6,620

	B	C	D	E
2 Lane	*	*	13,900	21,800
4 Lane	*	26,100	38,300	43,000
6 Lane	*	28,400	53,900	62,800
8 Lane	*	58,800	71,900	73,600



(C6-Urban Core)

	B	C	D	E
1 Lane	*	***	790	1,030
2 Lane	*	***	1,490	1,920
3 Lane	*	***	2,730	2,940
4 Lane	*	***	3,250	3,490

	B	C	D	E
2 Lane	*	***	1,440	1,870
4 Lane	*	***	2,710	3,490
6 Lane	*	***	4,960	5,350
8 Lane	*	***	5,910	6,350

	B	C	D	E
2 Lane	*	***	16,000	20,800
4 Lane	*	***	30,100	38,800
6 Lane	*	***	55,100	59,400
8 Lane	*	***	65,700	70,600

Adjustment Factors

The peak hour directional service volumes should be adjust by multiplying by 1.2 for one-way facilities
The AADT service volumes should be adjusted by multiplying 0.6 for one way facilities 2 Lane Divided Roadway with an Exclusive Left Turn Lane(s): Multiply by 1.05
2 lane Undivided Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.80
Exclusive right turn lane(s): Multiply by 1.05
Multilane Undivided Roadway with an Exclusive Left Turn Lane(s): Multiply by 0.95
Multilane Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.75
Non-State Signalized Roadway: Multiply by 0.90

This table does not constitute a standard and should be used only for general planning applications. The table should not be used for corridor or intersection design, where more refined techniques exist.
* Cannot be achieved using table input value defaults.
** Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached.

Arianna Hilliard

From: noreply@civicplus.com
Sent: Friday, May 16, 2025 4:16 PM
To: Arianna Hilliard
Subject: [EXTERNAL] Online Form Submittal: Development and Site Plan Review Application

Development and Site Plan Review Application

Type of request	Site Plan
	(Section Break)
Project Information	
Project Name	Sunrise Village
Location	3000 Okeechobee Rd
City	Fort Pierce
Zip Code	34947
Number of Dwelling Units	106
Type of Development/Intended Use	Multifamily Residential (Affordable Housing)
Gross Square Feet of Structure/s	103,652 GFA
Gross Acreage/Square Feet of Site	6.08 Acres
Water Purveyor	Fort Pierce Utility Authority
	(Section Break)
Owner/Developer Information	
Name	Arrow Investment Group, LLC
Address	202 Lone Pine Drive
City	Palm Beach Gardens

State	FL
Zip Code	33410
Contact Phone	561-537-4533
Contact email	Jerrod.Purser@wginc.com
Fax	*Field not completed.*
	(Section Break)
Applicant/Agent for Owner	
Name	Jerrod Purser
Firm	WGI, Inc.
Address	3230 W. Commercial Blvd, Suite 300
City	Fort Lauderdale
State	FL
Zip Code	33309
Contact Phone	561-537-4533
Fax	*Field not completed.*
Email	Jerrod.Purser@wginc.com
	(Section Break)
Project Architect/Engineer	
Name	Adam Schildmeier (Engineer)
Firm	WGI, Inc.
Address	548 NW Mercantile Pl
City	Port St Lucie
State	FL
Zip Code	33986
Phone	561-713-1732
Fax	*Field not completed.*

Email	Adam.Schildmeier@wginc.com

(Section Break)

St. Lucie County Fire District Development & Site Plan Review Fees

Make fees payable to: St. Lucie County Fire District

Minor

$108.75 (<5,000 sq.ft. or < 5 units)

$217.50 (5,000-10,000 sq.ft. or 5-15 units)

$362.50 (10,000-25,000 sq.ft. or 16-25 units)

Major

$507.50 (>25,000 sq.ft. or >25 units)

Planned Unit Development (PUD)

$1087.50

Development of Regional Impact (DRI)

$1,450.00

Applicable Codes

The currently adopted edition of the Florida Fire Prevention Code.

The St. Lucie County Fire District Fire Prevention Code and Fee Schedule.

Client Agreement

I hereby authorize the above listed agent to represent me. I fully understand that the review fees charged by the Saint Lucie County Fire District are separate from all City or County fees and must be paid upon submittal of documents.

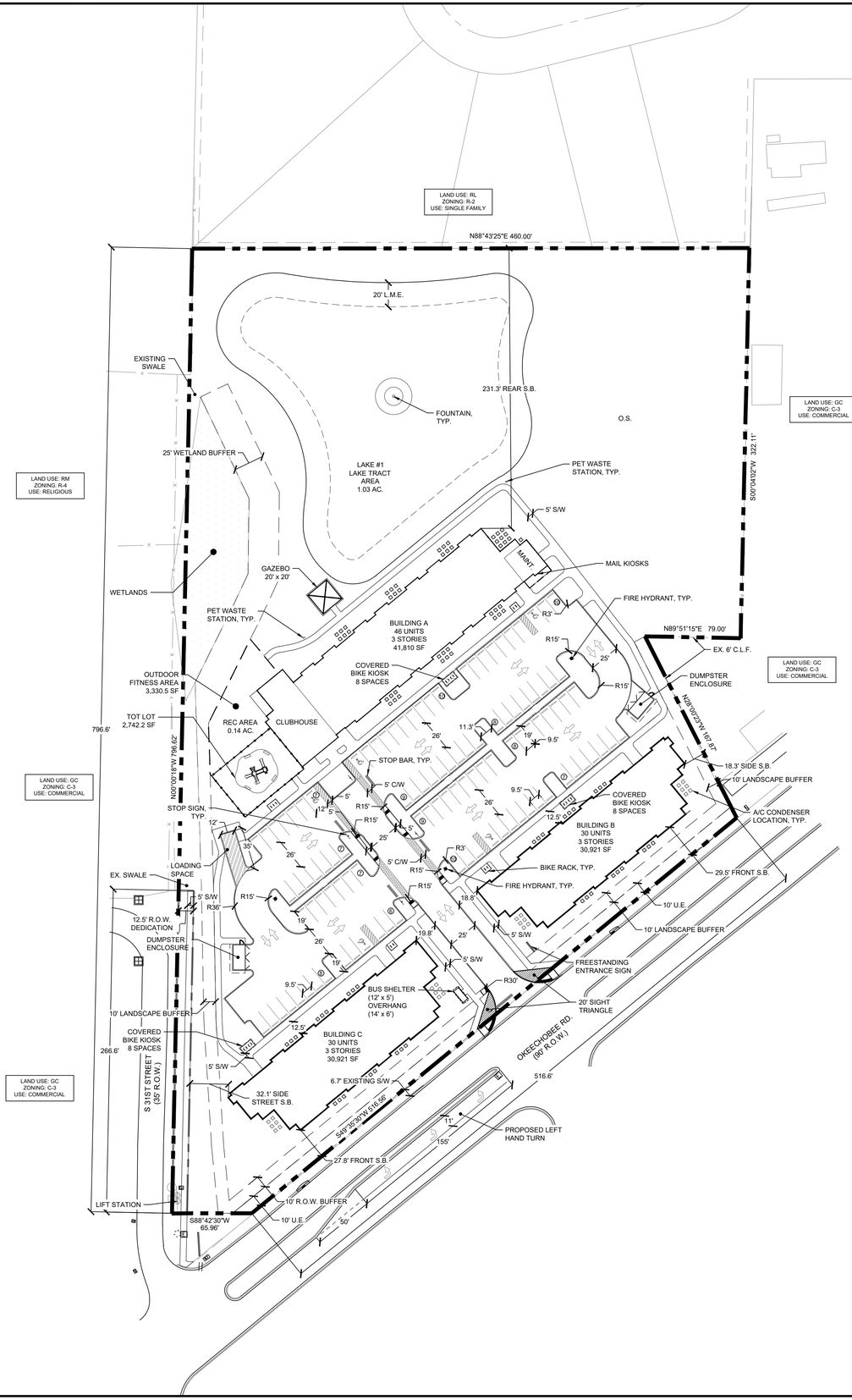
File Upload	SLC Fire Department-Site Plan Review.pdf
File Upload	*Field not completed.*

File Upload	Site Plan.pdf
File Upload	*Field not completed.*
File Upload	*Field not completed.*
File Upload	*Field not completed.*
File Upload	*Field not completed.*
File Upload	*Field not completed.*

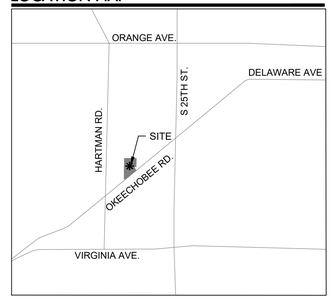
(Section Break)

Electronic Signature Agreement	I agree.
Electronic Signature	Arianna Hilliard
Date	5/16/2025
Title	Planner (WGI, Inc.)

Email not displaying correctly? View it in your browser.



LOCATION MAP



N

0 25 50 100

SCALE: 1" = 50'

SITE DATA

APPLICATION NAME		SUNRISE VILLAGE
EXISTING FUTURE LAND USE		RM
EXISTING ZONING DISTRICT		R-4
SEC 17	TOWN 35S	RANGE 40E
PROPERTY CONTROL NUMBER(S)		2417-504-0020-001-6
EXISTING USE		VACANT
PROPOSED USE		MULTIFAMILY
GROSS SITE AREA		6.80 AC.
ROW DEDICATION		0.08 AC.
NET SITE AREA		6.72 AC.
TOTAL UNITS PROPOSED		106 DU
PROPOSED GROSS DENSITY		15.6 D.U./AC.
STANDARD PARKING REQUIREMENT		159 SPACES
TOTAL PARKING PROVIDED		106 SPACES
ACCESSIBLE PARKING PROVIDED		5 SPACES
BICYCLE SPACES REQUIRED		11 SPACES
BICYCLE SPACES PROPOSED		42 SPACES
COVERED BIKE SPACES		24 SPACES
EXTERIOR BIKE SPACES		18 SPACES
MAX BUILDING HEIGHT		45'
PROPOSED BUILDING HEIGHT		3 STORIES (45')
REC PROVIDED		0.14 AC.
PROPOSED LAKE TRACT AREA		(15.2%) 1.03 AC.
MAX. BUILDING LOT COVERAGE		(50%) 3.4 AC.
PROPOSED BUILDING LOT COVERAGE		(12.5%) 0.85 AC.
MIN. OPEN SPACE REQUIREMENT		(25%) 1.7 AC.
PROPOSED OPEN SPACE		(62.1%) 4.23 AC.

PROPERTY DEVELOPMENT REGULATION CHART

R-4 MF	MIN. LOT SIZE	MIN. LOT WIDTH	MIN. LOT DEPTH	MAX.LOT COVERAGE	MIN. BUILDING YARDS				MAX. BLDG. HEIGHT
					FRONT	SIDE CORNER	SIDE	REAR	
REQUIRED	0.1 AC.	75'	90'	50%	25'	15'	10'	20'	45'
PROPOSED	6.80 AC.	516.6'	796.6'	12.5%	27.8'	32.1'	18.3'	231.3'	45' (3 STORIES)

LEGEND

AC. = ACRES
ADT = AVERAGE DAILY TRIPS
C.L. = CENTER LINE
C.L.F. = CHAIN LINK FENCE
C/W = CROSSWALK
D.E. = DRAINAGE EASEMENT
D.U. = DWELLING UNITS
EX. = EXISTING
FLU = FUTURE LAND USE
INC. = INCOMPATIBILITY
L.A.E. = LIMITED ACCESS EASEMENT
L.M.E. = LAKE MAINTENANCE EASEMENT
L.M.A.E = LAKE MAINTENANCE ACCESS EASEMENT
L.S.E.= LIFT STATION EASEMENT
O.R.B. = OFFICIAL RECORD BOOK
O.S. = OPEN SPACE
P.B. = PLAT BOOK
PDR = PROPERTY DEVELOPMENT REGULATIONS
PG. = PAGE
R = RADIUS
ROW = RIGHT-OF-WAY
R/W = RIGHT-OF-WAY
S.B. = SETBACK
S.F. = SQUARE FEET
S/W = SIDEWALK
T.B.A. = TO BE ABANDONED
TYP = TYPICAL
U.E. = UTILITY EASEMENT
ULDC = UNIFIED LAND DEVELOPMENT CODE
W = WORKFORCE HOUSING UNIT
WFH = WORKFORCE HOUSING
T.B.R. = TO BE RELEASED

BY	REVISION	DATE	No.
IE	RESUBMITTAL	2025-05-15	1

CERT NO: 6991
561.687.2220

WGI.
WGInc.com
2035 VISTA PARKWAY, WEST PALM BEACH, FLORIDA 33411

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

PREPARED UNDER THE SUPERVISION OF WGI, INC. ON 2025-07-15

INITIAL SUBMITTAL
FEBRUARY 21, 2025

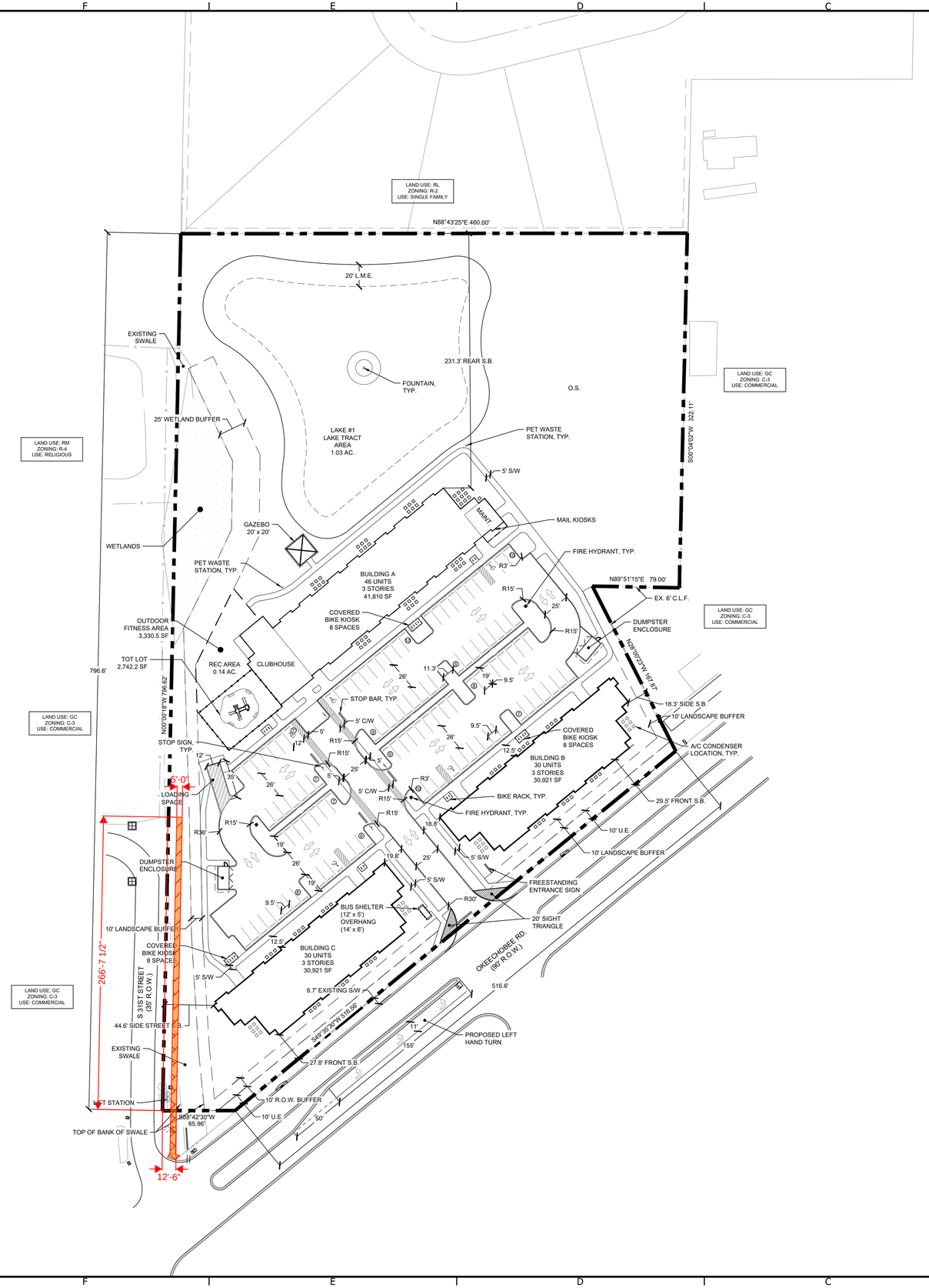
SUNRISE VILLAGE
CITY OF FORT PIERCE, FL

SITE PLAN

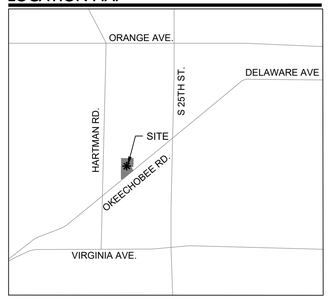
SHEET
SP-1
1 OF 1

11038.00

SAVED: 7/15/2025 2:58 PM
PLOTTED: 7/15/2025 3:00 PM
PLOTTED BY: RAQUEL SAMARDO
PATHNAME: P:\11038\Engineering\Site Plan\Sunrise Site Plan\Sunrise Ft Pierce\PLANS\CAD\11038SP_PL SITE.dwg



LOCATION MAP



N

0 25 50 100

SCALE: 1" = 50'

SITE DATA

APPLICATION NAME	SUNRISE VILLAGE
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EXISTING ZONING DISTRICT	R-4
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PROPOSED GROSS DENSITY	15.6 D.U./AC.
STANDARD PARKING REQUIREMENT	159 SPACES
TOTAL PARKING PROVIDED	106 SPACES
ACCESSIBLE PARKING PROVIDED	5 SPACES
BICYCLE SPACES REQUIRED	11 SPACES
BICYCLE SPACES PROPOSED	42 SPACES
COVERED BIKE SPACES	24 SPACES
EXTERIOR BIKE SPACES	18 SPACES
MAX BUILDING HEIGHT	45'
PROPOSED BUILDING HEIGHT	3 STORIES (45')
REC PROVIDED	0.14 AC.
PROPOSED LAKE TRACT AREA	(15.2%) 1.03 AC.
MAX. BUILDING LOT COVERAGE	(50%) 3.4 AC.
PROPOSED BUILDING LOT COVERAGE	(12.5%) 0.85 AC.
MIN. OPEN SPACE REQUIREMENT	(25%) 1.7 AC.
PROPOSED OPEN SPACE	(62.1%) 4.23 AC.

PROPERTY DEVELOPMENT REGULATION CHART

R-4 MF	MIN. LOT SIZE	MIN. LOT WIDTH	MIN. LOT DEPTH	MAX.LOT COVERAGE	MIN. BUILDING YARDS				MAX. BLDG. HEIGHT
					FRONT	SIDE CORNER	SIDE	REAR	
REQUIRED	0.1 AC.	75'	90'	50%	25'	15'	10'	20'	45'
PROPOSED	6.80 AC.	516.6'	796.6'	12.5%	27.8'	44.6'	18.3'	231.3'	45' (3 STORIES)

LEGEND

AC. = ACRES
ADT = AVERAGE DAILY TRIPS
C.L. = CENTER LINE
C.L.F. = CHAIN LINK FENCE
C/W = CROSSWALK
D.E. = DRAINAGE EASEMENT
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L.M.A.E = LAKE MAINTENANCE ACCESS EASEMENT
L.S.E.= LIFT STATION EASEMENT
O.R.B. = OFFICIAL RECORD BOOK
O.S. = OPEN SPACE
P.B. = PLAT BOOK
PDR = PROPERTY DEVELOPMENT REGULATIONS
PG. = PAGE
R = RADIUS
ROW = RIGHT-OF-WAY
R/W = RIGHT-OF-WAY
S.B. = SETBACK
S.F. = SQUARE FEET
S/W = SIDEWALK
T.B.A. = TO BE ABANDONED
TYP = TYPICAL
U.E. = UTILITY EASEMENT
ULDC = UNIFIED LAND DEVELOPMENT CODE
W = WORKFORCE HOUSING UNIT
WFH = WORKFORCE HOUSING
T.B.R. = TO BE RELEASED

BY	REVISION	DATE	No.
IE	RESUBMITTAL	2025-05-15	1

CERT NO: 6991
WGI.
WGInc.com
203S VISTA PARKWAY, WEST PALM BEACH, FLORIDA 33411
561.687.2220

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

PREPARED UNDER THE SUPERVISION OF WGI, INC. ON 2025-05-15

INITIAL SUBMITTAL
FEBRUARY 21, 2025

SUNRISE VILLAGE
CITY OF FORT PIERCE, FL

SITE PLAN

SHEET
SP-1
1 OF 1

11038.00

SAVED: 5/15/2025 4:15 PM
PLOTTED: 5/15/2025 4:16 PM
PLOTTED BY: ISABELLA ENRIQUEZ
PATHNAME: I:\wgi-jax\active projects\11000\11038.00 Blue Sky-Sunrise Ft Pierce\PLAN\CAD\11038SP_SITE.dwg

August 7, 2025

Kerry Driver, Senior Planner
City of Fort Pierce
Planning Department
kdriver@cityoffortpierce.com

RE: Sunrise Village - Major Site Plan: Innovative Development (PZSITE2025-00009)

Ms. Driver,

Please accept this letter as a formal clarification of the PZSITE2025-00009 Density Request.

The subject site is eligible for up to 17 dwelling units per acre based on the density bonus allowances in the code. For clarification, the Applicant is requesting approval of a gross density of 15.6 dwelling units per acre for 106 multifamily units.

If you have any questions, please contact me at 561-537-4533 or Jerrod.Purser@wginc.com.

Sincerely,

WGI, Inc.



Jerrod Purser, PLA
Senior Project Manager

Sound Transmission Classification Assessment Tool (STraCAT)

Overview

The Sound Transmission Classification Assessment Tool (STraCAT) is an electronic version of Figures 17 and 19 in The HUD Noise Guidebook. The purpose of this tool is to document sound attenuation performance of wall systems. Based on wall, window, and door Sound Transmission Classification (STC) values, the STraCAT generates a composite STC value for the wall assembly as a whole. Users can enter the calculated noise level related to a specific Noise Assessment Location in front of a building façade and STraCAT will generate a target required attenuation value for the wall assembly in STC. Based on wall materials, the tool will state whether the composite wall assembly STC meets the required attenuation value.

How to Use This Tool

Location, Noise Level and Wall Configuration to Be Analyzed
STraCAT is designed to calculate the attenuation provided by the wall assembly for one wall of one unit. If unit exterior square footage and window/door configuration is identical around the structure, a single STraCAT may be sufficient. If units vary, at least one STraCAT should be completed for each different exterior unit wall configuration to document that all will achieve the required attenuation. Additionally, if attenuation is not based on a single worst-case NAL, but there are multiple NALs which require different levels of attenuation around the structure, a STraCAT should be completed for each differing exterior wall configuration associated with each NAL.

Exterior wall configurations associated with an NAL include those with parallel (facing) or near-parallel exposure as well as those with perpendicular exposure. When a façade has parallel or perpendicular exposure to two or more NALs, you should base the required attenuation on the NAL with the highest calculated noise level. For corner units where the unit interior receives exterior noise through two facades, the STraCAT calculation should incorporate the area of wall, window and door materials pertaining to the corner unit's total exterior wall area (i.e., from both walls).
Information to Be Entered

Users first enter basic project information and the NAL noise level that will be used as the basis for required attenuation. This noise level must be entered in whole numbers. STraCAT users then enter information on wall, window and door component type and area. Again, as noted above, the wall, window and door entries are based on one unit, and one wall (except for corner units as discussed above). The tool sums total wall square footage based on the combined area of walls, doors and windows for the façade being evaluated.

Users may input STC values for materials in one of two ways. The tool includes a dropdown menu of common construction materials with STC values prefilled. If selected construction materials are not included in this dropdown menu, the user may also enter the STC for a given component manually. Verification of the component STC must be included in the ERR. Documentation includes the architect or construction manager's project plans showing wall material specifications. For new construction or for components that will be newly installed in an existing wall, documentation also includes the manufacturer's product specification sheet (cut sheet) documenting the STC rating of selected doors and windows.

Required STC Rating and Determination of Compliance

Finally, based on project information entered the tool will indicate the required STC rating for the wall assembly being evaluated and whether or not the materials specified will produce a combined rating that meets this requirement. Note that for noise levels above 75 dB DNL, either HUD (for 24 CFR Part 50 reviews) or the Responsible Entity (for 24 CFR Part 58 reviews) must approve the level and type of attenuation, among other processing requirements. Required attenuation values generated by STraCAT for NALs above 75 dB DNL should therefore be considered tentative pending approval by HUD or the RE.

Part I - Description

Part I - Description

Project

Sunrise Village -bldg B

Sponsor/Developer

Blue Sky Communities

Location

Fort Pierce FL

Prepared by

Anne Marie Ellis

Noise Level

71

Date

3/17/2025

Primary Source(s)

GLE Associates Report

Part II - Wall Components

Part II - Wall Components

Wall Construction Detail	Area	STC
8x8x16" concrete block (28 lbs/block)	4326	**45**

Add new wall

	4,326 Sq. Feet	**45**

Window Construction Detail	Quantity	Sq Ft/Unit	STC
	0	**0**	
Vinyl Window 3x5	30	15	52
Vinyl Window 6x5	12	30	52
	0	**0**	

Add new window

Door Construction Detail	Quantity	Sq Ft/Unit	STC

Add new door

Part III - Results

Part III - Results

Wall Statistics

Stat	Value
Area:	4326 ft^2
Wall STC:	45

Aperture Statistics

Aperture	Count	Area	% of wall
Windows:	42	**810 ft^2**	**18.72%**
Doors:	0	**0 ft^2**	**0%**

Evaluation Criteria

Criteria	Value
Noise source sound level (dB):	**71**
Combined STC for wall assembly:	**45.71**
Required STC rating:	**30**

Evaluation Criteria

Criteria	Value
Does wall assembly meet requirements?	**Yes**

Print

Part 4 - Tips

What do you do if the preferred wall design is not sufficient to achieve the required attenuation? Another wall design with more substantial materials will work, but may not be the most cost-effective solution. Try adding some other elements for just a little more attenuation.

For example:

- Staggering the studs in a wall offers approximately 4dB of additional protection.
- Increasing the stud spacing from 16" on center to 24" can increase the STC from 2-5dB.
- Adding a 2" air space can provide 3dB more attenuation.
- Increasing a wall's air space from 3" to 6"can reduce noise levels by an additional 5dB.
- Adding a layer of ½" gypsum board on "Z" furring channels adds 2dB of attenuation.
- Using resilient channels and clips between wall panels and studs can improve the STC from 2-5dB.
- Adding a layer of ½" gypsum board on resilient channels adds 5dB of attenuation.
- Adding acoustical or isolation blankets to a wall's airspace can add 4-10dB of attenuation.
- A 1" rockwool acoustical blanket adds 3dB to the wall's STC.
- Filling the cells of lightweight concrete masonry units with expanded mineral loose-fill insulation adds 2dB to the STC.

Mr. Kevin Freeman
Planning Director
City of Fort Pierce
100 North US 1
Fort Pierce, FL 34950

Dear Mr. Freeman,

Thank you for your comments regarding the Sunrise Village affordable housing development.

I want to assure you that there was **no intent** to mislead the City or the Commission. The inspirational images included in the presentation package prepared in February of this year, were provided solely to convey the general design intent and were not intended to represent the final elevations. While your email referred to these as photo renderings, they were clearly labeled as inspirational photos. The current architectural elevations accurately depict the proposed design and reflect consistency with the standards. In response to your email, you wanted "more" of the following features:

1. **Balconies –**
   While we understand and respect your recommendation to incorporate balconies into the design, it is important to note that balconies are not a mandatory requirement. Within the financial framework of affordable housing development, our priority is to maximize the overall benefit to residents. By not incorporating balconies, we are able to direct construction resources into enhanced shared amenities and improved site design. These enhanced features will serve all residents rather than a limited number of units. This approach is deliberate and ensures that resources are used in the most equitable and impactful way, supporting the long-term success of the project.
2. **Roof overhangs at lower levels-**
   *BDG and Blue Sky Communities reviewed the elevations and **will add** some lower roof overhangs facing Okeechobee Road to meet this recommendation. This occurs at Building B. At Building A, we have lower roofs at the community building in two locations and on the other side, where the mail kiosk is located. Corbels **will be added** to visually enhance that area.*
3. **Details of wall mounted light fixtures-**
   *In addition to the wall mounted light fixture shown in the original submission, **we are also adding** a large 24-27" lantern fixture on each side of all stair entries and at the columns of the clubhouse. See attached packet for review.*
4. ***Blank Expanse of wall elevations-***
   Per the Fort Pierce Architectural Standards on Anglo Caribbean Style: "The walls of the buildings are generally stuccoed masonry, though the upper floors may be finished in

wood. The wall openings are relatively small compared to the expanse of the building's facade. Elements such as exterior stairs, chimneys, stoops, and benches are sculptural in nature and help provide visual interest to the otherwise straightforward, sober forms of the building". In alignment with these standards, our design incorporates stuccoed masonry walls, smaller wall openings compared to the façade, and the form is straightforward. In addition, the exterior stairs are recessed within the massing of the building to create depth and increase visual interest to the façade.

5. **Additional Awnings.**
   We recognize that much of the visual interest is concentrated within the site through stair openings and lower rooflines. To further enhance the street-facing elevations, we will be incorporating additional Bahama shutters (awnings), particularly along Okeechobee Road.
6. **Conformity with the architectural style as set out in the Architectural Design Standards or a statement of why the design departs from regulation.**
   In response to your request regarding conformity with the Fort Pierce Architectural Standards, for items based on the Anglo-Caribbean style please find the following points of alignment:
   - The design adheres to the Anglo-Caribbean style, as outlined in the architectural guidelines.
   - Buildings feature stuccoed masonry walls with proportionally small openings relative to the façade.
   - Exterior staircases are integrated into passageways that signal pedestrian entry, consistent with the guideline's description to break up massing while providing "straightforward and sober façades".
   - All buildings feature hipped roofs with slopes that conform to the prescribed standards.
   - Roofing is asphalt shingle and is within the suggested roof pitch.
   - Façades include stucco surrounds and banding to articulate different sections and stucco trim window trim is provided.
   - Roof overhangs are deep and supported by brackets, with a prominent "tower" element and porch at the clubhouse entrance.

   In response to your request regarding conformity with the Fort Pierce Architectural Standards regarding general multifamily design features, the project includes:
   - Varied roof heights, color schemes, and stucco joint placement to break up building mass and add visual interest.
   - A consistent rhythm of fenestration and façade composition.
   - Color selections based on the standard palette.
   - A tower element to denote public spaces.
   - Active entries are located away from street frontages.
   - Operable windows throughout.
   - Lighting is designed in accordance with CPTED (Crime Prevention Through Environmental Design) principles.

Additionally, we have included a visual submission to further demonstrate compliance with the applicable regulations and design standards.

7. **Reduce the 'hotel' appearance.**
   It is BDG's opinion that this comment is not based on objective design standards. We respectfully submit that the proposed design does not reflect the characteristics typically associated with hotels, such as PTAC louvers, little to no undulation of facades, a flat and unarticulated roof, etc. The proposed design provides architectural character and visual variety that are not characteristic of hotels.

   For reference, below is BDG's narrative describing the Sunrise Village Apartments:

   > *Sunrise Village Apartments comprises three buildings featuring two building types. The architectural style is Anglo-Caribbean, and each structure is three stories tall. These are garden-style apartments with open stairwells and breezeways. The facades are designed with undulating forms and varied roof heights to emphasize verticality and break up horizontal massing. Roof brackets are visible on the taller facades. Construction includes exterior CMU walls, wood-framed interior partitions, and wood roof trusses. Exterior finishes consist of painted stucco, asphalt shingle roofing, and vinyl windows.*
   >
   > *Building A incorporates the clubhouse amenity space, which includes a great room, activity room, offices, and a fitness center. This building features increased ceiling heights between the first and second floors. Each building contains a mix of one-, two-, and three-bedroom units to ensure compliance with FHA and UFAS requirements.*

We appreciate your feedback and remain committed to ensuring that Sunrise Village Apartments align with the City's architectural standards and expectations.

Sincerely,



Anne Marie L. Ellis
Senior Project Architect
BDG LLP

Attachment: Sunrise Village Exterior Design Response.pdf.

Sunrise Village

Blue Sky Communities

Exterior Design/ August 19th, 2025

BLUE SKY COMMUNITIES



TOWERS AND COBELS AT PUBLIC ENTRY WAY WITH PORCH

STUCCO BANDING

BROKEN UP FACADES BY VARYING COLORS, PLANES AND STUCCO JOINTS

VARYING ROOF HEIGHTS



ADDED - AWNINGS ADDED ON THE SOUTH FACADE FOR VISUAL INTEREST

ADDED - DECORATIVE FIXTURES AT PEDESTRIAN ENTRANCES



OPERABLE WINDOWS WITH STUCCO TRIM

Rendering Images

bdg architects

BLUE SKY COMMUNITIES





Rendering Images

bdg architects

BLUE SKY COMMUNITIES

STUCCO BANDING



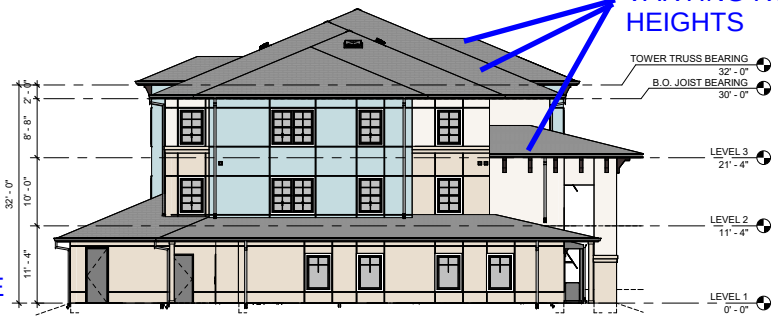


Building A End Elevation



ADDED - AWNINGS ADDED ON THE SOUTH FACADE FOR VISUAL INTEREST - CORAL COLOR

VARYING ROOF HEIGHTS



Building A End Elevation

ARCHITECTURAL SHINGLES - HIPPED ROOF AT ALLOWED SLOPE

STUCCOED MASONRY WITH "SMALL OPENINGS COMPARED TO THE EXPANSE OF THE FACADE

BROKEN UP FACADES BY VARYING COLORS, PLANES AND STUCCO JOINTS

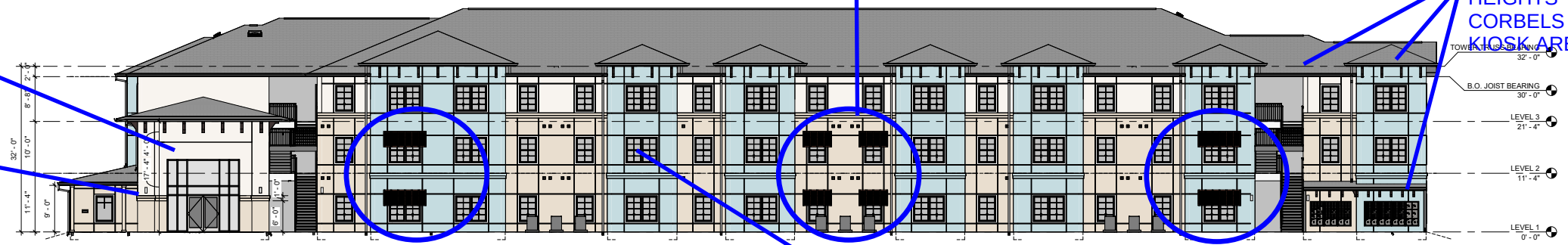


Building A Elevation - Facing Pond

TOWERS AND CORBELS AT PUBLIC ENTRY WAY WITH PORCH

ADDED - DECORATIVE FIXTURES AT PEDESTRIAN ENTRANCES

VARYING ROOF HEIGHTS -ADDED CORBELS AT MAIL KIOSK AREA



Building A Elevation - Facing Parking

OPERABLE WINDOWS WITH STUCCO TRIM



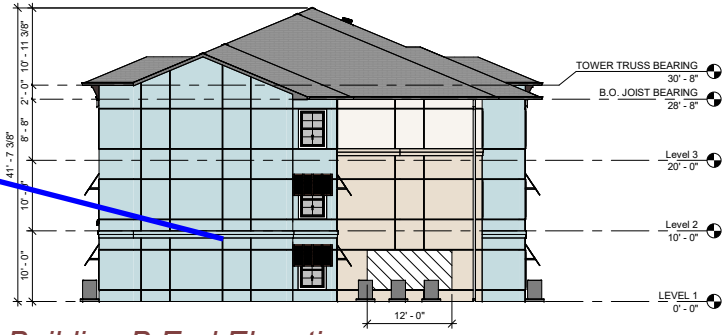
bdg architects

Exterior Elevations-Bldg A

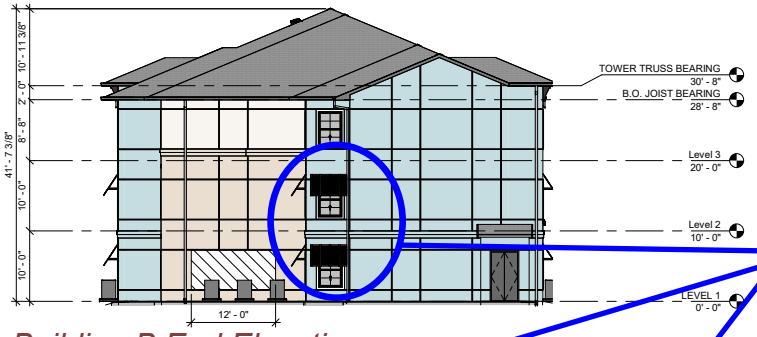
BLUE SKY COMMUNITIES

STUCCO BANDING





Building B End Elevation



Building B End Elevation



ADDED - AWNINGS ADDED ON THE FACADES FOR VISUAL INTEREST - CORAL COLOR

ARCHITECTURAL SHINGLES - HIPPED ROOF AT ALLOWED SLOPE

STUCCOED MASONRY WITH "SMALL OPENINGS COMPARED TO THE EXPANSE OF THE FACADE



Building B Elevation - Facing Parking

BROKEN UP FACADES BY VARYING COLORS, PLANES AND STUCCO JOINTS

VARYING ROOF HEIGHTS -ADDED CORBELS AT MAIL KIOSK AREA

ADDED - DECORATIVE FIXTURES AT PEDESTRIAN ENTRANCES





Building B Elevation - Facing Okeechobee

VARYING ROOF HEIGHTS - ADDED LOW ROOFS



OPERABLE WINDOWS WITH STUCCO TRIM

Exterior Elevations-Bldg B

bdg architects

BLUE SKY COMMUNITIES

Sherwin Williams
Westhighland White
SW 7566

Sherwin Williams
Byte Blue
SW 6498

Sherwin Williams
Moderate White
SW 6140

Sherwin Williams
Sockeye
SW 6619



Exterior Lighting



Exterior Lighting

Metal
Dark Bronze



Shingles
Timberline HD – Oyster Gray

bdg architects

Exterior Material Finish Board

Sunrise Village

Blue Sky Communities

Exterior Design/ August 19th, 2025

BLUE SKY COMMUNITIES



Rendering Images

bdg architects

BLUE SKY COMMUNITIES



Rendering Images

bdg architects

BLUE SKY COMMUNITIES



Rendering Images

bdg architects



Building A End Elevation



Building A End Elevation



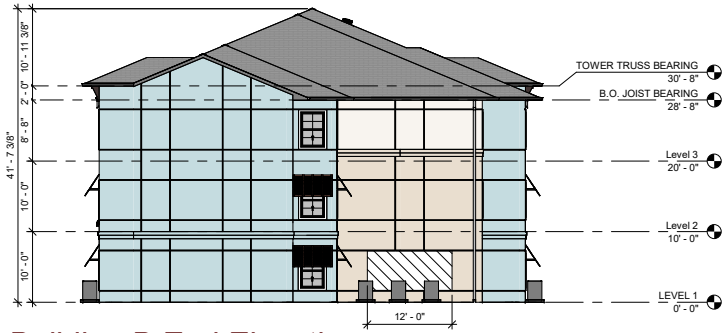
Building A Elevation - Facing Pond



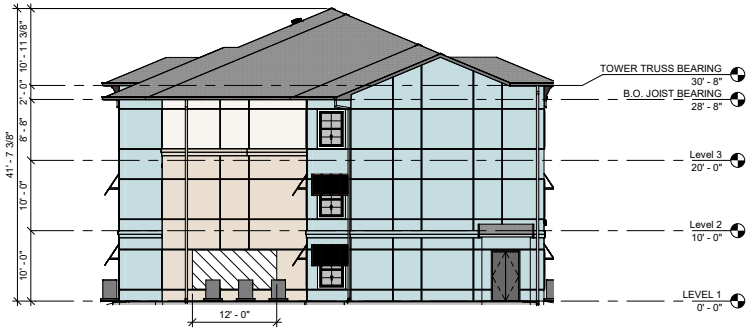
Building A Elevation - Facing Parking

Exterior Elevations-Bldg A

BLUE SKY COMMUNITIES



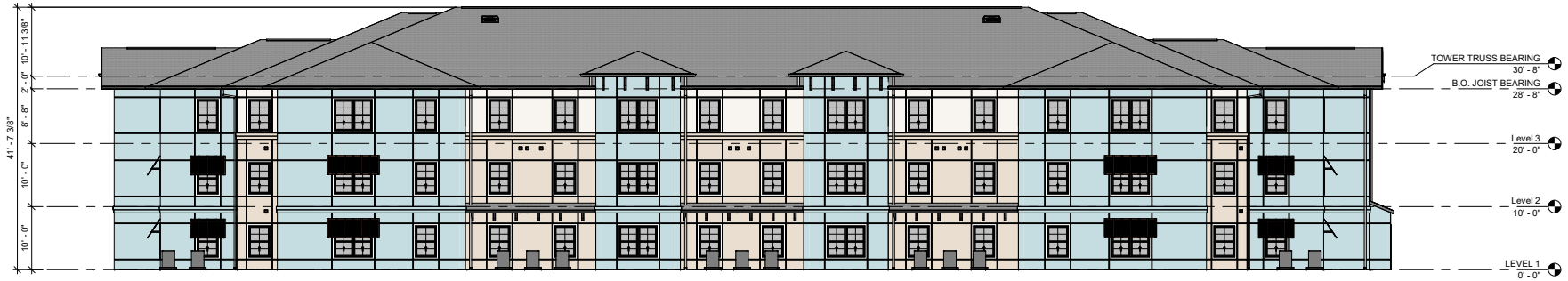
Building B End Elevation



Building B End Elevation



Building B Elevation - Facing Parking



Building B Elevation - Facing Okeechobee

bdg architects

Exterior Elevations-Bldg B

BLUE SKY COMMUNITIES

Sherwin Williams
Westhighland White
SW 7566

Sherwin Williams
Byte Blue
SW 6498

Sherwin Williams
Moderate White
SW 6140

Sherwin Williams
Sealskin
SW 7675



Exterior Lighting



Exterior Lighting

Metal
Dark Bronze



Shingles
Timberline HD – Oyster Gray

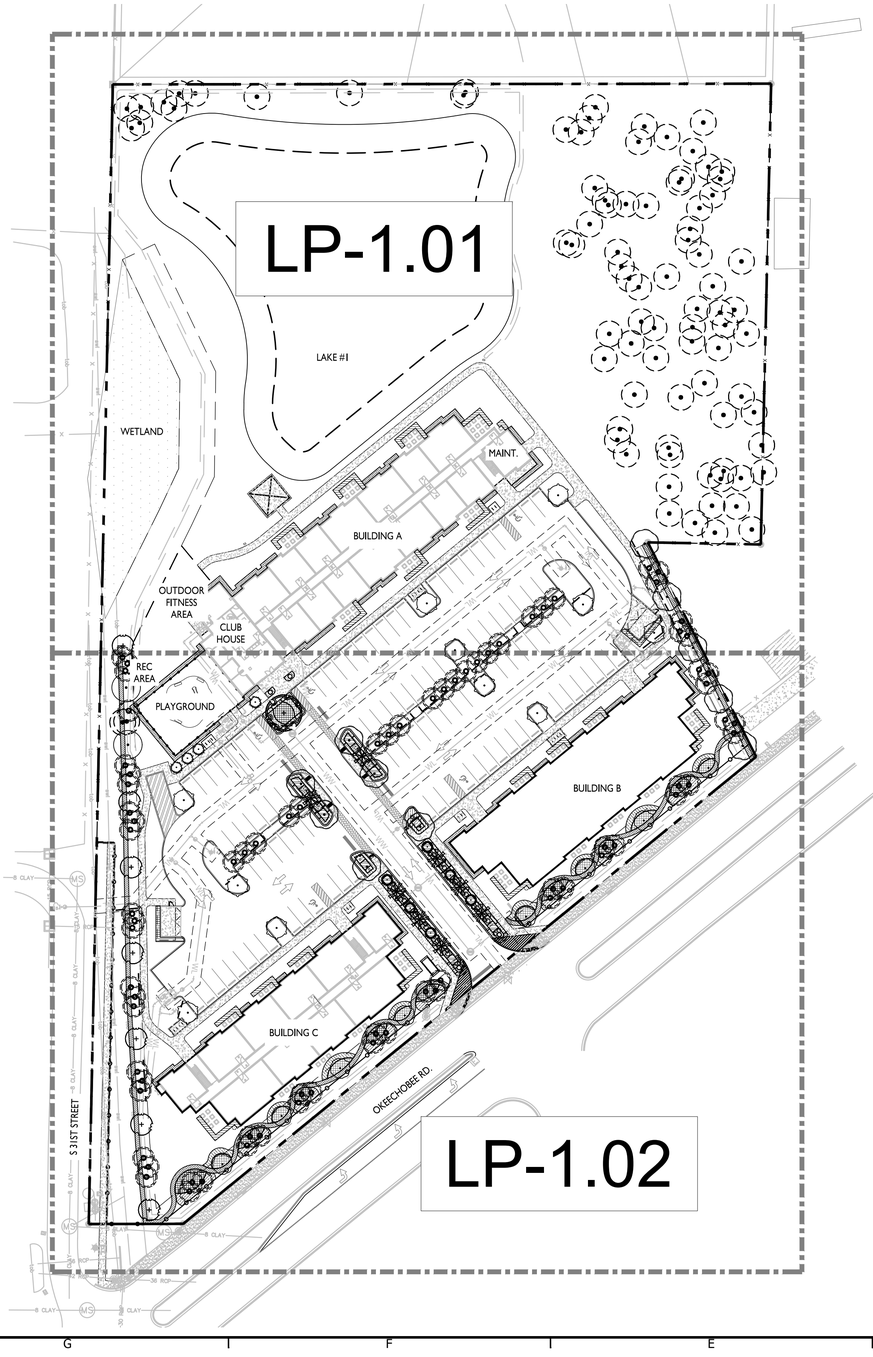
bdg architects

Exterior Material Finish Board

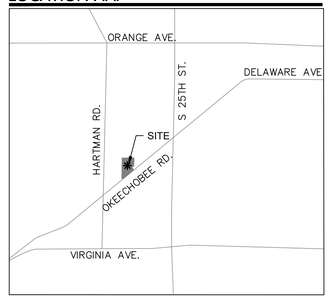
SUNRISE VILLAGE

LANDSCAPE PLAN

CITY OF FORT PIERCE, ST. LUCIE COUNTY, FL



LOCATION MAP



SHEET INDEX

SHEET NO.	SHEET TITLE
LP-1.00	OVERALL LANDSCAPE PLAN
LP-1.01	LANDSCAPE PLAN
LP-1.02	LANDSCAPE PLAN
LP-2.01	CODE CHART & PLANT SCHEDULE & TREE DISPOSITIONS
LP-3.01	LANDSCAPE DETAILS
LP-3.02	LANDSCAPE SPECIFICATIONS

N

0 25 50 100

SCALE: 1" = 50'

811 Know what's BELOW. CALL before you dig

Call 811 two business days before digging

REVISIONS

NO.	DATE	DESCRIPTION	BY
1	5/15/2025	RESUBMITTAL	MH
2	8/21/2025	RESUBMITTAL	MH

CERT NO: 6991

WGI. WGInc.com

2035 VISTA PARKWAY, WEST PALM BEACH, FLORIDA 33411

561.687.2220

LANDSCAPE ARCHITECT OF RECORD

SIYANG WEN, PLA

FL# LA6667556

NOT AUTHORIZED FOR CONSTRUCTION PRIOR TO FORMAL CITY APPROVAL

INITIAL SUBMITTAL FEBRUARY 21, 2025

SUNRISE VILLAGE

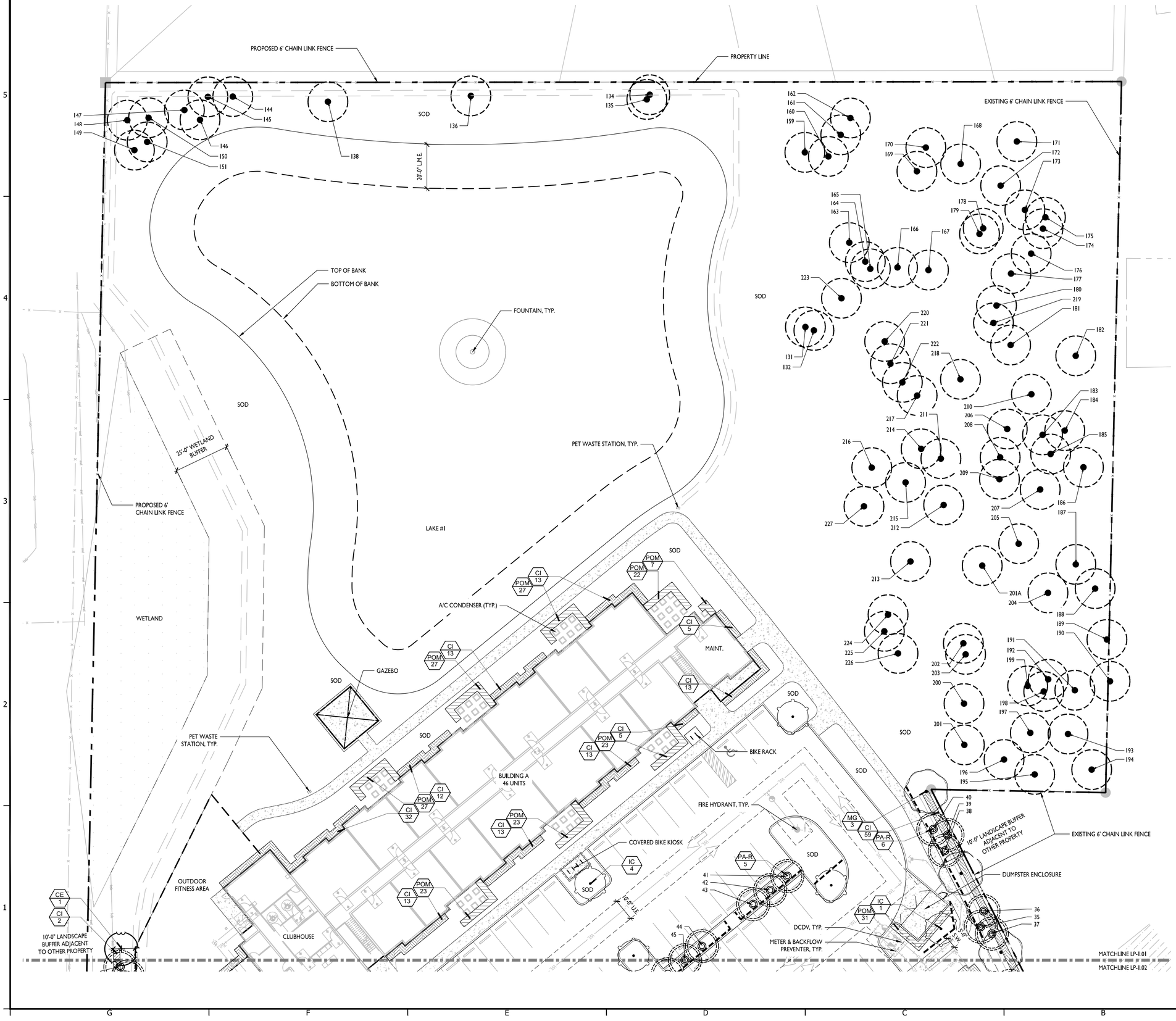
CITY OF FORT PIERCE, ST. LUCIE COUNTY, FL

OVERALL LANDSCAPE PLAN

SHEET

LP-1.00

PROJECT# 11038.00



NOTES: PER THE ST. LUCIE COUNTY FIRE DISTRICT FIRE PREVENTION CODE RESOLUTION 740-23, AT LEAST 13 FEET 6 INCHES NOMINAL VERTICAL CLEARANCE SHALL BE PROVIDED AND MAINTAINED OVER THE FULL WIDTH OF ALL MEANS OF ACCESS (INCLUDING, BUT NOT LIMITED TO TREES, CANOPIES, ETC.)

N

0 10 20 40

SCALE: 1" = 20'

811 Know what's BELOW. CALL before you dig. Call 811 two business days before digging

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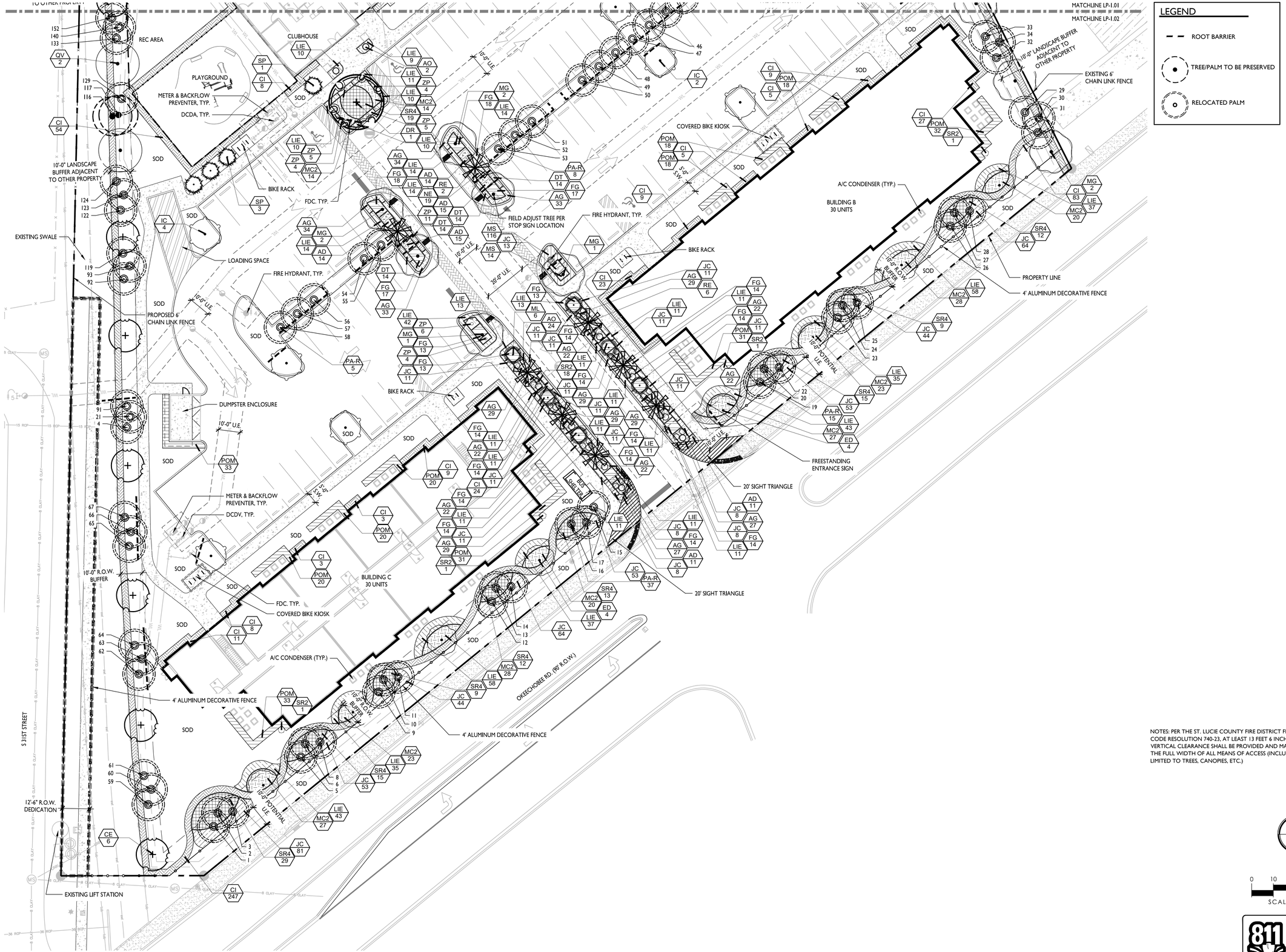
INITIAL SUBMITTAL
FEBRUARY 21, 2025

SUNRISE VILLAGE
CITY OF FORT PIERCE, ST. LUCIE COUNTY, FL

LANDSCAPE PLAN

SHEET
LP-1.01

PROJECT# 11038.00



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SIYANG WEN, PLA
FL# LA6667556

NOT AUTHORIZED FOR CONSTRUCTION PRIOR TO FORMAL CITY APPROVAL

INITIAL SUBMITTAL
FEBRUARY 21, 2025

SUNRISE VILLAGE

CITY OF FORT PIERCE, ST. LUCIE COUNTY, FL

LANDSCAPE PLAN

SHEET

LP-I.02

PROJECT# 11038.00

LANDSCAPE REQUIREMENTS

FORT PIERCE, FLORIDA

LANDSCAPING	REQUIRED	PROVIDED
10' LANDSCAPE BUFFER ADJACENT TO OTHER PROPERTY		
1 TREE PER 200SF OF REQUIRED LANDSCAPE AREA CONTINUOUS HEDGE AT 36" HT (3 PALM = 1 TREE @ NO MORE THAN 50% OF TOTAL REQUIRED TREES)	WEST BUFFER 130 LF X 10 LF = 1,300 SF REQUIRED LANDSCAPE AREA 1,300 SF / 200 = 7 TREES EAST BUFFER 1,68LF X 10 LF = 1,680 SF REQUIRED LANDSCAPE AREA 1,680 SF / 200 = 9 TREES	WEST BUFFER 4 PROPOSED TREES + (10 RELOCATED PALM + 2 PRESERVED PALMS) @ 3:1 = 8 TREES PROVIDED CONTINUOUS HEDGE AT 36" PROVIDED EAST BUFFER 5 PROPOSED TREES + 12 RELOCATED PALMS @ 3:1 = 9 TREES PROVIDED CONTINUOUS HEDGE AT 36" PROVIDED
10' R.O.W. LANDSCAPE BUFFER		
1 TREE PER 300SF OF REQUIRED LANDSCAPE AREA CONTINUOUS HEDGE AT 36" HT (3 PALM = 1 TREE @ NO MORE THAN 50% OF TOTAL REQUIRED TREES)	SOUTH R.O.W. BUFFER: (231 LF + 186 LF) X 10 LF = 2,502 SF REQUIRED LANDSCAPE AREA 2,502 SF / 300 = 14 TREES WEST R.O.W. BUFFER: 266 LF X 10 LF = 2,660 SF REQUIRED LANDSCAPE AREA 2,660 SF / 300 = 9 TREES	SOUTH R.O.W. BUFFER: 8 PROPOSED TREES + 24 RELOCATED PALMS @ 3:1 = 16 TREES PROVIDED CONTINUOUS HEDGE AT 36" PROVIDED WEST R.O.W. BUFFER: 5 PROPOSED TREES + 12 RELOCATED PALMS @ 3:1 = 9 TREES PROVIDED CONTINUOUS HEDGE AT 36" PROVIDED
INTERIOR VUA LANDSCAPE		
1 SF OF INTERIOR LANDSCAPING PER 15 SF OF VEHICULAR USE AREA 1 TREE PER 100SF OF REQUIRED INTERIOR LANDSCAPE AREA EACH SEPARATE LANDSCAPE AREA SHALL HAVE AT LEAST ONE TREE, ONE OR MORE SHRUBS, OR ONE OR MORE HEDGES, AND GROUND COVER.	48,634 SF / 15 SF = 3,243 SF INTERIOR LANDSCAPE AREA 3,243 SF / 100 = 33 REQUIRED TREES	26 PROPOSED TREES + (8 PROPOSED PALMS + 18 RELOCATED PALMS) @ 3:1 = 34 TREES PROVIDED

PLANT SCHEDULE OVERALL

SYMBOL	CODE	QTY	COMMON NAME	BOTANICAL NAME	REMARKS
TREES					
+	CE	7	Green Buttonwood	Conocarpus erectus	12` HT MIN., 5` SPRD MIN., 3" CAL. TO BE MAINTAINED FOR 5' MIN CLEARWOOD
	DR	1	Royal Poinciana	Delonix regia	20' - 30' HT. x 15` SPRD., 6" CAL. MIN., SPECIMEN, FIELD GROWN, TO BE MAINTAINED FOR 5' MIN CLEARWOOD
•	ED	8	Japanese Blueberry Tree	Elaeocarpus decipiens	14` HT. X 5` SPRD., 2.5" MIN. CAL. TO BE MAINTAINED AT 5' CLEARWOOD.
•	IC	11	Dahoon Holly	Ilex cassine	12` HT. X 5` SPRD, 2.5" MIN. CAL. TO BE MAINTAINED FOR 5' MIN CLEARWOOD
•	MG	11	Southern Magnolia	Magnolia grandiflora	12` HT. X 5` SPRD, 3.5" MIN. CAL. TO BE MAINTAINED FOR 5' MIN CLEARWOOD
•	ML	6	Little Gem Dwarf Southern Magnolia	Magnolia grandiflora 'Little Gem'	12' HT. x 6` SPRD, 3" CAL. MIN.
•	QV	2	Live Oak	Quercus virginiana	15` HT. X 8` SPRD, 3.5" MIN. CAL. TO BE MAINTAINED FOR 5' MIN CLEARWOOD
PALMS					
	SP	4	Cabbage Palm	Sabal palmetto	14`-16` HT., 10` C.T.
RELOCATED TREES					
	PA-R	76	Relocated Cabbage Palm	Relocated Sabal Palmetto	SEE TABULAR TREE LIST ON TREE INVENTORY PLAN FOR DETAILS
PALM TREES					
	RE	8	Florida Royal Palm	Roystonea elata	10' GW., WITH TROY BELT, FULL INTACT FRONDS.
SHRUBS					
	AO	26	Giant Silver Bromeliad	Alcantarea odorata	30" O.A. HT., SPECIMEN
	SR2	22	Orange Bird of Paradise	Strelitzia reginae 'dwarf'	42" HT. X 42" SPRD. FULL.
SHRUB AREAS					
	AD	80	Myers Asparagus Fern	Asparagus densiflorus 'Myers'	18" HT x 18" SPRD @ 18" O.C., MAINTAINED AT 24" HT.
	CI	721	Green Cocoplum	Chrysobalanus icaco	36" HT. X 36" SPRD. @ 36" O.C.
	FG	277	Green Island Ficus	Ficus microcarpa 'Green Island'	12" HT x 12" SPRD @ 18" O.C.
	MC2	224	Pink Muhly	Muhlenbergia capillaris	30" HT X 24" SPRD @ 24" O.C.
	POM	484	Podocarpus	Podocarpus macrophyllus `Maki`	48" HT x 24" SPRD. @ 24" O.C. FULL TO BASE
	SR4	133	Saw Palmetto	Serenoa repens	36" HT. X 36" SPRD., FULL TO BASE, @ 36" O.C.
	ZP	39	Coontie	Zamia pumila	12" HT. X 12" SPRD. @ 24" O.C.
GROUND COVERS					
	AG	494	Perennial Peanut	Arachis glabrata	6" HT X 12" SPRD @ 12" O.C.
	DT	56	Variegated Flax Lily	Dianella tasmanica `Variegata`	12" HT X 12" SPRD @ 18" O.C.
	JC	638	Shore Juniper	Juniperus conferta `Compacta`	6" HT. SPREADING @18" O.C.
	LIE	662	Liriope	Liriope muscari `Evergreen Giant`	12" HT. X 12" SPRD. @ 18" OC
	MS	130	Powderpuff Mimosa	Mimosa strigillosa	6" HT X 12" SPRD @ 12" O.C.
	NE	19	Boston Fern	Nephrolepis exaltata	12" HT X 12" SPRD @ 18" O.C.

811 Know what's BELOW. CALL before you dig

Call 811 two business days before digging

TREE DISPOSITION LIST

Tag #	Common Name	Scientific Name	BH (inc	Mitigat	Credit	Dispositi	Notes
1	Sabal Palm	*Sabal palmetto*	12'			Relocate	Used for Landscape Plan
2	Sabal Palm	*Sabal palmetto*	11'			Relocate	Used for Landscape Plan
3	Sabal Palm	*Sabal palmetto*	11'			Relocate	Used for Landscape Plan
4	Sabal Palm	*Sabal palmetto*	11'			Relocate	Used for Landscape Plan
5	Sabal Palm	*Sabal palmetto*	11'			Relocate	Used for Landscape Plan
6	Sabal Palm	*Sabal palmetto*	10'			Relocate	Used for Landscape Plan
8	Sabal Palm	*Sabal palmetto*	12'			Relocate	Used for Landscape Plan
9	Sabal Palm	*Sabal palmetto*	10'			Relocate	Used for Landscape Plan
10	Sabal Palm	*Sabal palmetto*	13'			Relocate	Used for Landscape Plan
11	Sabal Palm	*Sabal palmetto*	15'			Relocate	Used for Landscape Plan
12	Sabal Palm	*Sabal palmetto*	11'			Relocate	Used for Landscape Plan
13	Sabal Palm	*Sabal palmetto*	10'			Relocate	Used for Landscape Plan
14	Sabal Palm	*Sabal palmetto*	10'			Relocate	Used for Landscape Plan
15	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
16	Sabal Palm	*Sabal palmetto*	13'			Relocate	Used for Landscape Plan
17	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
19	Sabal Palm	*Sabal palmetto*	15'			Relocate	Used for Landscape Plan
20	Sabal Palm	*Sabal palmetto*	13'			Relocate	Used for Landscape Plan
21	Sabal Palm	*Sabal palmetto*	16'			Relocate	Used for Landscape Plan
22	Sabal Palm	*Sabal palmetto*	15'			Relocate	Used for Landscape Plan
23	Sabal Palm	*Sabal palmetto*	13'			Relocate	Used for Landscape Plan
24	Sabal Palm	*Sabal palmetto*	15'			Relocate	Used for Landscape Plan
25	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
26	Sabal Palm	*Sabal palmetto*	13'			Relocate	Used for Landscape Plan
27	Sabal Palm	*Sabal palmetto*	13'			Relocate	Used for Landscape Plan
28	Sabal Palm	*Sabal palmetto*	12'			Relocate	Used for Landscape Plan
29	Sabal Palm	*Sabal palmetto*	15'			Relocate	Used for Landscape Plan
30	Sabal Palm	*Sabal palmetto*	12'			Relocate	Used for Landscape Plan
31	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
32	Sabal Palm	*Sabal palmetto*	13'			Relocate	Used for Landscape Plan
33	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
34	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
35	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
36	Sabal Palm	*Sabal palmetto*	16'			Relocate	Used for Landscape Plan
37	Sabal Palm	*Sabal palmetto*	10'			Relocate	Used for Landscape Plan
38	Sabal Palm	*Sabal palmetto*	13'			Relocate	Used for Landscape Plan
39	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
40	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
41	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
42	Sabal Palm	*Sabal palmetto*	15'			Relocate	Used for Landscape Plan
43	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
44	Sabal Palm	*Sabal palmetto*	13'			Relocate	Used for Landscape Plan
45	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
46	Sabal Palm	*Sabal palmetto*	15'			Relocate	Used for Landscape Plan
47	Sabal Palm	*Sabal palmetto*	13'			Relocate	Used for Landscape Plan
48	Sabal Palm	*Sabal palmetto*	13'			Relocate	Used for Landscape Plan
49	Sabal Palm	*Sabal palmetto*	16'			Relocate	Used for Landscape Plan
50	Sabal Palm	*Sabal palmetto*	12'			Relocate	Used for Landscape Plan
51	Sabal Palm	*Sabal palmetto*	12'			Relocate	Used for Landscape Plan
52	Sabal Palm	*Sabal palmetto*	10'			Relocate	Used for Landscape Plan
53	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
54	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
55	Sabal Palm	*Sabal palmetto*	15'			Relocate	Used for Landscape Plan
56	Sabal Palm	*Sabal palmetto*	13'			Relocate	Used for Landscape Plan
57	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
58	Sabal Palm	*Sabal palmetto*	16'			Relocate	Used for Landscape Plan
59	Sabal Palm	*Sabal palmetto*	16'			Relocate	Used for Landscape Plan
60	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
61	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
62	Sabal Palm	*Sabal palmetto*	13'			Relocate	Used for Landscape Plan
63	Sabal Palm	*Sabal palmetto*	11'			Relocate	Used for Landscape Plan
64	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
65	Sabal Palm	*Sabal palmetto*	12'			Relocate	Used for Landscape Plan
66	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
67	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
91	Sabal Palm	*Sabal palmetto*	10'			Relocate	Used for Landscape Plan
92	Sabal Palm	*Sabal palmetto*	14'			Relocate	Used for Landscape Plan
93	Sabal Palm	*Sabal palmetto*	11'			Relocate	Used for Landscape Plan
107	Sabal Palm	*Sabal palmetto*	12'	N/A	N/A	N/A	Dead
116	Sabal Palm	*Sabal palmetto*	14'			Preserve	Used for Landscape Plan
117	Sabal Palm	*Sabal palmetto*	11'			Preserve	Used for Landscape Plan
119	Sabal Palm	*Sabal palmetto*	16'			Relocate	Used for Landscape Plan
122	Sabal Palm	*Sabal palmetto*	13'			Relocate	Used for Landscape Plan
123	Sabal Palm	*Sabal palmetto*	12'			Relocate	Used for Landscape Plan
124	Sabal Palm	*Sabal palmetto*	12'			Relocate	Used for Landscape Plan
129	Sabal Palm	*Sabal palmetto*	13'			Relocate	Used for Landscape Plan
131	Sabal Palm	*Sabal palmetto*	12'		1	Preserve	
132	Sabal Palm	*Sabal palmetto*	13'		1	Preserve	
133	Sabal Palm	*Sabal palmetto*	15'			Relocate	Used for Landscape Plan
134	Laurel Oak	*Quercus laurifolia*	25		50	Preserve	
135	Sabal Palm	*Sabal palmetto*	15'		1	Preserve	
136	Sabal Palm	*Sabal palmetto*	12'		1	Preserve	
138	Sabal Palm	*Sabal palmetto*	14'		1	Preserve	
140	Sabal Palm	*Sabal palmetto*	17'			Relocate	Used for Landscape Plan
144	Sabal Palm	*Sabal palmetto*	11'		1	Preserve	
145	Slash Pine	*Pinus elliottii*	17		34	Preserve	
146	Sabal Palm	*Sabal palmetto*	8'		1	Preserve	
147	Slash Pine	*Pinus elliottii*	14		28	Preserve	
148	Sabal Palm	*Sabal palmetto*	15'		1	Preserve	
149	Sabal Palm	*Sabal palmetto*	10'		1	Preserve	
150	Sabal Palm	*Sabal palmetto*	14'		1	Preserve	
151	Laurel Oak	*Quercus laurifolia*	32		64	Preserve	Codominant (17" and 15" leaders)
152	Sabal Palm	*Sabal palmetto*	10'			Relocate	Used for Landscape Plan
159	Laurel Oak	*Quercus laurifolia*	25		50	Preserve	
160	Sabal Palm	*Sabal palmetto*	18'		1	Preserve	
161	Laurel Oak	*Quercus laurifolia*	26		52	Preserve	Vine intrusion
162	Laurel Oak	*Quercus laurifolia*	27		54	Preserve	
163	Laurel Oak	*Quercus laurifolia*	20		40	Preserve	
164	Sabal Palm	*Sabal palmetto*	15'		1	Preserve	
165	Sabal Palm	*Sabal palmetto*	18'		1	Preserve	
166	Sabal Palm	*Sabal palmetto*	10'		1	Preserve	
167	Sabal Palm	*Sabal palmetto*	12'		1	Preserve	
168	Laurel Oak	*Quercus laurifolia*	22		44	Preserve	
169	Sabal Palm	*Sabal palmetto*	13'		1	Preserve	
170	Sabal Palm	*Sabal palmetto*	14'		1	Preserve	
171	Laurel Oak	*Quercus laurifolia*	41		82	Preserve	Codominant (21" and 20" leaders)
172	Sabal Palm	*Sabal palmetto*	11'		1	Preserve	
173	Sabal Palm	*Sabal palmetto*	18'		1	Preserve	
174	Laurel Oak	*Quercus laurifolia*	20		40	Preserve	
175	Sabal Palm	*Sabal palmetto*	14'		1	Preserve	
176	Laurel Oak	*Quercus laurifolia*	15		30	Preserve	
177	Sabal Palm	*Sabal palmetto*	14'		1	Preserve	
178	Laurel Oak	*Quercus laurifolia*	17		34	Preserve	
179	Laurel Oak	*Quercus laurifolia*	14		28	Preserve	
180	Laurel Oak	*Quercus laurifolia*	19		38	Preserve	
181	Sabal Palm	*Sabal palmetto*	12'		1	Preserve	
182	Laurel Oak	*Quercus laurifolia*	31		62	Preserve	
183	Sabal Palm	*Sabal palmetto*	15'		1	Preserve	
184	Laurel Oak	*Quercus laurifolia*	15		30	Preserve	
185	Sabal Palm	*Sabal palmetto*	13'		1	Preserve	
186	Laurel Oak	*Quercus laurifolia*	35		70	Preserve	
187	Sabal Palm	*Sabal palmetto*	14'		1	Preserve	
188	Sabal Palm	*Sabal palmetto*	10'		1	Preserve	
189	Sabal Palm	*Sabal palmetto*	18		1	Preserve	
190	Sabal Palm	*Sabal palmetto*	21'		1	Preserve	
191	Laurel Oak	*Quercus laurifolia*	27		54	Preserve	
192	Sabal Palm	*Sabal palmetto*	14'		1	Preserve	
193	Laurel Oak	*Quercus laurifolia*	35		70	Preserve	
194	Sabal Palm	*Sabal palmetto*	12'		1	Preserve	
195	Sabal Palm	*Sabal palmetto*	12'		1	Preserve	
196	Sabal Palm	*Sabal palmetto*	15'		1	Preserve	
197	Laurel Oak	*Quercus laurifolia*	14		28	Preserve	
198	Laurel Oak	*Quercus laurifolia*	23		46	Preserve	Codominant (13" and 10" leaders)
199	Sabal Palm	*Sabal palmetto*	12'		1	Preserve	
200	Sabal Palm	*Sabal palmetto*	13'		1	Preserve	
201	Sabal Palm	*Sabal palmetto*	11'		1	Preserve	
202	Sabal Palm	*Sabal palmetto*	18'		1	Preserve	
203	Laurel Oak	*Quercus laurifolia*	35		70	Preserve	
204	Sabal Palm	*Sabal palmetto*	15'		1	Preserve	
205	Laurel Oak	*Quercus laurifolia*	36		72	Preserve	
206	Sabal Palm	*Sabal palmetto*	14'		1	Preserve	
207	Sabal Palm	*Sabal palmetto*	14'		1	Preserve	
208	Laurel Oak	*Quercus laurifolia*	29		58	Preserve	
209	Sabal Palm	*Sabal palmetto*	15'		1	Preserve	
210	Sabal Palm	*Sabal palmetto*	14'		1	Preserve	
211	Laurel Oak	*Quercus laurifolia*	26		52	Preserve	
212	Sabal Palm	*Sabal palmetto*	13'		1	Preserve	
213	Sabal Palm	*Sabal palmetto*	12'		1	Preserve	
214	Sabal Palm	*Sabal palmetto*	11'		1	Preserve	
215	Sabal Palm	*Sabal palmetto*	11'		1	Preserve	
216	Sabal Palm	*Sabal palmetto*	12'		1	Preserve	
217	Sabal Palm	*Sabal palmetto*	11'		1	Preserve	
218	Laurel Oak	*Quercus laurifolia*	15		30	Preserve	
219	Sabal Palm	*Sabal palmetto*	13'		1	Preserve	
220	Sabal Palm	*Sabal palmetto*	15'		1	Preserve	
221	Sabal Palm	*Sabal palmetto*	17'		1	Preserve	
222	Sabal Palm	*Sabal palmetto*	10'		1	Preserve	
223	Sabal Palm	*Sabal palmetto*	15'		1	Preserve	
224	Sabal Palm	*Sabal palmetto*	11'		1	Preserve	
225	Sabal Palm	*Sabal palmetto*	12'		1	Preserve	
226	Sabal Palm	*Sabal palmetto*	12'		1	Preserve	
227	Sabal Palm	*Sabal palmetto*	12'		1	Preserve	
201a	Sabal Palm	*Sabal palmetto*	11'		1	Preserve	
	Required Tree Mitigation (Replacement Inches):			426			
	Required Palm Mitigation (Replacement Palms):			55			
	Trees Relocated:			0	0		
	Palms Relocated:			76	0	76 to be used for landscape code	
	Trees Preserved:			27	1310	Tree Mitigation Credits	
	Palms Preserved:			59	57	Palm Credits; 2 to be used for landscape code	

*All palms are measured in feet to clear trunk

NO.	DATE	DESCRIPTION	BY
1	5/15/2025	RESUBMITTAL	MH
2	8/21/2025	RESUBMITTAL	MH

REVISIONS

CERT NO: 6991

WGI. WGInc.com

2035 VISTA PARKWAY, WEST PALM BEACH, FLORIDA 33411

561.687.2220

LANDSCAPE ARCHITECT OF RECORD
SIYANG WEN, PLA
FL# LA6667556

NOT AUTHORIZED FOR CONSTRUCTION PRIOR TO FORMAL CITY APPROVAL

INITIAL SUBMITTAL
FEBRUARY 21, 2025

SUNRISE VILLAGE
CITY OF FORT PIERCE, ST. LUCIE COUNTY, FL

CODE CHART & PLANT SCHEDULE & TREE DISPOSITION

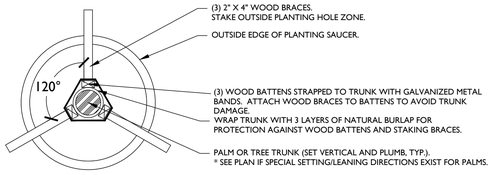
SHEET
LP-2.01

PROJECT# 11038.00

SMALL PALM STAKING PLAN

NTS.

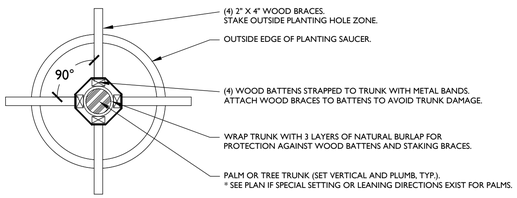
NOTE:
1. APPLICABLE TO ALL PALMS WITH CALIPER SIZE OF LESS THAN SIX (6) INCHES.
2. ALL TREE SUPPORTS MATERIALS ARE TO BE REMOVED FROM EACH TREE ONCE IT IS ESTABLISHED. TYPICALLY SIX MONTHS FOR SHADE TREES OR ONE YEAR FOR PALMS.



LARGE PALM OR TREE STAKING PLAN

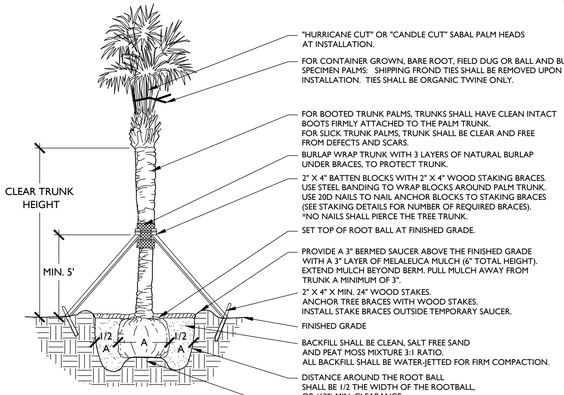
NTS.

NOTE:
1. APPLICABLE TO ALL MULTI-TRUNK PALMS AND PALMS WITH CALIPER SIZE OF SIX (6) INCHES OR GREATER
2. ALL TREE SUPPORTS MATERIALS ARE TO BE REMOVED FROM EACH TREE ONCE IT IS ESTABLISHED. TYPICALLY SIX MONTHS FOR SHADE TREES OR ONE YEAR FOR PALMS.



PALM PLANTING DETAIL

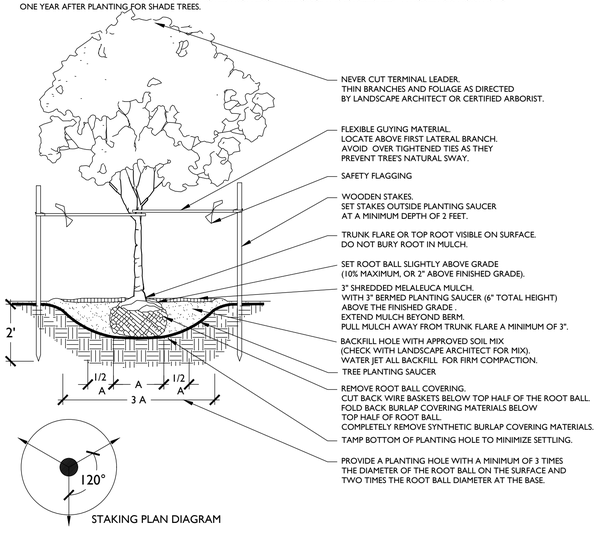
NTS.



TREE PLANTING DETAIL

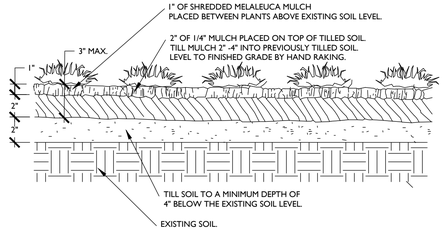
NOTE:
1. ALL TREE SUPPORT MATERIALS ARE TO BE REMOVED FROM EACH TREE ONCE IT IS ESTABLISHED. TYPICALLY SIX MONTHS TO ONE YEAR AFTER PLANTING FOR SHADE TREES.

NTS.



GROUNDCOVER DETAIL

NTS.

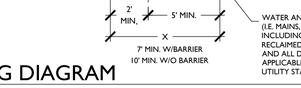


PLANT SPACING DETAIL

NTS.

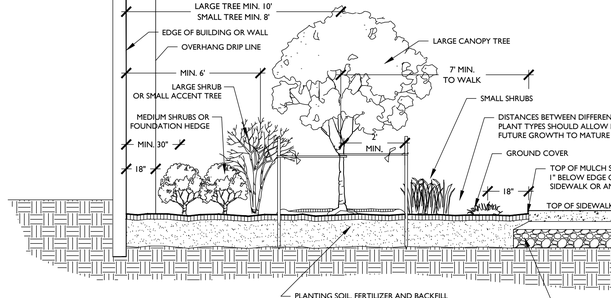
SPACING "D"	ROW "A"
6" O.C.	5.2"
8" O.C.	6.93"
10" O.C.	8.66"
12" O.C.	10.4"
18" O.C.	15.6"
24" O.C.	20.8"
30" O.C.	26.0"
36" O.C.	31.2"
48" O.C.	41.6"

PLANT SPACING CHART



SHRUB PLANTING DETAIL

NTS.



ROOT BARRIER DETAIL

NOTE:
1. TREES ARE TO BE INSTALLED WITH A MINIMUM TEN FOOT (10') SEPARATION FROM ANY PUBLIC WATER OR PUBLIC SEWER MAIN AND/OR SERVICE, HYDRANTS, AND LIFT STATIONS. IF A TEN FOOT (10') SEPARATION CANNOT BE ACHIEVED, THE TREE SHALL BE INSTALLED WITH A ROOT BARRIER SYSTEM.

2. ROOT BARRIERS SHALL COMPLY WITH ALL REQUIREMENTS OF THE MUNICIPALITY WITHIN WHICH THEY ARE LOCATED AS WELL AS WITH ANY REQUIREMENTS OF THE UTILITY HOLDER OF THE AFFECTED UTILITIES. IN THE EVENT THAT CONFLICTING REQUIREMENTS EXIST BETWEEN THIS ROOT BARRIER DETAIL AND THE MUNICIPALITY/UTILITY HOLDER REQUIREMENTS, THE MORE STRINGENT OF THE REQUIREMENTS SHALL BE APPLICABLE.

NTS.

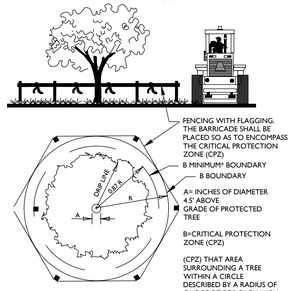
TYPICAL PLANTING DIAGRAM

NTS.

TREE PROTECTION DETAIL

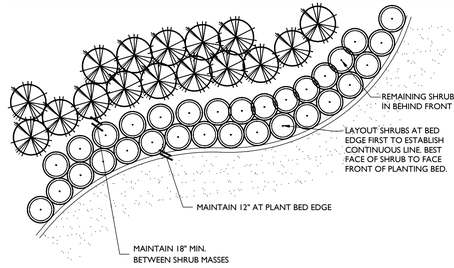
NOTE: 1. THIS DETAIL APPLIES TO ALL TREES THAT WILL BE PRESERVED IN PLACE OR BE RELOCATED.

NTS.



SHRUB AND GROUNDCOVER PLANTING DETAIL

NTS.



LANDSCAPE NOTES:

1. STRUCTURAL ELEMENTS AND HARDSCAPE FEATURES INDICATED ON LANDSCAPE PLANS ARE FOR INFORMATIONAL PURPOSES ONLY. LANDSCAPE PLANS ARE TO BE UTILIZED FOR LOCATION OF LIVING PLANT MATERIAL ONLY. LANDSCAPE PLANS SHOULD NOT BE UTILIZED FOR STAKING AND LAYOUT OR LOCATION OF ANY STRUCTURAL SITE FEATURES INCLUDING BUT NOT LIMITED TO: BUILDINGS, SIGNAGE, PATHWAYS, EASEMENTS, BERMS, WALL, FENCES, UTILITIES OR ROADWAYS.
2. CONTRACTOR SHALL ACQUIRE ALL APPLICABLE FEDERAL, STATE, LOCAL, JURISDICTIONAL OR UTILITY COMPANY PERMITS REQUIRED PRIOR TO REMOVAL, RELOCATION, AND/OR INSTALLATION OF LANDSCAPE MATERIALS INDICATED WITHIN PLAN DOCUMENTS. THE CONTRACTOR SHALL HAVE PERMITS "IN HAND" PRIOR TO STARTING WORK. LANDSCAPE ARCHITECT SHALL BEAR NO RESPONSIBILITY FOR WORK PERFORMED WITHOUT PERMITTED DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CHANGES TO THE WORK, AT NO ADDITIONAL COST TO THE OWNER, AS A RESULT OF UNAUTHORIZED WORK PRIOR TO RECEIPT OF PERMIT.
3. TREES SHOWN ON THIS PLAN ARE FOR GRAPHIC REPRESENTATION ONLY. TREE SPACING IS BASED ON DESIGN REQUIREMENTS AND THE TREES SHOWN ON THESE PLANS ATTEMPT TO ACCOMPLISH THAT SPACING WHILE MAINTAINING THE REQUIRED SETBACKS FROM UTILITIES. IN THE EVENT OF A CONFLICT, AFFECTED PLANT MATERIAL SHALL BE FIELD ADJUSTED WITH THE APPROVAL OF THE LANDSCAPE ARCHITECT TO AVOID CONFLICTS WITH THE WITH EXISTING AND PROPOSED UTILITIES, LIGHT POLES, DRAINAGE STRUCTURES OR LINES, LAKE MAINTENANCE EASEMENTS OR OTHER AFFECTED SITE FEATURES.
4. ANY PLANTING WITHIN THE SIGHT TRIANGLES SHALL PROVIDE UNOBSTRUCTED VIEWS AT A LEVEL BETWEEN 30" AND 8' ABOVE THE PAVEMENT.
5. ALL UTILITY BOXES/ STRUCTURES TO BE SCREENED ON 3 SIDES W/ APPROVED PLANTING MATERIAL.
6. IRRIGATION IS REQUIRED PROVIDING 100% COVERAGE WITH A MAXIMUM OF 50% OVERLAP, AN AUTOMATIC RAIN SENSOR MUST BE INCLUDED.
7. ALL PLANT MATERIAL TO BE INSTALLED SHALL CONFORM TO FLORIDA POWER AND LIGHT'S (FPL'S) RIGHT TREE RIGHT PLACE GUIDELINES.
8. IN CASE OF DISCREPANCIES PLANS TAKE PRECEDENCE OVER PLANT LIST.
9. LANDSCAPE CONTRACTOR RESPONSIBLE FOR VERIFICATION OF ALL QUANTITIES PRIOR TO BIDDING.
10. REMOVAL OF EXISTING VEGETATION IS RESPONSIBILITY OF LANDSCAPE CONTRACTOR.
11. RELOCATION OF EXISTING VEGETATION IS RESPONSIBILITY OF LANDSCAPE CONTRACTOR. REFER TO SPECIFICATIONS FOR RELOCATION INSTRUCTIONS.
12. ALL PLANT MATERIAL TO BE FLORIDA GRADE #1 AT TIME OF INSTALLATION UNLESS OTHERWISE NOTED.
13. TO SUPPORT LONG-TERM PLANT HEALTH, PLANTING SOIL FOR ALL LANDSCAPED AREAS SHALL CONSIST OF EXISTING SOIL MIXED WITH 50 PERCENT RECYCLED TOP SOIL.
14. PER THE ST. LUCIE COUNTY FIRE DISTRICT FIRE PREVENTION CODE RESOLUTION 740-23, AT LEAST 13 FEET 6 INCHES NOMINAL VERTICAL CLEARANCE SHALL BE PROVIDED AND MAINTAINED OVER THE FULL WIDTH OF ALL MEANS OF ACCESS (INCLUDING, BUT NOT LIMITED TO TREES, CANOPIES, ETC.)

811 Know what's BELOW. CALL before you dig
Call 811 two business days before digging

REVISIONS

NO.	DATE	DESCRIPTION	BY
1	5/15/2025	RESUBMITTAL	MH
2	8/21/2025	RESUBMITTAL	MH

CERT NO: 6991
WGI.
WGInc.com
2035 VISTA PARKWAY, WEST PALM BEACH, FLORIDA 33411
561.687.2220

LANDSCAPE ARCHITECT OF RECORD
SIYANG WEN, PLA
FL# LA6667556

NOT AUTHORIZED FOR CONSTRUCTION PRIOR TO FORMAL CITY APPROVAL

INITIAL SUBMITTAL
FEBRUARY 21, 2025

SUNRISE VILLAGE
CITY OF FORT PIERCE, ST. LUCIE COUNTY, FL

LANDSCAPE DETAILS

SHEET
LP-3.01

PROJECT# 11038.00

Landscape Planting - Part I. General

I. Description of Work
A. Provide all exterior planting as shown on the drawings or inferable therefrom and/or as specified in accordance with the requirements of the Contract Documents. Landscape plans provided indicate the proposed location of living plant material only. Structural elements and hardscape features indicated on the landscape plans are for information purposes only. Landscape plans are not to be utilized for staking and layout or location of any structural site features including but not limited to, buildings, signage, pathways, easements, utilities or roadways.
B. These specifications include standards necessary for and incidental to the execution and completion of planting as indicated on the prepared drawings and specified herein.
C. All applicable federal, state and local permits shall be attained prior to the removal, relocation, or installation of plant materials indicated within the plan documents.
D. Protection of existing features. During construction, protect all existing trees, shrubs, and other specified vegetation, site features and improvements, structures, and utilities specified herein and/or on submitted drawings. Removal or destruction of existing plantings is prohibited unless specifically authorized by the owner, and with permit as required by associated federal, state and local government agencies.

II. Applicable Standards
A. American National Standards for Tree Care Operations, ANSI A300. American National Standards Institute, 11 West 42nd Street, New York, N.Y. 10036.
B. American Standard for Nursery Stock, ANSI Z60.1, American Nursery and Landscape Association, 1250 Eye Street. NW, Suite 500, Washington, D.C. 20005.
C. Hortus Third, The Staff of the L.H. Bailey Hortorium, 1976. MacMillan Publishing Co., New York.
D. Florida Department of Agriculture "Grades and Standards for Nursery Plants", most recent addition.
E. National Arborist Association- Pruning Standards for Shade Trees
F. All standards shall include the latest additions and amendments as of the date of advertisement for bids

III. Qualifications
A. Landscape planting and related work shall be performed by a firm with a minimum of five years experience specializing in this type of work. All contractors and their sub-contractors who will be performing any landscape work included in this section of the specification shall be approved by the landscape architect.
B. Landscape Contractor shall be licensed and shall carry any necessary insurance and shall protect the Landscape Architect and Owner against all liabilities, claims or demands for injuries or damage to any person or property growing out of the performance of the work under this contract. All workers shall be covered by Workman's Compensation Insurance.

IV. Requirements of Regulatory Agencies
A. Certificates of inspection shall accompany the invoice for each shipment of plants as may be required by law for transportation. File certificates with the landscape architect prior to acceptance of the material. Inspection by federal or state authorities at place of growth does not preclude rejection of the plants at the site.

V. Submittals
A. Manufacturer's Data: Submit copies of the manufacturer's and/or source data for all materials specified, including soils, soil amendments and fertilizer materials. Comply with regulations applicable to landscape materials.
B. Samples: Submit samples of all topsoil, soil mixes, mulches, and organic materials. Samples shall weigh 1 kg (2 lb) and be packaged in plastic bags. Samples shall be typical of the lot of material to be delivered to the site and provide an accurate indication of color, texture, and organic makeup of the material.
C. Nursery Sources: Submit a list of all nurseries that will supply plants, along with a list of the plants they will provide and the location of the nursery.
D. Soil Test: Submit soil test analysis report for each sample of topsoil and planting mix from a soil testing laboratory approved by the landscape architect.
1. Provide a particle size analysis, including the following gradient of mineral content:

USDA Designation	Size in mm
Gravel	+2 mm
Very Course Sand	1-2 mm
Coarse Sand	0.5-1 mm
Medium Sand	0.25-0.5 mm
Fine Sand	0.1-0.25 mm
Very fine sand	0.05-0.1 mm
Silt	0.002-0.05 mm
Clay	smaller than 0.002

2. Provide a chemical analysis, including the following:
a. pH and buffer pH
b. Percentage of organic content by oven-dried weight.
c. Nutrient levels by parts per million, including phosphorus, potassium magnesium, manganese, iron, zinc, and calcium. Nutrient test shall include the testing laboratory recommendations for supplemental additions to the soil based on the requirements of horticultural plants.
d. Soluble salt by electrical conductivity of a 1:2, soil: water, sample measured in millimho per cm.
e. Cation exchange capacity (CEC).
E. Material Testing: Submit the manufacturers particle size analysis, and the pH analysis and provide a description and source location for the content material of all organic materials.
F. Maintenance Instructions: Prior to the end of maintenance period, Landscape Contractor shall furnish three copies of written maintenance instructions to the Landscape Architect for transmittal to the Owner for maintenance and care of installed plants through their full growing season.

VI. Utility Verification
A. The contractor shall contact the local utility companies for verification of the location of all underground utility lines in the area of the work. The contractor shall be responsible for all damage resulting from neglect or failure to comply with this requirement.

Part 2. Materials

I. Plants
A. Plants shall be true to species and variety specified and nursery-grown in accordance with good horticultural practices under climatic conditions similar to those in the locality of the project for at least two years. They shall have been freshly dug.
1. All plant names and descriptions shall be as defined in Hortus Third.
2. All plants shall be grown and harvested in accordance with the American Standard for Nursery Stock and Florida Department of Agriculture Grades and Standards for Nursery Plants.
3. Unless approved by the landscape architect, plants shall have been grown at a latitude not more than 325 km (200 miles) north or south of the latitude of the project unless the provenance of the plant can be documented to be compatible with the latitude and cold hardiness zone of the planting location.
B. Unless specifically noted, all plants shall be exceptionally heavy, symmetrical, and so trained or favored in development and appearance as to be unquestionably and outstandingly superior in form, compactness, and symmetry. They shall be sound, healthy, vigorous, well branched, and densely foliated when in leaf; free of disease and insects, eggs, or larvae; and shall have healthy, well-developed root systems. They shall be free from physical damage or other conditions that would prevent vigorous growth.
1. Trees with multiple leaders, unless specified, will be rejected. Trees with a damaged or crooked leader, bark abrasions, sunscald, disfiguring knots, insect damage, or cuts of limbs over 20 mm (3/4 in.) in diameter that are not completely closed will be rejected.
C. Plants shall conform to the measurements specified, except that plants larger than those specified may be used if approved by the landscape architect. Use of larger plants shall not increase the contract price. If larger plants are approved, the root ball shall be increased in proportion to the size of the plant.
1. Caliper measurements shall be taken on the trunk 150 mm (6 in.) above the natural ground line for trees up to and including 100 mm (4 in.) in caliper, and 300 mm (12 in.) above the natural ground line for trees over 100 mm (4 in.) in caliper. Height and spread dimensions specified refer to the main body of the plant and not from branch tip to branch tip. Plants shall be measured when branches are in their normal position. If a range of sizes is given, no plant shall be less than the minimum size, and no less than 50 percent of the plants shall be as large as the maximum size specified. Measurements specified are minimum sizes acceptable after pruning, where pruning is required. Plants that meet measurements but do not possess a standard relationship between height and spread, according to the Florida Department of Agriculture Grades and Standards for Nursery Plants, shall be rejected.
D. Substitutions of plant materials will not be permitted unless authorized in writing by the landscape architect. If proof is submitted in writing that a plant specified is not obtainable, consideration will be given to the nearest available size or similar variety, with a corresponding adjustment of the contract price.
E. The plant schedule provided at the end of this section, or on the drawing, is for the contractor's information only, and no guarantee is expressed or implied that quantities therein are correct or that the list is complete. The contractor shall ensure that all plant materials shown on the drawings are included in his or her bid.
F. All plants shall be labeled by plant name. Labels shall be attached securely to all plants, bundles, and containers of plant materials when delivered. Plant labels shall be durable and legible, with information given in weather-resistant ink or embossed process lettering.
G. Selection and Tagging
1. Plants shall be subject to inspection for conformity to specification requirements and approval by the landscape architect at their place of growth and upon delivery. Such approval shall not impair the right of inspection and rejection during progress of the work.
2. A written request for the inspection of plant material at their place of growth shall be submitted to the landscape architect at least ten calendar days prior to digging. This request shall state the place of growth and the quantity of plants to be inspected. The landscape architect may refuse inspection at this time if, in his or her judgment, sufficient quantities of plants are not available for inspection or landscape architect deems inspection is not required.
3. All field grown deciduous trees shall be marked to indicate the trees north orientation in the nursery. Place a 1-in. diameter spot of white paint onto the north side of the tree trunk within the bottom 12 inches of the trunk.
H. Anti-Desiccants
1. Anti-desiccants, if specified, are to be applied to plants in full leaf immediately before digging or as required by the landscape architect. Anti-desiccants are to be sprayed so that all leaves and branches are covered with a continuous protective film.
I. Balled and Burlapped (B&B) Plant Materials
1. Trees designated B&B shall be properly dug with firm, natural balls of soil retaining as many fibrous roots as possible, in sizes and shapes as specified in the Florida Department of Agriculture Grades and Standards for Nursery Plants. Balls shall be firmly wrapped with synthetic, natural, or treated burlap, and/or wire. All synthetic fabric should be removed from the rootball prior to planting. True biodegradable burlap can be left around the root ball. The root collar shall be apparent at surface of ball. Trees with loose, broken, processed, or manufactured root balls will not be accepted, except with special written approval before planting.
J. Container Plants
1. Plants grown in containers shall be of appropriate size for the container as specified in the most recent edition of the Florida Department of Agriculture Grades and Standards for Nursery Plants and be free of circling roots on the exterior and interior of the root ball.
2. Container plants shall have been grown in the container long enough to have established roots throughout the growing medium.
K. Bareroot and Collected Plants
1. Plants designated as bareroot or collected plants shall conform to the American Standard for Nursery Stock.
2. Bareroot material shall not be dug or installed after bud break or before dormancy.
3. Collected plant material that has not been taken from active nursery operations shall be dug with a root ball spread at least 1/3 greater than nursery grown plants. When specified or approved, shall be in good health, free from disease, insect or weed infestation and shall not be planted before inspection and acceptance at the site. Testing may be required at the discretion of the Landscape Architect and/or the Owner and shall be provided at no additional cost.
L. Specimen Material: Plant material specified as specimens are to be approved by the Landscape Architect before being brought to the site. Unless otherwise noted on the drawings, these plants shall be Florida Fancy.
M. Palms
1. Coconut Palms shall be grown from a certified seed.
2. All palm species except Sabal palmetto shall have roots adequately wrapped before transporting.
3. Sabal palms shall have a hurricane cut. Sabal palms shall be installed on site at the earliest opportunity in the construction process. All Sabal palms shall be from St. Lucie County or other sandy soils. All Sabal palms shall be Florida Fancy.
4. For booted trunk palms, trunks shall have clean intact boots firmly attached to the palm trunk. For slick trunk palms, trunk shall be clear and free from defect and scars.
5. The Contractor shall treat all palms as required to prevent infestation by the palmetto weevil.
N. Sod
1. Sod shall be graded #1 or better. Sod shall be loam or muck grown with a firm, full texture and good root development. Sod shall be thick, healthy and free from defects and debris including but not limited to dead thatch, insects, fungus, diseases and contamination by weeds, other grass varieties or objectionable plant material.
2. Sod shall be sufficiently thick to insure a dense stand of live grass. Sod shall be live, fresh, and uninjured at the time of planting. Plant sod within 48 hours after harvesting.
3. Sod area shall be all areas not otherwise identified and shall include the area beyond the property line to the edge of pavement and/or edge of water.
O. Immediately after harvesting plants, protect from drying and damage until shipped and delivered to the planting site. Rootballs shall be checked regularly and watered sufficiently to maintain root viability.
P. Transportation and Storage of Plant Material
1. Branches shall be tied with rope or twine only, and in such a manner that no damage will occur to the bark or branches.
2. During transportation of plant material, the contractor shall exercise care to prevent injury and drying out of the trees. Should the roots be dried out, large branches broken, balls of earth broken or loosened, or areas of bark torn, the landscape architect may reject the injured tree(s) and order them replaced at no additional cost to the owner. All loads of plants shall be covered at all times with tarpaulin or canvas. Loads that are not protected will be rejected.
3. All bareroot stock sent from the storage facility shall be adequately covered with wet soil, sawdust, woodchips, moss, peat, straw, hay, or other acceptable moisture-holding medium, and shall be covered with a tarpaulin or canvas. Loads that are not protected in the above manner may be rejected.
4. Plants must be protected at all times from sun or drying winds. Those that cannot be planted immediately on delivery shall be kept in the shade, well protected with soil, wet mulch, or other acceptable material, and kept well watered. Plants shall not remain unplanted any longer than three days after delivery. Plants shall not be bound with wire or rope at any time so as to damage the bark or break branches. Plants shall be lifted and handled with suitable support of the soil ball to avoid damaging it.
Q. Mechanized Tree Spade Requirements
Trees may be moved and planted with an approved mechanical tree spade. The tree spade shall move trees limited to the maximum size allowed for a similar B&B root-ball diameter according to the American Standard for Nursery Stock or the manufacturer's maximum size recommendation for the tree spade being used, whichever is smaller. The machine shall be approved by the landscape architect prior to use. Trees shall be planted at the designated locations in the manner shown in the plans and in accordance with applicable sections of the specifications.

II Materials for Planting
A. Mulch: Except as otherwise specified, mulch shall be shredded Melaleuca mulch - grade "A". All Melaleuca mulch shall be made entirely from the wood and bark of the
Melaleuca quinquinerva tree. It shall not contain more than 10% bark (by volume). Shreds and chips shall not be larger the ¾" diameter and 1½" in length. Mulch shall
be free of weeds, seeds, and any other organic or inorganic material other than Melaleuca wood and bark. It shall not contain stones or other foreign material that will prevent its eventual decay. This shall be applied to all planted areas where indicated so that, after installation, the mulch thickness will not be less than 3". Submit sample for approval.
B. Peat: Shall be horticultural peat composed of not less than 60% decomposed organic matter by weight, on an oven dried basis. Peat shall be delivered to the site in a
workable condition free from lumps.
C. Gravel Mulch: Use only where specifically indicated on the plans of the size and type shown. Unless otherwise specified it shall be water-worn, hard durable gravel, washed free of loam, sand, clay and other foreign substances. It shall be a minimum of 3" deep and shall be contained with edging or other approved gravel stop as indicated on the plans. It shall be a maximum of 1 1/2", a minimum of 3/4" and of a readily-available natural gravel color range. Provide geotextile filter fabric below aggregate rock.
Submit sample for approval.
D. Root Barrier: Where specified, root barriers shall be installed on all tree and palm material in accordance with the root barrier detail provided within the plan drawings. Root barriers shall comply with all requirements of the municipality within which they are located as well as with any utility holder requirements of any affected utilities. In the event that conflicting requirements exist between the root barrier detail provided within the plan documents and the municipality/utility holder requirements, the more stringent of the requirements shall be applicable.
E. Planter Edging: Use only where specifically indicated on plans. Edging shall be the color black.
F. Anti-desiccant: shall be an emulsion specifically manufactured for agricultural use, which provides a protective film over plant surfaces. Anti-desiccants shall be delivered in containers of the manufacturer and shall be mixed according to the manufacturer's directions. Submit manufacturer literature for approval.

III. Materials for Soil Amendment
A. Pine Bark: Horticultural-grade milled pine bark, with 80 percent of the material by volume sized between 0.1 and 15.0 mm.
1. Pine bark shall be aged sufficiently to break down all woody material. Pine bark shall be screened.
2. pH shall range between 4 and 7.0.
3. Submit manufacturer literature for approval.
B. Organic Matter: Leaf matter and yard waste composted sufficiently to break down all woody fibers, seeds, and leaf structures, and free of toxic and nonorganic matter. Organic matter shall be commercially prepared compost. Submit 0.5 kg (1 lb) sample and suppliers literature for approval.
C. Course Sand: Course concrete sand, ASTM C-33 Fine Aggregate, with a Fines Modulus Index of 2.75 or greater.
1. Sands shall be clean, sharp, natural sands free of limestone, shale and slate particles.
2. Provide the following particle size distribution:

Sieve	Percentage Passing
3/8 in (9.5 mm)	100
No. 4 (4.75 mm)	95-100
No. 8 (2.36 mm)	80-100
No. 16 (1.18 mm)	50-85
No. 30 (0.60 mm)	25-60
No. 50 (0.30 mm)	10-30
No. 100 (0.15 mm)	2-10

D. Lime: shall be ground, palletized, or pulverized lime manufactured to meet agricultural standards and contain a maximum of 60 percent oxide (i.e. calcium oxide plus magnesium oxide). Submit manufacturer literature for approval.
E. Sulfur: shall be flowers of sulfur, pelletized or granular sulfur, or iron sulfate. Submit manufacturer literature for approval.
F. Fertilizer: Agricultural fertilizer of a formula indicated by the soil test. Fertilizers shall be organic, slow-release compositions whenever applicable. Submit manufacturer literature for approval.

IV. Planting Mix
A. Planting Mix
1. Planting Mix for Trees, Shrubs, Groundcovers and vines: Check with landscape architect for appropriate mixture.
2. Planting Mix for Palms: Mixture of course sand and peat mixed to the following proportion:

Component	Percent by Volume
Coarse Sand	75%
Peat	25%

B. Planting mix shall be thoroughly mixed, screened, and shredded.
C. Prior to beginning the mixing process, submit a 1-kg (2-lb) sample of the proposed mix with soil test results that indicate the mix ratio and the results achieved.
D. During the mixing process but prior to installing the mix, submit a 1-kg (2-lb) sample for each 200 cubic meters (250 cubic yards) of planting mix, taken randomly from the finished soil mix, with soil test results for approval. In the event that the test results do not meet the required particle size distribution, remix and resubmit a revised planting mix.
E. Make all amendments of lime/sulfur and fertilizer indicated by the soil test results at the time of mixing.
F. All mixing shall take place in the contractors yard, using commercial mixing equipment sufficient to thoroughly mix all components uniformly
G. Protect the planting mix from erosion prior to installation.

Part 3. Execution

I. Excavation of Planted Areas
A. Locations for plants and/or outlines of areas to be planted are to be staked out at the site. Locate and mark all subsurface utility lines. Approval of the stakeout by the landscape architect is required before excavation begins.
B. Tree, shrub, and groundcover beds are to be excavated to the depth and widths indicated on the landscape plan detail drawings. If the planting area under any tree is initially dug too deep, the soil added to bring it up to the correct level should be thoroughly tamped.
1. The sides of the excavation of all planting areas shall be sloped at a 45 degrees. The bottom of all beds shall slope parallel to the proposed grades or toward any subsurface drain lines within the planting bed. The bottom of the planting bed directly under any tree shall be horizontal such that the tree sits plumb.
2. Maintain all required angles of repose of the adjacent materials as shown on the drawings. Do not excavate compacted subgrades of adjacent pavement or structures.
3. Subgrade soils shall be separated from the topsoil, removed from the area, and not used as backfill in any planted or lawn area. Excavations shall not be left uncovered or unprotected overnight.
C. For trees and shrubs planted in individual holes in areas of good soil that is to remain in place and/or to receive amendment in the top 150-mm (6 in.) layer, excavate the
hole to the depth of the root ball and to widths shown on the drawing. Slope the sides of the excavation at a 45 degree angle up and away from the bottom of the excavation.
1. In areas of slowly draining soils, the root ball may be set up to 75 mm (3 in.) or 1/8 of the depth of the root ball above the adjacent soil level.
2. Save the existing soil to be used as backfill around the tree.
3. On steep slopes, the depth of the excavation shall be measured at the center of the hole and the excavation dug as shown on the drawings.
D. Detrimental soil conditions: The landscape architect is to be notified, in writing, of soil conditions encountered, including poor drainage, that the contractor considers detrimental to the growth of plant material. When detrimental conditions are uncovered, planting shall be discontinued until instructions to resolve the conditions are received from the landscape architect.
E. Obstructions: If rock, underground construction work, utilities, tree roots, or other obstructions are encountered in the excavation of planting areas, alternate locations for
any planting shall be determined by the landscape architect.

II. Installation of Planting Mix
A. Prior to the installation of the planting mix, install subsurface drains, irrigation main lines, lateral lines, and irrigation risers shown on the drawings.
B. The landscape architect shall review the preparation of subgrades prior to the installation of planting mix.
C. Do not proceed with the installation of planting mix until all utility work in the area has been installed.
D. Protect adjacent walls, walks, and utilities from damage or staining by the soil. Use 12-mm (1/2 in.) plywood and/or plastic sheeting as directed to cover existing concrete,
metal, masonry work, and other items as directed during the progress of the work.
1. Clean up any soil or dirt spilled on any paved surface at the end of each working day.
2. Any damage to the paving or architectural work caused by the soils installation contractor shall be repaired by the general contractor at the soils installation contractors expense.
E. Till the subsoil into the bottom layer of topsoil or planting mix.
1. Loosen the soil of the subgrade to a depth of 50 to 75 mm (2 to 3 in.) with a rotoiller or other suitable device.
2. Spread a layer of the specified topsoil or planting mix 50 mm (2 in.) deep over the subgrade. Thoroughly till the planting mix and the subgrade together.
3. Immediately install the remaining topsoil or planting mix in accordance with the following specifications. Protect the tilled area from traffic. DO NOT allow the tilled subgrade to become compacted.
4. In the event that the tilled area becomes compacted, till the area again prior to installing the planting mix.
F. Install the remaining topsoil or planting mix in 200- to 250-mm (8- to 10-in.) lifts to the depths and shown on the drawing details. The depths and grades shown on the drawings are the final grades after soil settlement and shrinkage of the organic material. The contractor shall install the soil at a higher level to anticipate this reduction of soil volume, depending on predicted settling properties for each type of soil.
1. Phase the installation of the soil such that equipment does not have to travel over already-installed topsoil or planting mixes.
2. Compact each lift sufficiently to reduce settling but not enough to prevent the movement of water and feeder roots through the soil. The soil in each lift should feel firm to the foot in all areas and make only slight heel prints. Overcompaction shall be determined by the following field percolation test.
a. Dig a hole 250 mm (10 in.) in diameter and 250 mm (10 in.) deep.
b. Fill the hole with water and let it drain completely. Immediately refill the hole with water, and measure the rate of fall in the water level.
c. In the event that the water drains at a rate less than 25 mm (1 in.) per hour, till the soil to a depth required to break the overcompaction.
d. The landscape architect shall determine the need for, and the number and location of percolation tests based on observed field conditions of the soil.
3. Maintain moisture conditions within the soils during installation to allow for satisfactory compaction. Suspend installation operations if the soil becomes wet. Do not place soils on wet subgrade.
4. Provide adequate equipment to achieve consistent and uniform compaction of the soils. Use the smallest equipment that can reasonably perform the task of spreading and compaction.
5. Add lime, sulfur, fertilizer, and other amendments during soil installation. Spread the amendments over the top layer of soil and till into the top 100 mm (4 in.) of soil. Soil amendments may be added at the same time that organic matter, when required, is added to the top layer of soil.
6. Protect soil from overcompaction after placement. An area that becomes overcompacted shall be tilled to a depth of 125 mm (6 in.). Uneven or settled areas shall be filled and regraded.

III. Fine Grading
A. It shall be the responsibility of the Contractor to finish grade (min. 6" below adjacent F.F.E.). Finish grades in planting areas shall be one inch lower than adjacent paving and are to include 3" of mulching. New earthwork shall blend smoothly into the existing earthwork, and grades shall pitch evenly between spot grades. All planted areas must pitch to drain at a minimum of 1/4" per foot. Any discrepancies not allowing this to occur shall be reported to the Landscape Architect prior to continuing work.
B. Fill all dips and remove any bumps in the overall plane of the slope.
1. The tolerance for dips and bumps in lawn areas shall be a 12-mm (1/2 in.) deviation from the plane in 3,000 mm (10 ft).
2. The tolerance for dips and bumps in shrub planting areas shall be a 25-mm (1 in.) deviation from the plane in 3,000 mm (10 ft).
3. All fine grading shall be inspected and approved by the landscape architect prior to planting, mulching, sodding, or seeding.
C. Berming shall not be placed within 10' of any existing tree nor will it be allowed to encroach upon any drainage, or maintenance easement. Berming shall not impede or obstruct any necessary swales needed to drain other areas for the property.

IV. Planting Operations
A. Plants shall be set on flat-tamped or unexcavated pads at the same relationship to finished grade as they were to the ground from which they were dug, unless otherwise noted on the drawings. Plants must be set plumb and braced in position until topsoil or planting mix has been placed and tamped around the base of the root ball. Improper compacting of the soil around the root ball may result in the tree settling or leaning. Plants shall be set so that they will be at the same depth and so that the root ball does not shift or move laterally one year later.
1. Determine the elevation of the root flare and ensure that it is planted at grade. This may require that the tree be set higher than the grade in the nursery.
2. If the root flare is less than 50 mm (2 in.) below the soil level of the root ball, plant the tree the appropriate level above the grade to set the flare even with the grade. If the flare is more than 50 mm (2 in) at the center of the root ball the tree shall be rejected.
B. Lift plants only from the bottom of the root balls or with belts or lifting harnesses of sufficient width not to damage the root balls. Do not lift trees by their trunk or use the trunk as a lever in positioning or moving the tree in the planting area.
C. Remove plastic, paper, or fiber pots from containerized plant material. Pull roots out of the root mat. Loosen the potting medium and shake away from the root mat. Immediately after removing the container, install the plant such that the roots do not dry out. Pack planting mix around the exposed roots while planting.
D. The roots of bare-root trees shall be pruned at the time of planting to remove damaged or undesirable roots (those likely to become a detriment to future growth of the root system). Bare-root trees shall have the roots spread to approximate the natural position of the roots and shall be centered in the planting pit. The planting-soil backfill shall be worked firmly into and around the roots, with care taken to fill in completely with no air pockets.
E. Cut ropes or strings from the top of shrub root balls and trees smaller than 3 in. caliper after plant has been set. Remove burlap or cloth wrapping and any wire baskets from around top half of balls. Do not turn under and bury portions of burlap at top of ball.
1. Do not immediately remove the ropes and burlap from trees larger than 3 in. caliper. Return to each tree three months after planting and cut all ropes around the trunks and tops of the root balls of these trees.
2. Completely remove any waterproof or water-repellant strings or wrappings from the root ball and trunk before backfilling.
F. Set balled and burlapped trees in the hole with the north marker facing north unless otherwise approved by the landscape architect.
G. Place native soil, topsoil, or planting mix into the area around the tree, tamping lightly to reduce settlement.
1. For plants planted in individual holes in existing soil, add any required soil amendments to the soils, as the material is being backfilled around the plant. Ensure that the amendments are thoroughly mixed into the backfill.
2. For plants planted in large beds of prepared soil, add soil amendments during the soil installation process.
3. Ensure that the backfill immediately around the base of the root ball is tamped with foot pressure sufficient to prevent the root ball from shifting or leaning.
H. Solid sod shall be laid with closely abutting joints with a tamped or rolled, even surface. Stagger strips to offset joints in adjacent courses. Bring the sod edge in a neat, clean manner to the edge of all paving and shrub areas. Sod along slopes shall be pegged to hold sod in place along slopes or banks a wood peg acceptable to the Landscape Architect shall be used at no additional cost to the Owner. If, in the opinion of the Landscape Architect, top-dressing is necessary after rolling, clean sand will be evenly applied over the entire surface and thoroughly washed in without additional charge.
I. Thoroughly water all plants immediately after planting. Apply water by hose directly to the root ball and the adjacent soil.
J. Remove all tags, labels, strings, etc. from all plants.
K. Remove any excess soil, debris, and planting material from the job site at the end of each workday.
L. Form watering saucers 100 mm (4 in.) high immediately outside the area of the root ball of each tree as indicated on the drawings.

V. Relocation of Existing Material:
A. Landscape Contractor shall root prune trees which are to be relocated in accordance with approved horticultural practices and the following procedures.
1. Select a healthy tree
2. Selectively trim the canopy removing dead limbs, cross branching over crowned areas, and lower undesirable limbs. Fertilize and water trees before pruning.
3. Root prune 50% of the root system approximately 18"-2' deep (depending upon species and size). This is done by hand with sharp hand tools or a root pruning saw. The diameter of the root ball to be pruned is 8-12 inches per every one inch of diameter at breast height of the tree.
4. Back fill the existing soil with peat moss to stimulate new root growth of the pruned roots.
5. Water in thoroughly and treat with a mycorrhizae and a low nitrogen fertilizer (so not to burn the pruned roots). Brace trees if deemed necessary.
6. The root pruned tree should be watered every day (especially during warm months of the season), the equivalent of 5 gallons for every DBH of tree per day.
7. Root pruned trees should be let to stand for a minimum of 6 weeks for trees less than 8" DBH and as long as 3 months for larger specimens prior to transplanting.
8. For best results and survivorship, new root growth should be evident on root pruned trees prior to transplanting.
9. Upon transplanting, water should be applied every day as outlined in step 6 for at least one year.

VI. Staking and Guying
A. The Contractor shall stake all trees and palms in accordance with the tree and palm staking details provided within the plan drawings. Alternate methods of guying or staking may be employed with the prior approval of the Landscape Architect.
B. The Contractor shall be responsible for the replacement or adjustment of all trees, palms or shrubs that fall or lean during the guarantee period. The Contractor shall be responsible for any damage caused by the falling or leaning of trees.
C. Stakes and guys shall be installed immediately upon approval or planting, and shall be removed in accordance with the staking details provide within the plan drawings. Any tree that is not stable at the end of the warranty period shall be rejected.

VII. Pruning
A. Plants shall not be heavily pruned at the time of planting. Pruning is required at planting time to correct defects in the tree structure, including removal of injured branches, waterspouts, suckers, and interfering branches. Healthy lower branches and interior small twigs should not be removed except as necessary to clear walks and roads. In no case should more than one-quarter of the branching structure be removed. Retain the normal or natural shape of the plant.
B. All pruning shall be completed using clean, sharp tools. All cuts shall be clean and smooth, with the bark intact with no rough edges or tears.
C. Pruning of large trees shall be done from a hydraulic man-lift such that it is not necessary to climb the tree.

VIII. Mulching
A. All trees, palms, shrubs, and other plantings will be mulched with mulch previously approved by the landscape architect. The mulch shall be a minimum 3" thick layer over all tree, shrub and ground cover planting areas, unless otherwise specified. All mulch layers shall be of the specified thickness at the time of the final acceptance of the work. Mulch must not be placed within 3 inches of the trunks of trees, palms or shrubs.
B. Place mulch at least 3" in depth in a circle around all trees located in lawn areas. The diameter of the circle shall be 18" in diameter larger than the ball of the plant provided. Mulch must not be placed within 3 inches of the trunks of trees, palms or shrubs.

IX. Maintenance of Trees, Shrubs, and Vines
A. Maintenance shall begin immediately after each plant is planted and continue until its acceptance has been confirmed by the landscape architect.
B. Maintenance shall consist of pruning, watering, cultivating, weeding, mulching, fertilizing, tightening and repairing guys and stakes, resetting plants to proper grades or upright position, restoring of the planting saucer, and furnishing and applying such sprays or other materials as necessary to keep plantings free of insects and diseases and in vigorous condition.
C. Planting areas and plants shall be protected at all times against trespassing and damage of all kinds for the duration of the maintenance period. If a plant becomes damaged or injured, it shall be treated or replaced as directed by the landscape architect at no additional cost.
D. Watering: Contractor shall irrigate as required to maintain vigorous and healthy tree growth. Overwatering or flooding shall not be allowed. The contractor shall monitor, adjust, and use existing irrigation facilities, if available, and furnish any additional material, equipment, or water to ensure adequate irrigation. Root balls of all trees and large shrubs shall be spot watered using handheld hoses during the first four months after planting, as required to ensure adequate water within the root ball.
E. During periods of restricted water usage, all governmental regulations (permanent and temporary) shall be followed. The contractor may have to transport water from ponds or other sources, at no additional expense to the owner when irrigation systems are unavailable.
F. Remove soil ridges from around watering basins prior to end of maintenance period, as directed by Landscape Architect

X. Acceptance
A. The landscape architect shall inspect all work for acceptance upon written request of the contractor. The request shall be received at least ten calendar days before the anticipated date of inspection.
B. Acceptance of plant material shall be for general conformance to specified size, character, and quality and shall not relieve the contractor of responsibility for full conformance to the contract documents, including correct species.
C. Upon completion and re-inspection of all repairs or renewals necessary in the judgment of the landscape architect, the landscape architect shall certify in writing that the work has been accepted.

XI. Acceptance in Part
A. Work may be accepted in parts when the landscape architect and contractor deem that practice to be in their mutual interest. Approval must be given in writing by the landscape architect to the contractor verifying that the work is to be completed in parts. Acceptance of work in parts shall not waive any other provision of this contract.

XII. Guarantee Period and Replacements
A. The guarantee period for trees and shrubs shall begin at the date of acceptance.
B. The contractor shall guarantee all plant material to be in healthy and flourishing condition for a period of one year from the date of acceptance.
C. When work is accepted in parts, the guarantee periods extend from each of the partial acceptances to the terminal date of the guarantee of the last acceptance. Thus, all guarantee periods terminate at one time.
D. The contractor shall replace, without cost, as soon as weather conditions permit, and within a specified planting period, all plants determined by the landscape architect to be dead or in an unacceptable condition during and at the end of the guarantee period. To be considered acceptable, plants shall be free of dead or dying branches and branch tips and shall bear foliage of normal density, size, and color. Replacements shall closely match adjacent specimens of the same species. Replacements shall be subject to all requirements stated in this specification.
E. The guarantee of all replacement plants shall extend for an additional period of one year from the date of their acceptance after replacement. In the event that a replacement plant is not acceptable during or at the end of said extended guarantee period, the landscape architect may elect subsequent replacement or credit for that item.
F. At the end of the guarantee, the contractor shall reset grades that have settled below the proposed grades on the drawings.
G. The contractor shall make periodic inspections, at no extra cost, during the guarantee period to determine what changes, if any, should be made in the maintenance program. If changes are recommended, they shall be submitted in writing to the landscape architect. Claims by the contractor that the owners maintenance practices or lack of maintenance resulted in dead or dying plants will not be considered if such claims have not been documented by the contractor during the guarantee period.

XIII. Final Inspection and Final Acceptance
At the end of the guarantee period and upon written request of the contractor, the landscape architect will inspect all guaranteed work for final acceptance. The request shall be received at least ten calendar days before the anticipated date for final inspection. Upon completion and re-inspection of all repairs or renewals necessary in the judgment of the landscape architect at that time, the landscape architect shall certify, in writing, that the project has received final acceptance.

NO.	DATE	DESCRIPTION	BY
REVISIONS			
1	5/15/2025	RESUBMITTAL	MH
			MH

CERT NO: 6991

WGI
WGInc.com
2035 VISTA PARKWAY, WEST PALM BEACH, FLORIDA 33411
561.687.2220

LANDSCAPE ARCHITECT OF RECORD
SIYANG WEN, PLA
FL# LA6667556

NOT AUTHORIZED FOR CONSTRUCTION PRIOR TO FORMAL CITY APPROVAL
INITIAL SUBMITTAL
FEBRUARY 21, 2025

SUNRISE VILLAGE
CITY OF FORT PIERCE, ST. LUCIE COUNTY, FL

LANDSCAPE SPECIFICATIONS

SHEET
LP-4.01

PROJECT# 11038.00

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

Arianna Hilliard
WGI, Inc.
2035 Vista Parkway
West Palm Beach, FL 33411

Subject: Major Site Plan: Innovative Development (PZSITE2025-00009)
Sunrise Village Apartments – 3000 Okeechobee Rd.
Technical Review Committee comments **for April 17, 2025, TRC Meeting**

City of Fort Pierce Planning Department

Application **requires resubmittal** for the following reasons:

1. The site plan should reflect the square footage of each building
2. The 106-unit apartment complex requires 159 regular parking spaces. The justification statement for parking reduction is not sufficient, therefore, Planning does not support the reduction. In lieu of reduced parking and aligning with the proposed innovative community design, consideration should be given to adding additional property amenities such as basketball or pickleball court, sand volleyball court, splash pad, etc.
3. The site plan does not reflect the mail kiosk location

Advisory Comments

4. Sign permits shall be filed separately during the permit process

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

To : Kerry Driver, Senior Planner

From : Venetia Barnes, Stormwater Engineer VB

Thru : Mark Zrallack, P.E., City Engineer

Re : Site Plan – Sunrise Village Apartments – 3000 Okeechobee Road

Date : April 15, 2025

This is to advise you that we have completed the review of the following documents as received by this office on April 4, 2025:

- [x] Site Plan
- [ ] Test Reports & Related Documents
- [ ] Record Drawings
- [ ] Clearances from all applicable Local, State and Federal Agencies
- [ ] Building Construction Plans
- [ ] Certificate of Completion
- [ ] Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [x] Recommend
- [ ] Do Not Recommend

- [x] Site Plan
- [ ] DPCR
- [ ] C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

- [x] See attached for advisory comments

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.460.6847

ADVISORY COMMENTS

1. The project shall have all State and Federal permits in place prior to conducting any land clearing operations as the submitted Environmental Assessment Report indicates that wetlands are present on the site as well as possible threatened species.
2. Okeechobee Road is a St. Lucie County roadway, verification by the County of possible required roadway improvements shall be provided by the County.
3. The drainage plan was reviewed conceptually and will be reviewed in depth at time Building Permit application.
4. Prior to issuance of a Certificate of Occupancy, a final inspection shall be scheduled with this department and the following shall be submitted to the City Engineer:

    a. A certificate of completion signed and sealed by the engineer of record.
    b. Two copies of certified as-builts.
    c. Signed and sealed density test with location map of test areas.
    d. A maintenance plan and agreement signed by the owner and/or operating entity shall be notarized and submitted to the City Engineer. The agreement shall include the operation and maintenance of all stormwater facilities and shall ensure the stormwater management system has a plan for the removal of nuisance and invasive exotics or other vegetation to ensure no re-growth of the same.

MZ/VB/vb

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THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

To : Kerry Driver, Senior Planner

From : Venetia Barnes, Stormwater Engineer

Thru : Mark Zrallack, P.E., City Engineer

Re : Site Plan – Sunrise Village Apartments – 3000 Okeechobee Road

Date : April 16, 2025 REVISED

This is to advise you that we have completed the review of the following documents as received by this office on April 4, 2025:

- [x] Site Plan
- [ ] Test Reports & Related Documents
- [ ] Record Drawings
- [ ] Clearances from all applicable Local, State and Federal Agencies
- [ ] Building Construction Plans
- [ ] Certificate of Completion
- [ ] Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [ ] Recommend
- [x] Do Not Recommend

- [x] Site Plan
- [ ] DPCR
- [ ] C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

- [x] See attached for engineering comments

Z:\Shared\4400 Engineering\ENGINEERING\Site Development Projects\Addresses\2001 - 3000\3000 Okeechobee Road\Site Plan\Submittal No. 1 - 040425\SP Comments REVISED - 041625.docx

ENGINEERING COMMENTS:

1. Provide a 5-foot sidewalk along South 31st Street to provide site connectivity to the existing Okeechobee Road sidewalk.
2. The City of Fort Pierce Code of Ordinances specifies that roadways classified as "local" shall have a minimum right-of-way width of 60-feet. South 31st Street has a substandard right-of-way width of 35-feet. Therefore, it is requested that the applicant provide a 12.5-feet right-of-way donation, which is half of the required 25-feet as a part of the site plan approval process.

ADVISORY COMMENTS:

1. The project shall have all State and Federal permits in place prior to conducting any land clearing operations as the submitted Environmental Assessment Report indicates that wetlands are present on the site as well as possible threatened species.
2. Okeechobee Road is a St. Lucie County roadway, verification by the County of possible required roadway improvements shall be provided by the County.
3. The drainage plan was reviewed conceptually and will be reviewed in depth at time Building Permit application.
4. Prior to issuance of a Certificate of Occupancy, a final inspection shall be scheduled with this department and the following shall be submitted to the City Engineer:

    a. A certificate of completion signed and sealed by the engineer of record.
    b. Two copies of certified as-builts.
    c. Signed and sealed density test with location map of test areas.
    d. A maintenance plan and agreement signed by the owner and/or operating entity shall be notarized and submitted to the City Engineer. The agreement shall include the operation and maintenance of all stormwater facilities and shall ensure the stormwater management system has a plan for the removal of nuisance and invasive exotics or other vegetation to ensure no re-growth of the same.

MZ/VB/vb

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THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 4/17/25
Property Address: PZSITE 2025 00009 Minor Site Plan Sunrise Village Apartments 3000 Okeechobee Rd.

Please be advised that the project may trigger the requirements indicated below:

☑ 1. Building Official or his representative has no comment at the time of this meeting, but reserves the submission of comments upon completion of the official plan review.

☐ 2. Pre-construction meeting with the City's Building Department is requested.

☑ 3. All new construction or alterations shall meet the requirements of the Florida Building Code 8th Edition.

☒ 4. Building Permit required.

☑ 5. Signed and sealed construction drawings required.

☐ 6. Must meet the following Accessibility requirements:

- ☐ Accessible route
- ☐ Handicapped parking spaces
- ☑ Means of egress

☐ 7. Change of Use required

- ☐ Shall include a signed and sealed Life Safety Plan
- ☐ Shall include a signed and sealed comprehensive drawing, detailing how the building and MEC elements will comply with the Florida Building Code requirements.

☐ 8. Property exists in Special Flood Hazard Area. All Federal and State requirements shall be addressed.

☐ 9. Flood Development Permit required.

☐ 10. Final plat and approved parcel ID's required to submit or DPCR and building permit review.

☐ 11. Open permits, requiring attention exist.

☑ 12. Shall meet the Fire Prevention Code:

- ☑ Sprinkler system is required.
- ☑ Smoke alarm system is required.

☐ 15. Other

Additional Comments/Requirements: Permits required

Building Official's or Representative's Signature _____ Date: 4/15/25

Technical Review Committee meeting

April 17, 2025

Case #: PZSITE2025-00009

Planner: City of Ft. Pierce Planning Department.

3000 Okeechobee Rd, Ft. Pierce (Sunrise Village Apartments).

Site Plan

Comments:

Regarding the development of this project, the total added dwelling units upon the City of Fort Pierce is anticipated at 106. While the frequency and exact type of calls cannot be predicted at this time, it should be presumed that calls for service will arise from within this project, once it is completed and occupied by the intended users. A table is included below, showing the predicted needs for additional police officers based on the proposed development.

Please also ensure the walking paths around the lake area are illuminated so that use at night is protected by proper illumination and undesired activities are discouraged. Consider options such as pedestrian scale lighting solutions to ensure the pathways are illuminated but light trespass is minimized to not disturb the surroundings. In addition, ensure the sightlines around the pathways are preserved to maximize natural surveillance. Proper selection and maintenance of landscaping around the area is key.

Thank you for your attention and consideration.

Current population of Ft Pierce (2021 Census)		47927
Current total of Officers Ft Pierce PD (FY24)		141
Current rate of Officers per 1000 population		2.9
Number of proposed housing units		106
Average number of people per household	x	2.5
total proposed population increase		265
	/1000	0.265
	x	2.9
Additional Officers Necessary		0.77

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 Ext 3473

Technical Review Committee Meeting

TECHNICAL REVIEW PROJECT: PZSITE2025-00009
Site Plan - Sunrise Village Apartments - 3000 Okeechobee Road

W/WW Engineering: Approved as noted,
Water and sewer services from FPUA are accessible for this site. Kindly submit three comprehensive sets of utility construction plans, accompanied by a completed plan review application and a commercial service application, to the Water and Wastewater Engineering Department for assessment. Submissions should be directed to 1701 S 37th Street, Fort Pierce, Florida.
For additional details or assistance, please contact John Biggs at 772-466-1600 ext. 3474.

Electric Engineering: FPUA Electric & Gas Engineering has reviewed the application. **Approved**.

New pad mount transformer lead time is up to 52 weeks.

Please contact Eric Meyer for electric customer requirements and project coordination.
Before work begins.

Eric Meyer, P.E.
Supervising Engineer
Fort Pierce Utilities Authority
emeyer@fpua.com
(772) 466-1600 ext. 6305

Gas: We are in the process of reviewing your application for your transformative 106-unit affordable multi-family housing project at Sunrise Village. We commend Blue Sky Communities and Carteret Management for your steadfast commitment to creating sustainable and high-quality housing solutions for the Fort Pierce community.

We are particularly excited about the potential integration of natural gas into your development. Given your focus on affordability and positive community impact, natural gas provides a compelling energy solution. Fort Pierce Utilities Authority is ready to support Sunrise

Village with our readily available natural gas infrastructure, conveniently located near your development site.

Heating water, drying clothes, and cooking with natural gas can reduce utility costs by up to 30% compared to electric-only solutions. This translates into significant savings for the future residents of Sunrise Village, aligning perfectly with your goal to assist families earning at or below 60% of the area's median income.

Additionally, by choosing natural gas, your project can significantly reduce its total electrical load, potentially lowering electrical infrastructure costs by tens of thousands of dollars—an advantage that cannot be overlooked.

To further streamline your development, we are pleased to offer comprehensive support, including the installation of necessary gas infrastructure—gas mains and services—**at no cost to the project**. We will also provide water heaters tailored to your specific needs, enhancing both cost savings and operational efficiency.

Fort Pierce Utilities Authority is eager to partner with you on this initiative. We are confident that integrating natural gas into Sunrise Village will not only reduce costs but also contribute to the long-term sustainability and success of the community.

Please feel free to contact me directly to discuss this opportunity further or to arrange a meeting with our team.

Thank you for considering this energy-efficient path forward. We look forward to supporting your efforts to redefine affordable housing in Fort Pierce.

Billy Dupre
Business Development Representative - Gas Operations - Fort Pierce Utilities Authority
1701 S 37th Street
Fort Pierce FL 34947
C: 772-216-3498
O: 772-466-1600 X4705
F: 772-468-2413

FPUAnet Fiber: FPUAnet **Approves.** Fiber Internet Service **– Available**.

Contact Eric Peters at (772) 468-1697 or peters@fpua.com for **Fiber Internet** requirements.



Developer Letter.pdf

Fort Pierce Utilities Authority
FPUAnet Communications
500 Boston Avenue (PO Box 3191)
Fort Pierce, FL 34950 (34948)

Dear Developer,

I'm reaching out on behalf of **FPUAnet**, the City of Fort Pierce's municipal fiber internet provider, to introduce how we can support your next development project with fast, reliable, and cost-effective connectivity built for long-term growth.

Here's why developers like you choose **FPUAnet**:

• **Scalable Fiber Infrastructure**
Our fiber network is designed to evolve with the needs of Fort Pierce, ensuring your properties have the bandwidth to support future technologies, smart building systems, and high-demand applications.

• **Gigabit Speeds at Every Site**
Whether it's residential, commercial, or mixed-use, we deliver **consistent gigabit speeds** across our service area—ensuring your tenants and buyers enjoy fast, seamless internet.

• **Community-Wide Coverage**
We don't just serve high-density areas—we extend fiber access to underserved neighborhoods, helping developers meet connectivity requirements across all project types and locations.

• **Cost-Effective & Developer-Friendly**
With **competitive pricing** and a **community-first model**, FPUAnet offers lower rates than private ISPs—helping keep your project costs in check, with no hidden fees or profit-driven markups.

On top of that, **our dedicated local support team is available 24/7**, giving you and your buyers reliable access to real people who know the area and the network inside and out.

I'd love to discuss how we can help meet your project's specific connectivity needs. Please feel free to reach me directly at **peters@fpua.com** or **772-468-1697**.

Looking forward to partnering with you.

Best regards,
Eric Peters
On behalf of FPUAnet

ST. LUCIE COUNTY FIRE DISTRICT
Community Risk Reduction Division
Office of the Fire Marshal

Telephone: **(772) 621-3322**
Fax: **(772) 621-3604**

BUREAU OF FIRE PREVENTION

SITE PLAN REVIEW

TO: Site Plan Applicant

SITE PLAN: 3000 Okeechobee Road PZSITE2025-00009

REVIEW DATE: 4/7/2025

PLANNER: KERRY DRIVER

REVIEWED BY: Lt Jesse Almand

Site Plan Approved with conditions: _____

Site Plan Requires Re-submittal: __X_____

The Following Conditions/Revisions Are Necessary:

1. **Please submit a completed application for Development/Site Plan Review (St. Lucie County Fire District Development & Site Plan Review Application). This form is available on-line at https://www.slcfd.com.**
2. **Fire District review fees are due at the time of submittal. An abbreviated fee schedule is included on the application form.**
3. **Please provide an electronic revised copy of the site plan if applicable (pdf format).**
4. **Please provide written acknowledgement of the conditions/revisions provided.**
5. **A separate review and permit is required for Underground Fire Mains connected to standpipes or sprinkler systems.**
6. **Fire department access roads provided in accordance with 18.2.3 shall be provided at the start of a project and shall be maintained throughout construction. (NFPA 1 16.1.4). Surface. Fire department access roads shall be designed and maintained to**

support the imposed loads of fire apparatus and shall be provided with an all-weather driving surface. (NFPA 1.18.2.3.5.2)

7. **Electronic security gates must have an access control key switch on the control panel to allow for Fire Department entry in an emergency. Manual security gates that will be locked require a Knox lock. All security gates shall maintain a clear width of 12 feet when open and provide a means to open the gates manually upon loss of power. (SLCFD Resolution 740-23)**

8. **Per the St. Lucie County Fire District Fire Prevention Code Resolution 740-23, at least 13 feet 6 inches nominal vertical clearance shall be provided and maintained over the full width of all means of access (including, but not limited to trees, canopies, etc.)**

9. **The Fire District reserves the right for future comments at the site plan & building construction phase.**

10. **Fire apparatus access roads shall be provided such that any portion of the facility or any portion of an exterior wall of the first story of the building is located not more than 150 ft from fire apparatus access roads as measured by an approved route around the exterior of the building or facility. NFPA 1 18.2.3.2.2. (*Installation of a sprinkler system will be required if this distance requirement is not met.)***

11. **Where buildings are protected throughout with an approved automatic sprinkler system that is installed in accordance with NFPA 13, NFPA 13R, or NFPA 13D, the distance in 18.2.3.2.2 shall be permitted to be increased to 450 ft (137 m). (NFPA 1 18.2.3.2.2.1)**

12. **Please provide a truck circulation detail.**

13. **Be advised: Dimensions of largest vehicle are as follows: 38 tons or 77,000 lbs, 47.5 ft. total length, 21.5 ft. wheel base, 10.5 ft. total width, 41.5 degree turning radius. (SLCFD Resolution 740-23)**

14. **Minimum roadway pavement width (two-way traffic) shall be twenty (20) ft. (SLCFD Resolution 740-23)**

ST. LUCIE COUNTY FIRE DISTRICT
Community Risk Reduction Division
Office of the Fire Marshal

Telephone: **(772) 621-3322**
Fax: **(772) 621-3604**

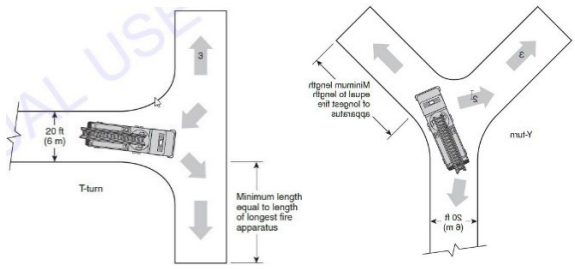
15. **Minimum roadway pavement width (one-way traffic) shall be twelve (12) ft. (SLCFD Resolution 740-23)**

16. **Fire apparatus access roads connecting to roadways shall be provided with curb cuts extending at least 2 ft (0.61 m) beyond each edge of the fire apparatus access road. (NFPA 1 18.2.3.5.3.3)**

17. **The angle of approach and departure for any means of fire apparatus access road shall not exceed 1 ft drop in 20 ft (0.3 m drop in 6 m) or the design limitations of the fire apparatus of the fire department, and shall be subject to approval by the AHJ.(NFPA 1 18.2.3.5.6.2)**

18. **A fire department access road shall extend to within 50 ft (15 m) of at least one exterior door that can be opened from the outside and that provides access to the interior of the building. (NFPA 1.18.2.3.2.1)**

19. **Dead-end roadways serving commercial or residential occupancies must include a cul-de-sac when the roadway length exceeds one hundred-fifty (150) feet. "Y" or "T" type turnaround arrangements are permitted. The minimum length must be equal to the length of the longest fire apparatus. (SLCFD Resolution 740-23)**



20. **Fire hydrants (shall be) are provided for buildings other than detached one-and-two-family dwellings IAW both of the following 1) The maximum distance to a fire hydrant from the closest point in the building shall not exceed 400 feet. 2) The maximum distance between fire hydrants shall not exceed 500 feet. NFPA 1:18.5.3. Please provide fire flow calculations for hydrants.**

21. **Fire Hydrants (shall be) are provided for detached one- and two-family dwellings IAW both of the following: 1) The maximum distance to a fire hydrant from the**

closet point on the building shall not exceed 600 feet. 2) The maximum distance between fire hydrants shall not exceed 800 feet. NFPA 1:18.5.2.

22. **An approved water supply capable of supplying the required fire flow for fire protection (shall be) is identified to all premises upon which facilities, buildings, or portions of buildings which are to be constructed or moved into the jurisdiction. The approved water supply shall be in accordance with NFPA 1:18.4.**

23. **Fire department connections shall be located on the street side of buildings and shall be located and arranged so that hose lines can be readily attached to the inlets without interference from any nearby objects, including buildings, fences, landscaping, or other fire department connections. The locations of connections shall be based upon the access requirements of the fire department.**

24. **The distance allowed between the fire department connection and a fire hydrant shall be no more than one hundred fifty (150) feet as a vehicle travels.**

25. **Where underground water mains and hydrants are to be provided, they shall be installed, completed, and in service prior to commencing construction work on any structure. It is not intended to prohibit the construction of non-combustible structure foundation elements such as foundations and footings prior to the completion of underground water mains and hydrants (NFPA 1 16.4.3.1.3).**

26. **The minimum size of water mains for supplying water for firefighting purposes shall be six (6) inches. b. The minimum size of water mains supplying hydrants on a dead end main shall be eight (8) inches. c. The maximum number of hydrants located on a dead end main shall be one (1). d. Grid or Tee systems shall be supplied by a minimum of an eight (8) inch looped main. Exceptions may be granted based on the capacity of the water distribution system but in no case shall the main size be less than six (6) inches. e. The minimum size water main(s) shall be determined by the needed fire flow as established by the Fire Marshal and based on the current Insurance Service Office (ISO) requirements.**

27. **Hydrants shall be located no more than 12ft. from the curb of roadways or from the edge of payment. Clearances of three feet (3 ft.) shall be maintained around the circumference of hydrants. A clear space of not less than five feet (5ft.) shall be provided in front of each hydrant connection having a diameter greater than 2 ½ inches. The center of hose outlet shall be not less than 18 inches above final grade. (SLCFD Fire Prevention Code Resolution 740-23).**

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28. Site Plans submitted in accordance with this Fire Prevention Code shall include the size, layout, and offsite connections for the water distribution system and the location of all existing and proposed fire hydrants within one thousand (1,000) feet of the proposed project.

April 15, 2025

PROJECT: Sunrise Village Apartments

REF: PZSITE2025-00009

TO: Kerry Driver

FROM: Grant Chambers

The following comments are offered by SLC PW - Engineering:

1. A traffic analysis including turn lane analysis is required at the cost of the applicant. The County and City have adopted the TPO's standard methodology for traffic analysis. Please coordinate with Kori Benton in the County's Planning department.
2. Additional Right-of-Way may be required if turn lanes are required.

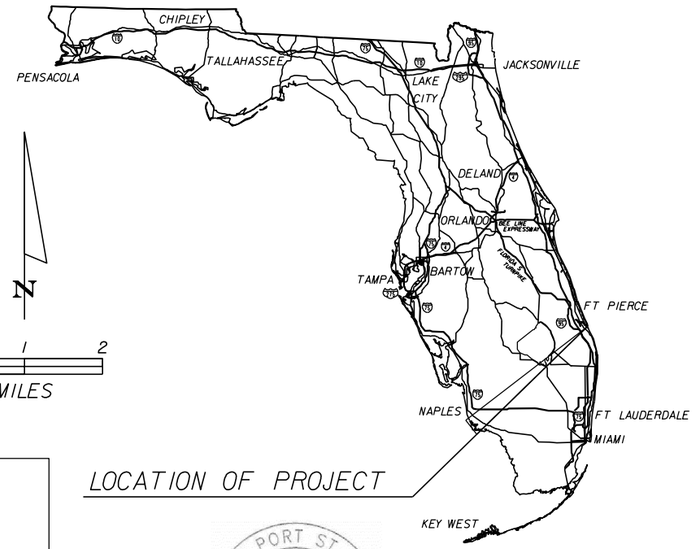
Cc: Alicia Rosenthal

COMPONENTS OF CONTRACT PLANS SET

BUS SHELTER PLANS

CITY OF PORT ST. LUCIE
STATE OF FLORIDA

CONCEPT BUS SHELTER PLANS
FOR
US 1 TRANSIT CORRIDOR BUS SHELTERS
CPSL NO. 20130119

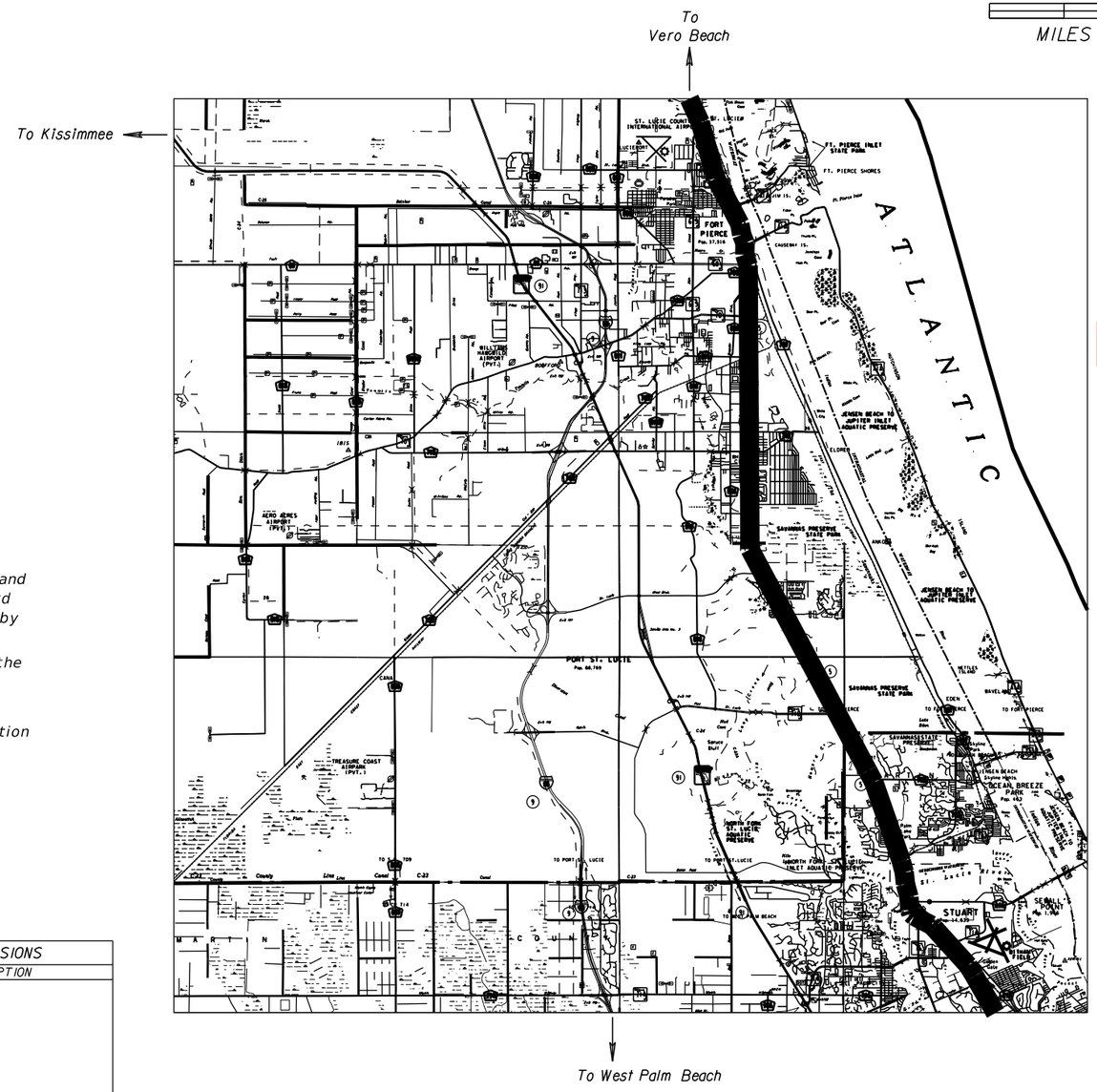


LOCATION OF PROJECT

A DETAILED INDEX APPEARS ON THE KEY SHEET OF EACH COMPONENT

INDEX OF BUS SHELTER PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SUMMARY OF PAY ITEMS
3	PROJECT LAYOUT
4	GENERAL NOTES
5-6	BUS SHELTER DETAILS
7	SLAB FOUNDATION DETAIL
8-23	SITE PLAN
24	SOIL BORING LOCATION MAP
25-32	REPORT OF SOIL BORINGS



GOVERNING STANDARDS AND SPECIFICATIONS:

Florida Department of Transportation, 2015 Design Standards and revised Index Drawings as appended herein, and 2015 Standard Specifications for Road and Bridge Construction, as amended by Contract Documents.

For Design Standards click on the "Design Standards" link at the following web site:
http://www.dot.state.fl.us/rddesign/

For the Standard Specifications for Road and Bridge Construction click on the "Specifications" link at the following web site:
http://www.dot.state.fl.us/specificationsoffice/

CONCEPT PLANS PREPARED BY:
KIMLEY-HORN AND ASSOCIATES. INC.
1920 WEKIVA WAY, SUITE 200
WEST PALM BEACH, FLORIDA 33411
(561) 845-0665 PHONE
(561) 863-8175 FAX

KEY SHEET REVISIONS	
DATE	DESCRIPTION

James E. Angstadt, P.E.
Interim Public Works Director

CLIENT:
CITY OF PORT ST. LUCIE
PUBLIC WORKS DEPARTMENT
~~PATRICIA ROEDLING, P.E.~~
121 SW PORT ST. LUCIE BLVD
PORT ST. LUCIE, FLORIDA 34984
PHONE (772) 871-5177

BUS SHELTER SHOP DRAWINGS TO BE SUBMITTED TO:
KELLY T. SCHWARZ, P.E.
KIMLEY-HORN AND ASSOCIATES. INC.
1920 WEKIVA WAY, SUITE 200
WEST PALM BEACH, FLORIDA 33411

PLANS PREPARED BY:
KIMLEY-HORN AND ASSOCIATES. INC.
1920 WEKIVA WAY, SUITE 200
WEST PALM BEACH, FLORIDA 33411
(561) 845-0665 PHONE
(561) 863-8175 FAX

CONTRACT NO. C9084
VENDOR NO. VF-560-885-615-001
CERTIFICATE OF AUTHORIZATION NO. 696

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

100% SUBMITTAL

ROADWAY PLANS
ENGINEER OF RECORD: KELLY T. SCHWARZ, P.E.

P.E. NO.: 71507

FISCAL YEAR	SHEET NO.
15	1

CITY OF PORT ST. LUCIE PROJECT MANAGER: CLYDE CUFFY

Pay Item Number [1]	Pay Item Description [1]	Unit	Total Quantity
101-1	Mobilization	LS	1
102-1	Maintenance of Traffic	LS	1
104-10-3	Sediment Barrier	LF	131
104-18	Inlet Protection System	EA	11
110-1-1	Clearing and Grubbing	AC	0.35
120-1	Regular Excavation	CY	169
120-6	Embankment	CY	176
400-11	Class NS Concrete - Gravity Wall	CY	12.8
430-174-215	Pipe Culvert Optional Material (SD, Elliptical/Arch, 15")	LF	12
430-984-623	Mitered End Section (SD, Elliptical/Arch, 15")	EA	2
515-1-2	Pipe Handrail - Guiderail (Aluminum)	LF	82
519-78	Bollards	EA	12
522-1	Concrete Sidewalk and Driveways, 4" Thick	SY	429
522-4	Bus Shelter Pad - Concrete	SY	186
527-2	Detectable Warnings	SF	82
570-1-2	Performance Turf	SY	534
635-2-11	Pull & Splice Box	EA	16
700-1-51	Single Post Sign (Relocate, Up to 12 SF)	AS	13
751-36-13	Bicycle Rack (F&I, Medium)	EA	16
751-35-12	Bus Shelter (F&I, 50-100 Feet)	EA	14
751-35-13	Bus Shelter (F&I, 101-150 Feet)	EA	2
751-37	Trash Receptacle	EA	16
751-38-11	Bench (F&I, Aluminum)	EA	16
CUSTOM	Remove Existing Bench	EA	5
CUSTOM	Swale Liner (Install Only)	LF	86
CUSTOM	As-Built Survey	LS	1

(1) Pay Item Number and Description from FDOT Basis of Estimates 2014 Edition

PAY ITEM NOTES

1. PAY ITEM NO. 110-1-1 - INCLUDES ALL CLEARING AND GRUBBING, INCLUDING THE TRIMMING AND REMOVAL OF EXISTING TREES
2. PAY ITEM NO. 522-4 - BUS SHELTER PAD, CONCRETE- SHALL INCLUDE PAYMENT FOR ALL REINFORCING STEEL, CONDUIT, EXCAVATION, HAUL AND DISPOSAL OF EXCAVATED MATERIAL FROM THE STATION SITE. AS WELL AS SAWCUTS, HARDSCAPE DETAILING AND CONCRETE FINISH WORK.
3. PAY ITEM NO. 570-1-2 - INCLUDES THE COST OF SOD AND UNDERLYING SAND LAYER SHOWN IN THE SWALE LINER DETAIL. SWALE LINER MATERIAL PROVIDED BY THE CITY OF PORT ST. LUCIE.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Kimley-Horn and Associates, Inc.
Certificate Of Authorization No. 696
Kelly T Schwarz, P.E.
P.E. License No. 71507
1920 Wekiva Way, Suite 200
West Palm Beach, Florida 33411

CITY OF PORT ST. LUCIE
121 S.W. PORT ST. LUCIE BLVD
PORT ST. LUCIE, FL 34984

ROAD NO.	COUNTY
	ST. LUCIE

SUMMARY OF PAY ITEMS

SHEET NO. 2

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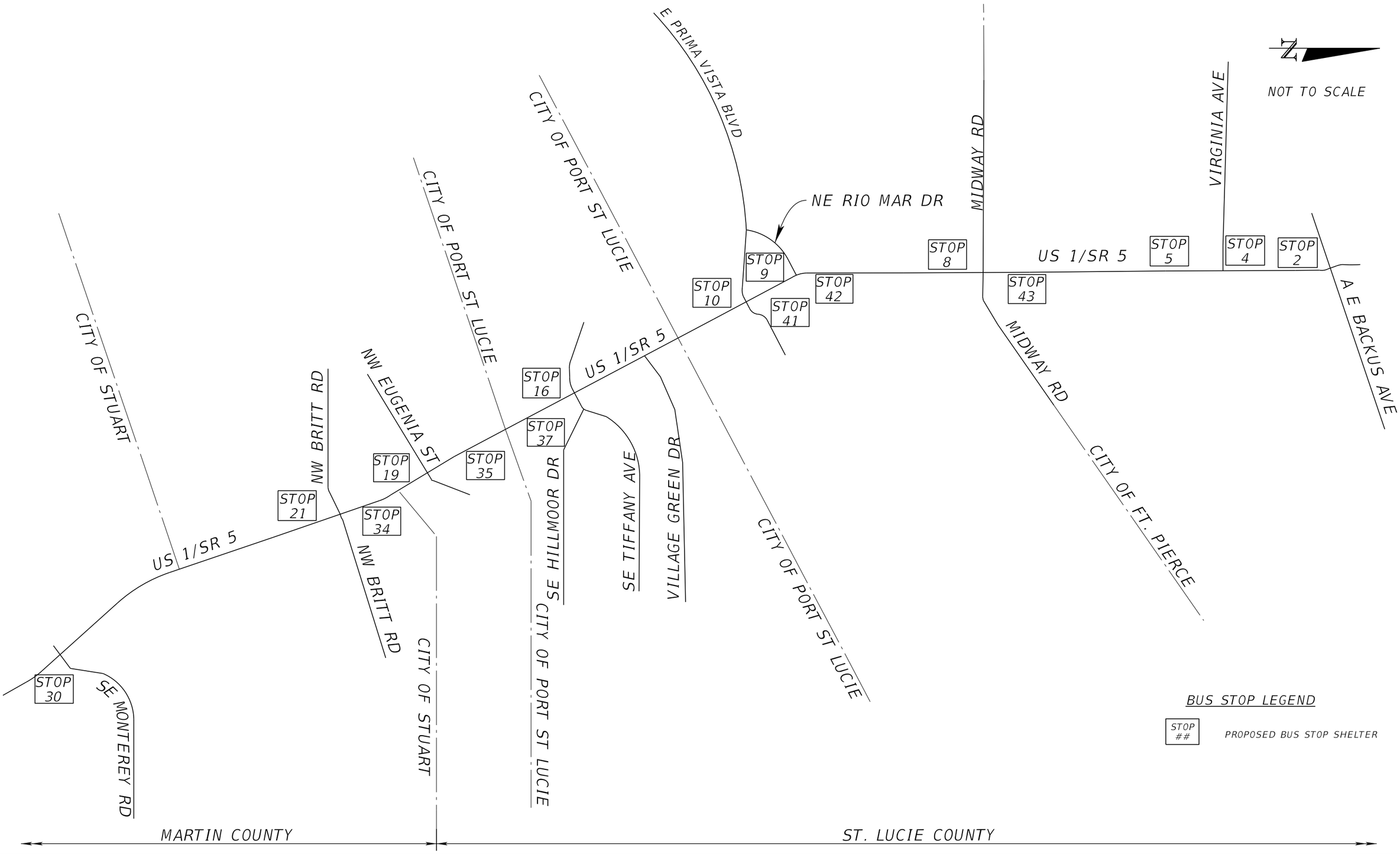

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PORT ST. LUCIE, FL 34984

ROAD NO.	COUNTY
	ST. LUCIE

PROJECT LAYOUT

SHEET NO. 3

kelly.schwarz 1/7/2015 3:24:59 PM K:\WPB_Design\044261003_US 1 Transit Bus Shelters\044261003\roadway\PLAYRD01.DGN

1. LOCATION, ELEVATION, AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES ARE SHOWN IN ACCORDANCE WITH THE BEST INFORMATION AVAILABLE AT TIME OF THE PREPARATION OF THE PLANS BUT DO NOT PURPORT TO BE ABSOLUTELY CORRECT.

2. THE CONTRACTOR SHALL VERIFY THE LOCATION, ELEVATION, AND DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES AFFECTING HIS/HER WORK AND SHALL COMPLY WITH ALL STATE, COUNTY, AND LOCAL ORDINANCES AND OBTAIN ANY NECESSARY WORK PERMITS THAT MAY BE REQUIRED PRIOR TO CONSTRUCTION.

3. THE CONTRACTOR SHALL PROVIDE AT LEAST 2 BUSINESS DAYS NOTICE TO THE VARIOUS UTILITY COMPANIES, IN ORDER TO LOCATE AND IDENTIFY THEIR EXISTING UNDERGROUND FACILITIES PRIOR TO CONSTRUCTION, AS ESTABLISHED BY THE "UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY ACT."

4. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL OF THE COORDINATION OF CONSTRUCTION SCHEDULING BETWEEN THE CONTRACTOR AND ALL UTILITY AGENCIES.

   NOTE:
   THIS INCLUDES MEETING WITH UTILITY AGENCIES PRIOR TO THE PRE-CONSTRUCTION CONFERENCE TO ADJUST THEIR SCHEDULES TO COINCIDE WITH THE CONTRACTORS CONSTRUCTION SCHEDULE.

5. MAINTENANCE OF TRAFFIC WILL BE THE RESPONSIBILITY OF THE CONTRACTOR AND MUST BE APPROVED BY THE GOVERNING AGENCY PRIOR TO ITS IMPLEMENTATION.

6. OVERALL CLEAN-UP SHALL BE ACCOMPLISHED BY THE CONTRACTOR IN ACCORDANCE WITH THE LOCAL JURISDICTION OR FDOT STANDARDS. ANY AND ALL EXPENSES INCURRED FOR THIS WORK SHALL BE INCLUDED IN THE UNIT PRICE BID FOR OTHER ITEMS.

7. ALL SIDEWALK RAMPS SHALL BE BUILT PER THE LATEST FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS AT THE TIME OF BID.

8. SIDEWALK AND BUS PAD CROSS SLOPES SHALL NOT EXCEED 2% POSITIVE OR NEGATIVE GRADE. ALL SIDEWALK AND BUS PAD AREAS EXCEEDING 2% DURING CONSTRUCTION WILL BE REMOVED AND REPLACED AT NO ADDITIONAL COST TO THE OWNER.

9. ALL EXISTING DRAINAGE STRUCTURES ARE TO REMAIN UNLESS OTHERWISE NOTED.

10. THE CONTRACTOR IS REQUIRED TO SAW CUT EXISTING PAVEMENT AND PROVIDE EXPANSION MATERIAL WHERE NECESSARY TO PROVIDE A UNIFORM CONSTRUCTION JOINT FOR ALL AREAS REQUIRING WIDENING OR CURB CONSTRUCTION. THE COST ASSOCIATED WITH SAW CUTTING AND INSTALLING EXPANSION JOINT FILLER (1/2") WILL BE INCIDENTAL TO THE ADJACENT WORK.

11. BENCHMARK DATUM IS FLORIDA STATE PLANE COORDINATE SYSTEM (EAST ZONE 901) NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD '88).

12. ALL SIDEWALK PLACED OUTSIDE THE SHELTER PAD SHALL BE 4" THICK UNLESS OTHERWISE NOTED.

13. ALL EXISTING SIGNS WITHIN THE PROJECT LIMITS SHALL REMAIN UNLESS OTHERWISE NOTED.

14. UTILITY OWNERS:

COMPANIES	CONTACT	PHONE NUMBER
AT&T/T	GREG JACOBSON	813-342-0512
COMCAST BOCA DELRAY	TONY SPRINGSTEEL	772-692-9010
CITY OF FT. PIERCE	TRACY TELLE	772-467-3776
FT. PIERCE UTILITY AUTHORITY	VALERIE SCHULTE	772-466-1600 EXT 3402
LEVEL 3 COMMUNICATIONS	NETWORK RELATIONS	877-366-8344 EXT 2
MCI	CHUCK CZUMAK	941-906-6703
AT&T/DISTRIBUTION	MARK GUTIERREZ	772-460-4443
SPRINT NEXTEL	MARK CALDWELL	321-287-9942
FLORIDA POWER AND LIGHT	TRACY STERN	800-868-9554
CITY GAS COMPANY OF FLORIDA	RON MULLER	321-638-3424
CITY OF PORT ST. LUCIE	MIKE LEPELLETIER/PAUL JOHNSON	772-873-6424/772-871-5182
MARTIN COUNTY BOARD OF COMMISSIONERS	DAMIAN BONO	772-288-5528
CITY OF STUART	DAVE TYLER	772-288-5377
TECO PEOPLES GAS	YVONNE GOLDMAN	954-453-0824

811 Know what's below. Call before you dig.

TRAFFIC CONTROL PLAN

1. THE CONTRACTOR SHALL ADHERE TO THE REQUIREMENTS SET FORTH IN THE LATEST VERSIONS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND 600 SERIES OF THE FDOT DESIGN STANDARDS AT ALL TIMES.

2. INSTALL ADVANCE WARNING SIGNS AND BARRICADES IN ACCORDANCE WITH THE 600 SERIES OF THE STANDARD INDEX.

3. EXISTING POSTED SPEED SHALL REMAIN DURING CONSTRUCTION. TRAFFIC SHALL BE MAINTAINED ON PAVED SURFACES AT ALL TIMES.

4. EXISTING SIDEWALK WILL BE CLOSED AS NECESSARY TO ACCOMMODATE CONSTRUCTION. CONTRACTOR WILL PLACE NECESSARY SIDEWALK CLOSURE SIGNAGE IN ACCORDANCE WITH STANDARD INDEX 660.

5. FLAGGING OPERATIONS MAY BE USED WHEN CONSTRUCTION ACTIVITIES OCCUR IN AREAS WHERE OTHER OPERATIONS ARE NOT POSSIBLE. WORK SHALL BE PERFORMED IN ACCORDANCE WITH INDEX 600 SERIES.

SITE / STOP	ALONG ROADWAY	DESIGN SPEED (MPH)
BENTON BUILDING / STOP 2	SR 5 / US 1	45
K-MART PLAZA / STOP 4	SR 5 / US 1	45
SABAL PALM PLAZA / STOP 5	SR 5 / US 1	45
MIDWAY ROAD NORTH / STOP 43	SR 5 / US 1	45
MIDWAY ROAD SOUTH / STOP 8	SR 5 / US 1	45
RIO MAR NORTH / STOP 42	SR 5 / US 1	45
RIO MAR SOUTH / STOP 9	SR 5 / US 1	45
PRIMA VISTA CROSSINGS / STOP 41	E PRIMA VISTA BOULEVARD	35
CHASE BANK / STOP 10	S ENTRADA AVENUE	25
CVS PHARMACY / STOP 16	SR 5 / US 1	45
TC MEDICAL CENTER / STOP 37	SE HILLMORE DRIVE	30
CRACKER BARREL / STOP 35	SR 5 / US 1	45
LOWES & BJ / STOP 19	SR 5 / US 1	45
PINEAPPLE COMMONS / STOP 34	SR 5 / US 1	45
BRITT ROAD / STOP 21	SR 5 / US 1	45
STUART CENTER / STOP 30	SR 5 / US 1	45

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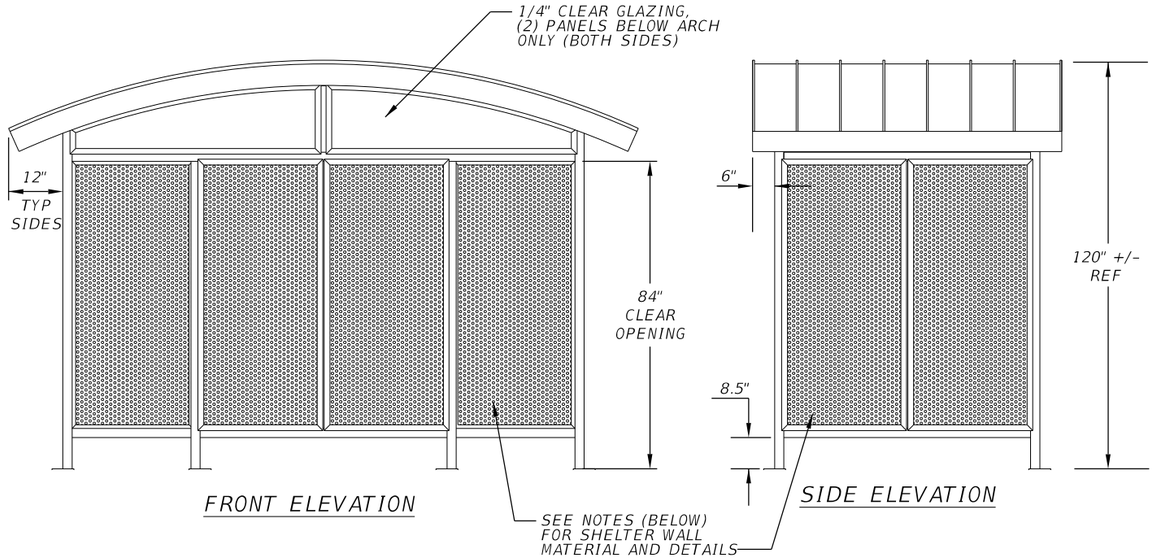
ROAD NO.	COUNTY
	ST. LUCIE

GENERAL NOTES

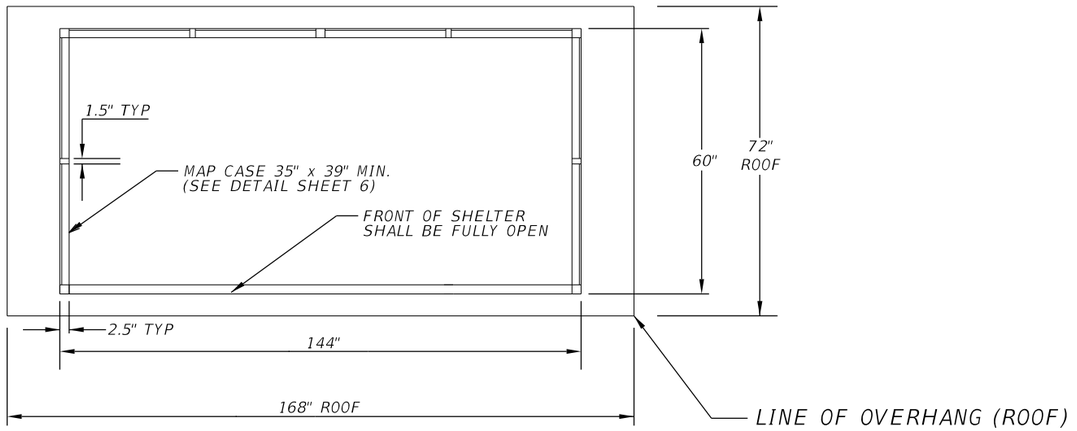
SHEET NO. 4

5' X 12' BUS SHELTER



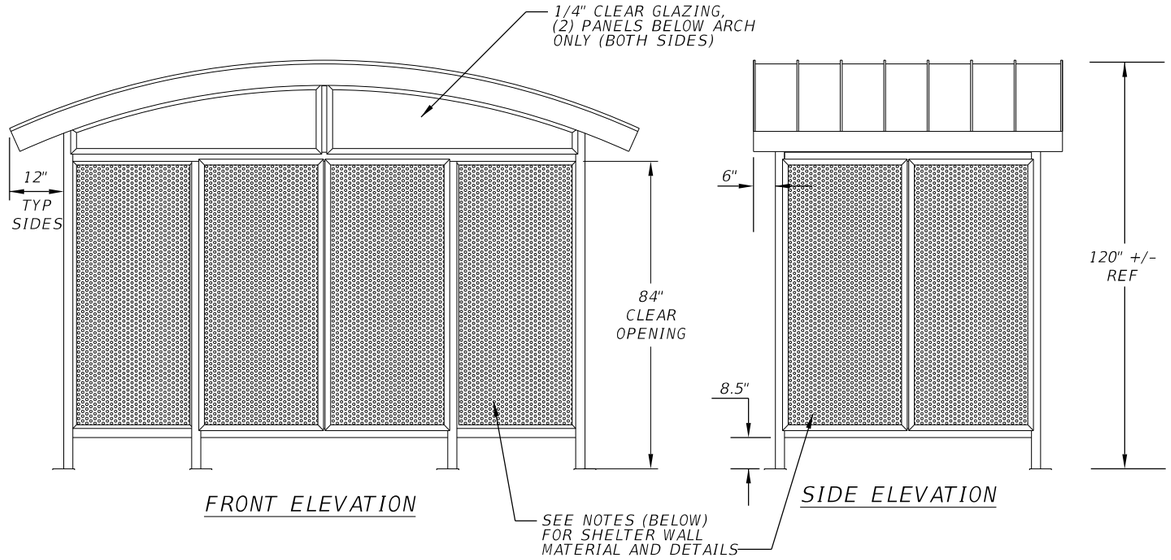
FRONT ELEVATION

SIDE ELEVATION



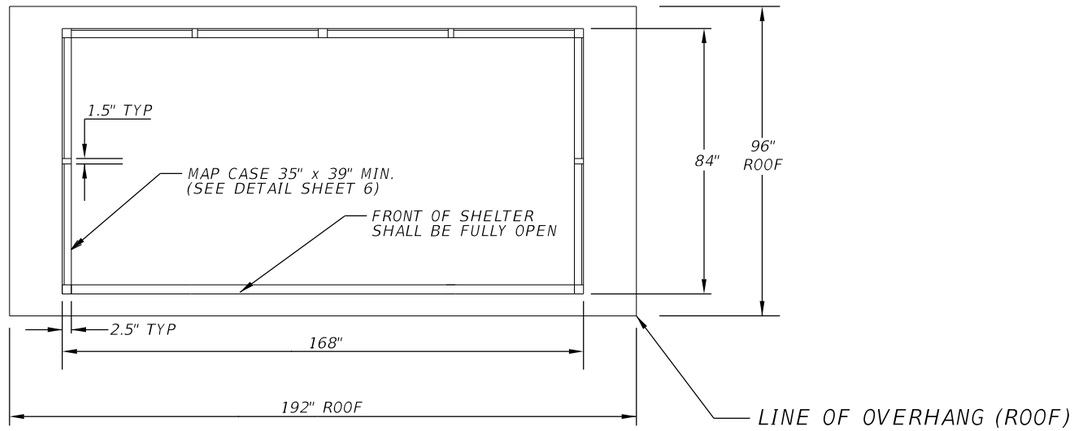
PLAN VIEW

7' X 14' BUS SHELTER



FRONT ELEVATION

SIDE ELEVATION



PLAN VIEW

NOTES FOR BOTH SIZE SHELTERS

1. BUS SHELTER SHALL BE A REVERSE BARRELL VAULT ROOF AS MANUFACTURED BY DUO-GUARD INDUSTRIES, INC (OR APPROVED EQUAL).
2. ALUMINUM FINISH TO BE CLEAR ANODIZED.
3. ROOF TO BE 0.032 ALUMINUM METAL STANDING SEAM PANS, "STONE WHITE" COLOR.
4. SHELTER SHALL HAVE PERFORATED PANELS ON THE BACK AND BOTH SIDES AND FULLY OPEN ON THE FRONT. PANEL WALL GLAZING TO BE 0.125 CLEAR ANODIZED PERFORATED ALUMINUM WITH 1/4" HOLES ON 3/8" STAGGERED CENTERS.
5. PRE-WIRED, PER THE MANUFACTURER FOR FUTURE ELECTRICAL SERVICE (SEE SLAB FOUNDATION DETAIL SHEET).
6. A 35" X 39" MINIMUM MAP DISPLAY TO BE MOUNTED ON SIDEWALL OF SHELTER.
7. PLEASE REFER TO SHEET 7 FOR BUS SHELTER PAD DETAILS.

REVISIONS			
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CITY OF PORT ST. LUCIE
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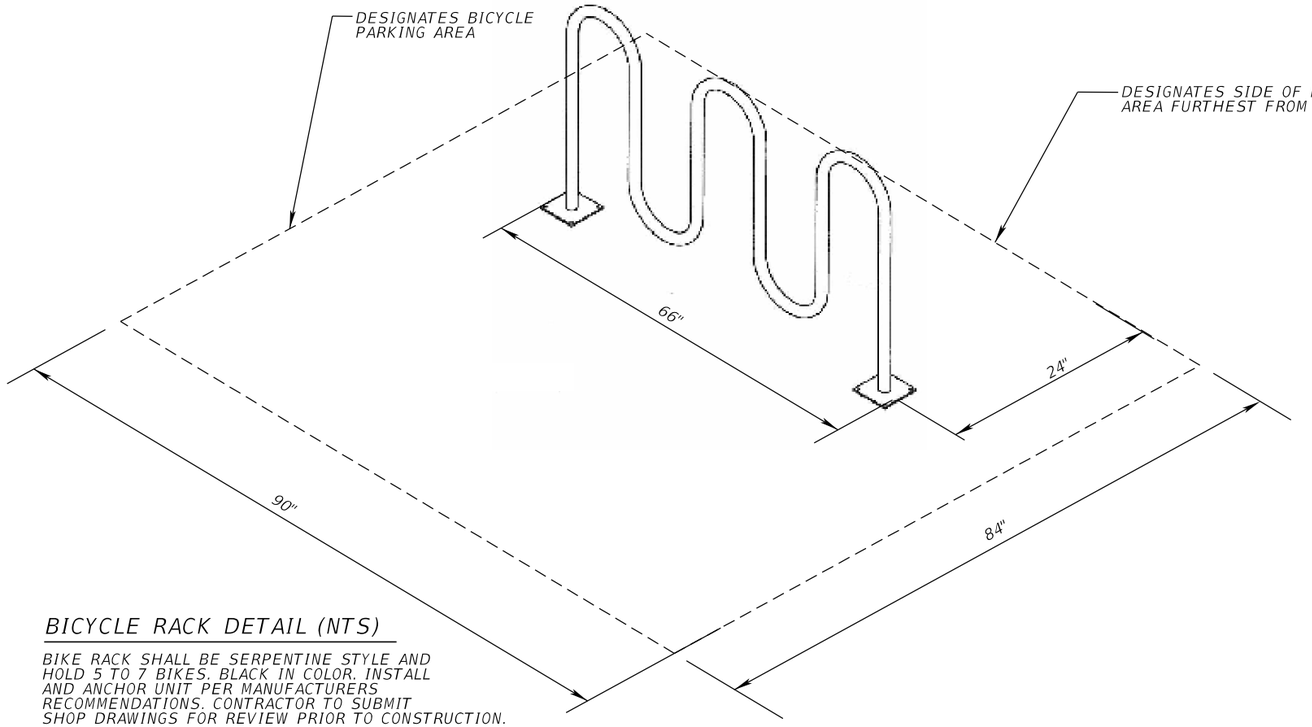
ROAD NO.	COUNTY
	ST. LUCIE

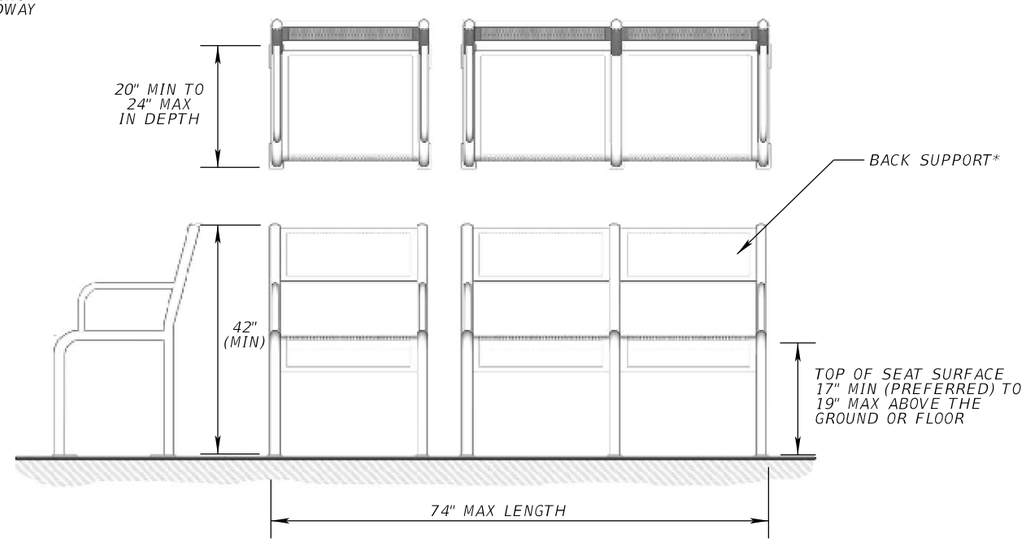
BUS SHELTER DETAILS

SHEET NO. 5



BICYCLE RACK DETAIL (NTS)

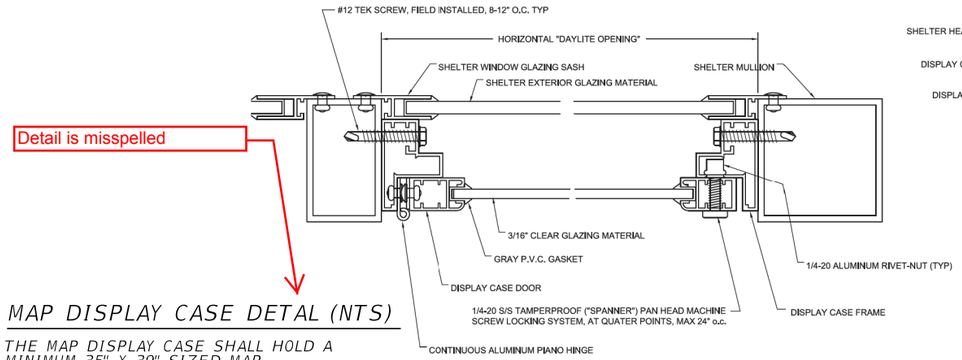
BIKE RACK SHALL BE SERPENTINE STYLE AND HOLD 5 TO 7 BIKES. BLACK IN COLOR. INSTALL AND ANCHOR UNIT PER MANUFACTURERS RECOMMENDATIONS. CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR REVIEW PRIOR TO CONSTRUCTION.



BENCH DETAIL (NTS)

BENCH SHALL BE AN ALUMNIUM THREE SEAT DIVIDED HOOP STYLE, BENCH SHALL PROVIDE FOR BACK SUPPORT. FINISH COLOR TO MATCH THE SHELTER. INSTALL PER MANUFACTURER'S RECOMMENDATIONS, UNIT MUST BE ANCHORED. CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR REVIEW PRIOR TO CONSTRUCTION.

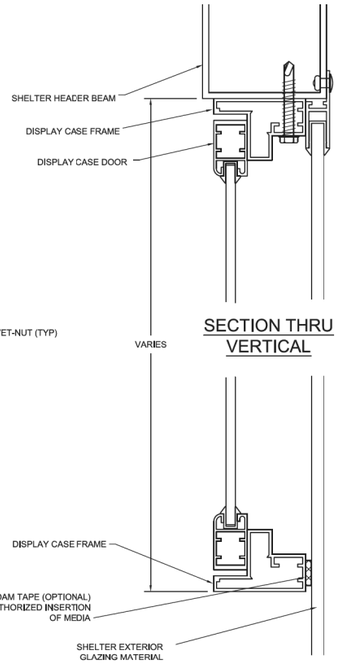
*BACK SUPPORT SHALL EXTEND FROM A POINT 2" (MAX) ABOVE THE SEAT SURFACE TO A POINT 18" (MIN) ABOVE THE SEAT SURFACE. BACK SUPPORT SHALL BE 2.5" (MAX) FROM THE REAR EDGE OF THE SEAT MEASURED HORIZONTALLY.



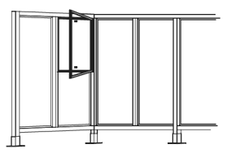
MAP DISPLAY CASE DETAL (NTS)

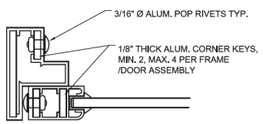
THE MAP DISPLAY CASE SHALL HOLD A MINIMUM 35" X 39" SIZED MAP. MAP DISPLAY CASE SHOP DRAWINGS SHALL BE SUBMITTED FOR APPROVAL.

SECTION THRU HORIZONTAL



SECTION THRU VERTICAL



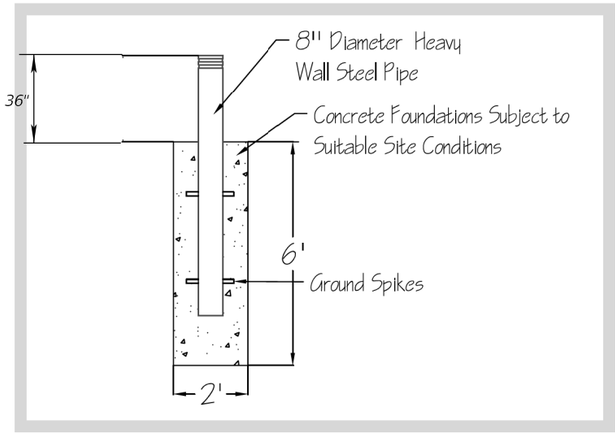


CORNER KEY DETAIL



TRASH RECEPTACLE DETAIL (NTS)

TRASH RECEPTACLE SHALL BE 32 GALLON WITH A BLACK POWDER COAT FINISH. THE TRASH RECEPTACLE SHALL BE MODEL R32DR WITH MODEL R32L LINER, MODEL R32FC LID AND SURFACE MOUNT KIT AS MANUFACTURED BY BELSON PRODUCTS. SHOP DRAWINGS FOR THE TRASH RECEPTACLE SHALL BE SUBMITTED FOR APPROVAL. INSTALL PER MANUFACTURER'S RECOMMENDATIONS, UNIT MUST BE ANCHORED.



BOLLARD DETAIL (NTS)

SHOP DRAWINGS FOR BOLLARDS SHALL BE SUBMITTED FOR APPROVAL.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Kimley–Horn and Associates, Inc.
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Kelly T Schwarz, P.E.
P.E. License No. 71507
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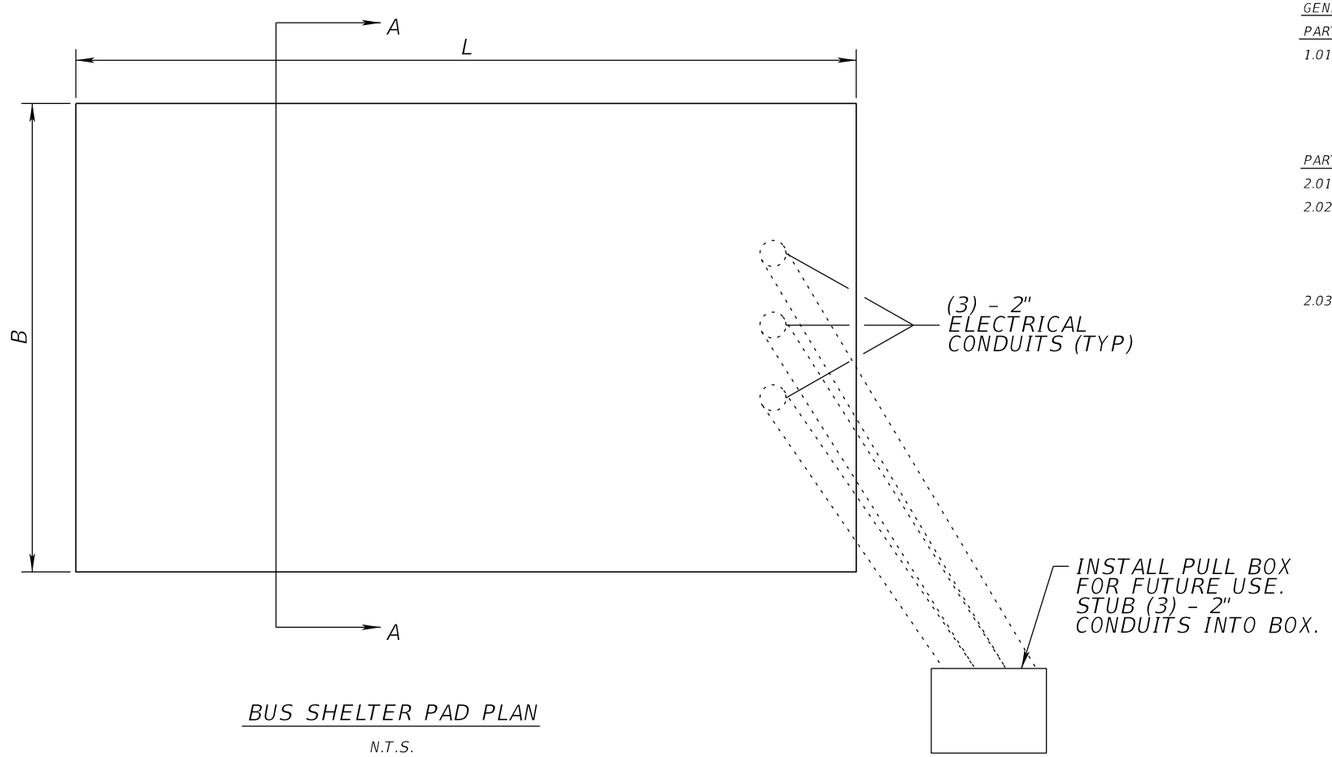
CITY OF PORT ST. LUCIE
121 S.W. PORT ST. LUCIE BLVD
PORT ST. LUCIE, FL 34984

ROAD NO.	COUNTY
	ST. LUCIE

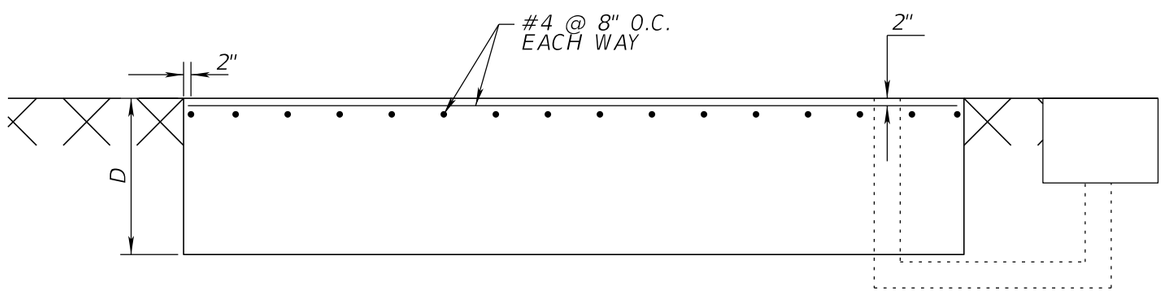
BUS SHELTER DETAILS

SHEET NO. 6



BUS SHELTER PAD PLAN

N.T.S.



SECTION A-A

N.T.S.

	B (IN)	L (IN)	D (IN)
5' X 12' BUS SHELTER	84	168	12
7' X 14' BUS SHELTER	108	192	12

NOTE:
CONTRACTOR TO SUBMIT SHOP DRAWINGS OF ANCHOR BOLT SPECIFICATIONS AND SIZE TO KIMLEY-HORN AND ASSOCIATES PRIOR TO MATERIAL FABRICATION OR BUS SHELTER INSTALLATION.

GENERAL NOTES AND SPECIFICATIONS

PART 1 – GENERAL

1.01 PROJECT IDENTIFICATION: BUS SHELTER CONCRETE PAD PREPARED BY KIMLEY-HORN AND ASSOCIATES, INC. BASED ON THE FOLLOWING INFORMATION:

NOMINAL WIND SPEED: 116 MPH
ULTIMATE WIND SPEED: 150 MPH
WIND PRESSURE: 33.3 PSF
EXPOSURE B
RISK CATEGORY I

PART 2 – WORK ELEMENTS / SPECIFICATIONS

2.01 GENERAL DESCRIPTION: THE WORK OF THIS CONTRACT INCLUDES CONCRETE AND STEEL.

2.02 WORK STANDARDS:

A. ALL WORK TO BE PERFORMED PER ACI 224, ACI 546, AND PRODUCT MANUFACTURER'S SPECIFICATIONS UNLESS OTHERWISE NOTED ON PLANS. REFER ANY CONFLICTS BETWEEN ACI SPECIFICATIONS AND MANUFACTURER'S SPECIFICATIONS TO THE ENGINEER FOR RESOLUTION.
B. WELDING: PERFORMED BY AN AWS CERTIFIED WELDER AND IN COMPLIANCE WITH AWS D.1.1. ALL WELD SIZES SHALL BE THE MAXIMUM ALLOWED BY MATERIAL BEING WELDED WITH E 70XX ELECTRODE.

2.03 REINFORCED CONCRETE

A. ALL CONCRETE MATERIALS, PLACING AND HANDLING SHALL BE IN ACCORDANCE WITH AMERICAN CONCRETE INSTITUTE PUBLICATIONS ACI 301 AND ACI 318.
B. CURING OF CONCRETE SHALL BE IN STRICT ACCORDANCE WITH ACI 301 PROVISIONS.
C. ALL STRUCTURAL CONCRETE SHALL BE HIGH EARLY STRENGTH (MINIMUM 4000 PSI IN 12 HOURS)
D. WATER SHALL NOT BE ADDED TO CONCRETE AT THE JOBSITE UNLESS SPECIFIC AUTHORIZATION IS INDICATED ON THE DELIVERY TICKET. NOTIFY ENGINEER OF TOTAL QUANTITY OF WATER ADDED TO ANY TRUCK. REPEAT NECESSARY TESTING IF WATER IS ADDED AFTER INITIAL SAMPLING.
E. ALL ANCHOR BOLTS SHALL BE ACCURATELY SET WITHIN A TOLERANCE OF +/- 1/16 INCH IN BOTH ELEVATION AND LOCATION.
F. ALL CONCRETE SHALL BE PLACED IN THE DRY. ALL FORMS SHALL BE FREE OF STANDING WATER.
G. ALL CONCRETE SHALL BE VIBRATED IN PLACE IN ACCORDANCE WITH ACI RECOMMENDED PRACTICES. NO PLACING OF CONCRETE WILL BE COMMENCED UNLESS THERE ARE TWO OPERABLE CONCRETE VIBRATORS ON THE JOB SITE.
H. CONCRETE COVER OVER REINFORCING STEEL SHALL BE AS FOLLOWS, U.O.N.:
CONCRETE CAST AGAINST EARTH 3 IN.
ALL OTHER CONCRETE 2 IN.
I. PROVIDE 3/4 INCH CHAMFERS ON ALL EXPOSED EDGES, EXCEPT AS OTHERWISE NOTED.
J. ANY TIES, STRAPS OR OTHER METALLIC FORMWORK ITEMS SHALL BE REMOVED TO A DEPTH OF 1-1/2 INCHES MINIMUM BELOW FINISHED CONCRETE SURFACE. CONCRETE SHALL BE REPAIRED IN ACCORDANCE WITH ACI 301.
K. FORMED SURFACES SHALL RECEIVE A SMOOTH-FORM FINISH IN ACCORDANCE WITH ACI 301. OFFSET BETWEEN ADJACENT PIECES OF FORMWORK FACING MATERIAL SHALL NOT EXCEED "CLASS A" TOLERANCE REQUIREMENTS OF ACI 117 (I.E. 1/8 INCH MAX. OFFSET).
L. SLAB SURFACES SHALL RECEIVE A TROWELED FINISH IN ACCORDANCE WITH ACI 301. FINISH TOLERANCES SHALL BE IN ACCORDANCE WITH "VERY FLAT" CLASSIFICATION REQUIREMENTS OF ACI 117 (I.E. 1/8 INCH MAX. IN 10 FEET).
M. WHERE A NONSLIP FINISH IS REQUIRED, GIVE THE SURFACE A BROOM FINISH OR DRY-SHAKE APPLICATION OF FINELY CRUSHED ABRASIVE PARTICLES.
N. COORDINATE SIZE, TYPE AND LOCATION OF ALL PENETRATIONS, CONDUIT, CHAMFERS AND EMBEDDED ITEMS PRIOR TO CONCRETE PLACEMENT.
O. DO NOT IMPOSE SERVICE LOADS ON CONCRETE ELEMENTS UNTIL THE CONCRETE HAS REACHED ITS SPECIFIED MINIMUM COMPRESSIVE STRENGTH.

2.04 REINFORCING STEEL

A. REINFORCING STEEL SHALL BE OF DOMESTIC MANUFACTURE AND IN ACCORDANCE WITH ASTM A615 WITH SUPPLEMENT, GRADE 60; MAXIMUM WORKING STRESS OF 24,000 PSI.
B. TOLERANCES FOR REINFORCING BAR FABRICATION SHALL CONFORM TO THE CURRENT CRSI MANUAL OF STANDARD PRACTICE.
C. ALL REINFORCING STEEL SHALL BE UNCOATED (BLACK) DEFORMED BARS AND SHALL BE FREE FROM LOOSE RUST, SCALE OR OTHER COATINGS.
D. ALL REINFORCING STEEL SHALL BE ACCURATELY PLACED, RIGIDLY SUPPORTED AND FIRMLY TIED IN PLACE WITH BAR SUPPORTS AND SPACERS. VERIFY THAT PLACEMENT OF REINFORCING STEEL WILL NOT CONFLICT WITH SUBSEQUENT INSTALLATION OF ANCHOR BOLTS, FASTENERS OR FIELD-DRILLED COMPONENTS.
E. UNLESS OTHERWISE NOTED, LAP BOTTOM STEEL OVER STRUCTURAL SUPPORTS AND TOP STEEL AT MIDSPAN.
F. ALL LAP LENGTHS SHALL BE IN ACCORDANCE WITH ACI 318, ACI 530 AND CRSI STANDARD PRACTICES, U.O.N.
G. HOOK DISCONTINUOUS ENDS OF ALL TOP BARS AND ALL BARS IN WALLS U.O.N.
H. ACI STANDARD HOOKS SHALL BE USED AS A MINIMUM, U.O.N.
I. ALL DIMENSIONS PERTAINING TO LOCATION OF REINFORCING BARS ARE TO CENTERLINE OF BARS EXCEPT WHERE THE CLEAR DIMENSION IS SHOWN TO FACE OF CONCRETE.
J. SUBMIT SHOP DRAWINGS TO ENGINEER FOR REVIEW PRIOR TO FABRICATING REINFORCING STEEL. DO NOT REPRODUCE THE STRUCTURAL DRAWINGS FOR USE AS PLACING DRAWINGS OR SHOP DRAWINGS.
K. PROVIDE CONSTRUCTION JOINTS IN ACCORDANCE WITH ACI 318 AND SUBMIT DRAWINGS SHOWING LOCATIONS AND DIRECTION OF POUR FOR ENGINEER'S REVIEW. PROVIDE KEYWAYS AND ADEQUATE DOWELS AT ALL CONSTRUCTION JOINTS.
L. PROVIDE REINFORCING STEEL ERECTOR WITH A SET OF STRUCTURAL DRAWINGS FOR FIELD USE. INSPECT REINFORCING STEEL PLACEMENT FROM SHOP DRAWINGS.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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Arnoldo A. Artiles, P.E.
P.E. License No. 70645
1920 Wekiva Way, Suite 200
West Palm Beach, Florida 33411

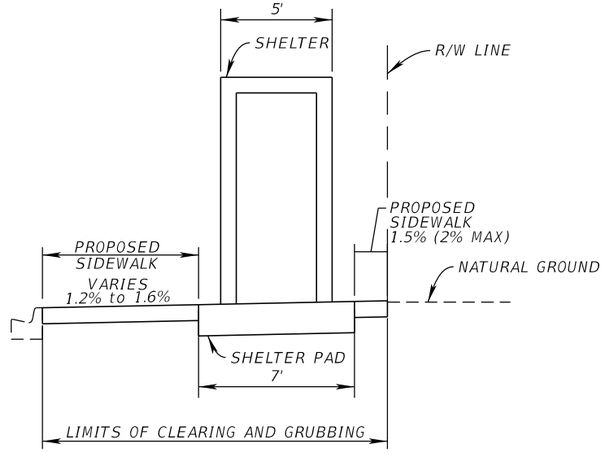
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

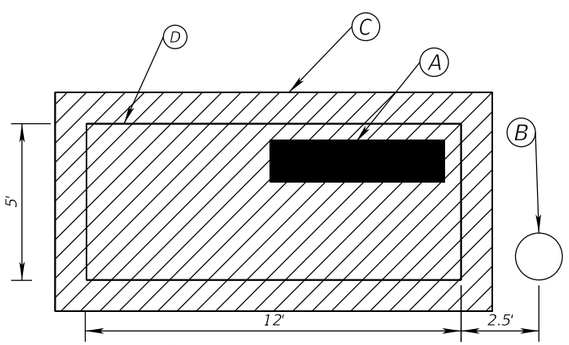
ROAD NO.	COUNTY	FINANCIAL PROJECT ID

SLAB FOUNDATION DETAIL

SHEET NO. 7

TYPICAL SECTION (NTS)





SHELTER DETAIL

SCALE: 1"=5'

SHELTER DETAIL KEY LEGEND

(A) THREE SEAT DIVIDED HOOPSTYLE BENCH. SEE SHEET 6 FOR DETAILS.

(B) 32 GALLON STEEL TRASH RECEPTACLE. SEE SHEET 6 FOR DETAILS.

(C) LIMITS OF BUS SHELTER PAD. SEE SLAB FOUNDATION DETAIL (SHEET 6).

(D) LIMITS OF BUS SHELTER. SEE BUS SHELTER DETAILS (SHEET 5).

LEGEND:

BUS SHELTER AND FOUNDATION PAD SEE DETAIL THIS SHEET

CONSTRUCT 4" THICK CONCRETE SIDEWALK

* SEE BICYCLE RACK DETAIL (SHEET 6)

STOP 2: BENTON BUILDING

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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Kelly T Schwarz, P.E.
P.E. License No. 71507
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West Palm Beach, Florida 33411

CITY OF PORT ST. LUCIE
121 S.W. PORT ST. LUCIE BLVD
PORT ST. LUCIE, FL 34984

ROAD NO.	COUNTY
	ST. LUCIE

SITE PLAN

SHEET NO. 8

LEGEND:

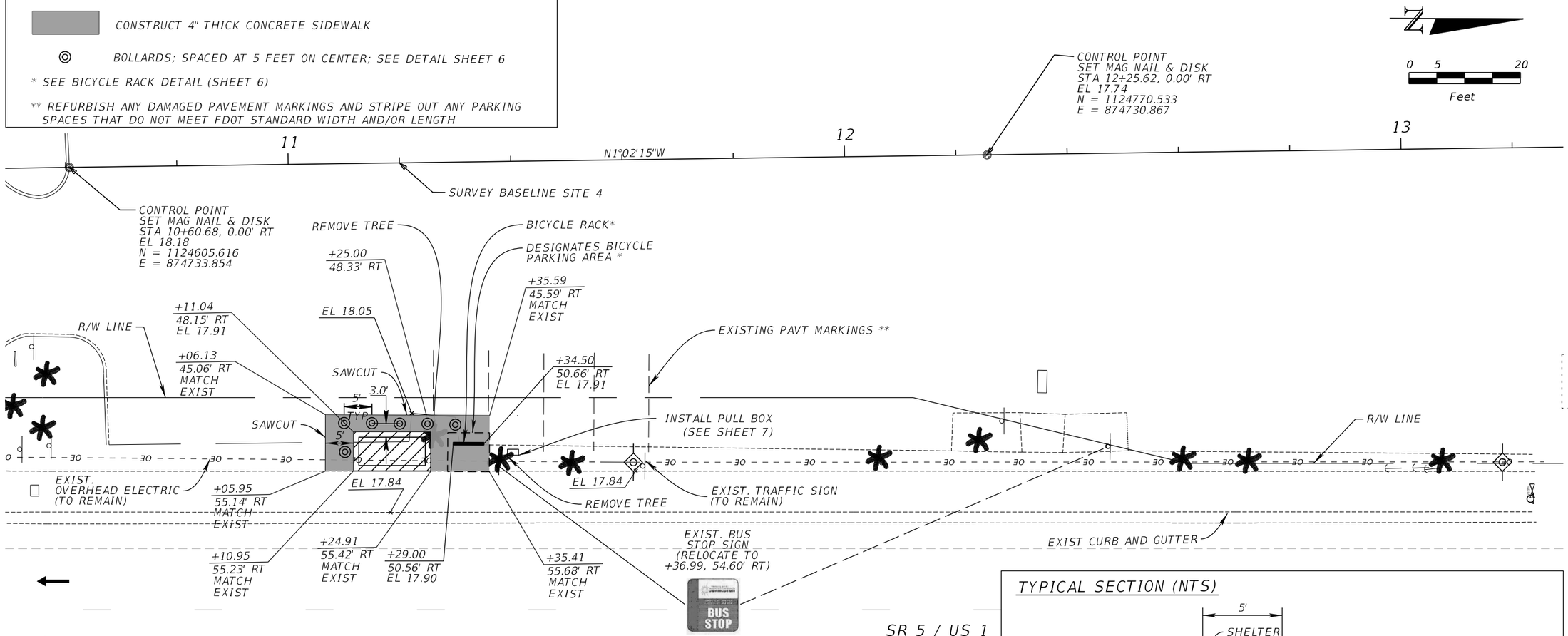
BUS SHELTER AND FOUNDATION PAD
SEE DETAIL THIS SHEET

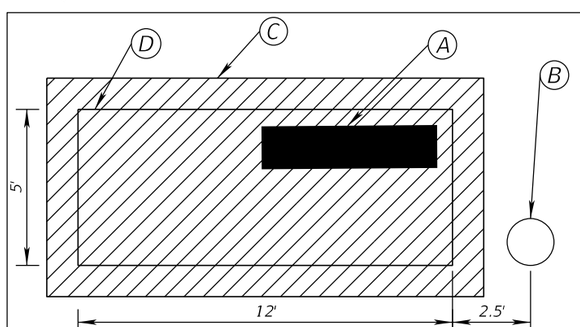
CONSTRUCT 4" THICK CONCRETE SIDEWALK

BOLLARDS; SPACED AT 5 FEET ON CENTER; SEE DETAIL SHEET 6

* SEE BICYCLE RACK DETAIL (SHEET 6)

** REFURBISH ANY DAMAGED PAVEMENT MARKINGS AND STRIPE OUT ANY PARKING SPACES THAT DO NOT MEET FDOT STANDARD WIDTH AND/OR LENGTH





SHELTER DETAIL

SCALE: 1"=5'

SHELTER DETAIL KEY LEGEND

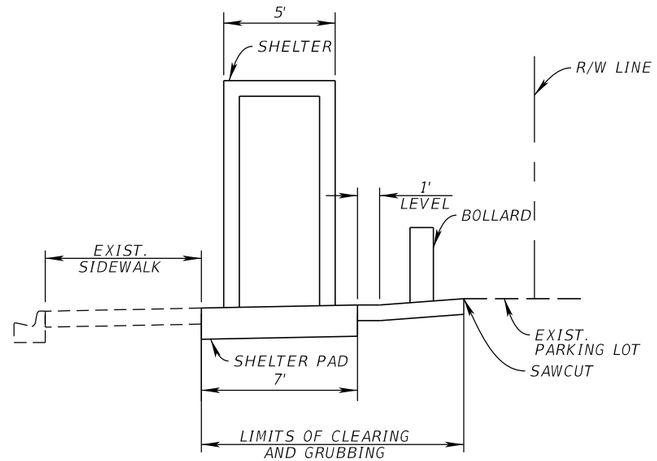
(A) THREE SEAT DIVIDED HOOPSTYLE BENCH.
SEE SHEET 6 FOR DETAILS.

(B) 32 GALLON STEEL TRASH RECEPTACLE.
SEE SHEET 6 FOR DETAILS.

(C) LIMITS OF BUS SHELTER PAD.
SEE SLAB FOUNDATION DETAIL (SHEET 6).

(D) LIMITS OF BUS SHELTER.
SEE BUS SHELTER DETAIL (SHEET 5).

TYPICAL SECTION (NTS)



STOP 4: K-MART PLAZA

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Kimley-Horn and Associates, Inc.
Certificate Of Authorization No. 696
Kelly T Schwarz, P.E.
P.E. License No. 71507
1920 Wekiva Way, Suite 200
West Palm Beach, Florida 33411

CITY OF PORT ST. LUCIE
121 S.W. PORT ST. LUCIE BLVD
PORT ST. LUCIE, FL 34984

ROAD NO.	COUNTY
	ST. LUCIE

SITE PLAN

SHEET NO. 9

LEGEND:

BUS SHELTER AND FOUNDATION PAD
SEE DETAIL THIS SHEET

CONSTRUCT 4" THICK CONCRETE SIDEWALK

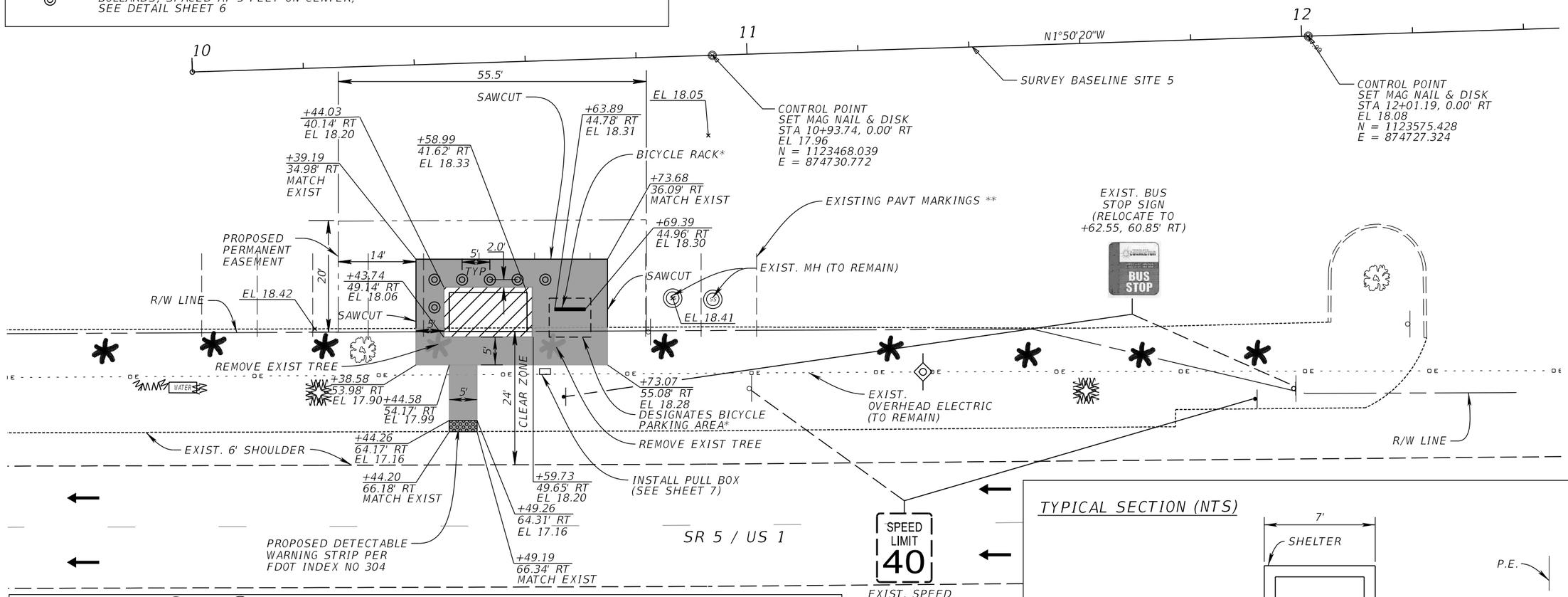
BOLLARDS; SPACED AT 5 FEET ON CENTER;
SEE DETAIL SHEET 6

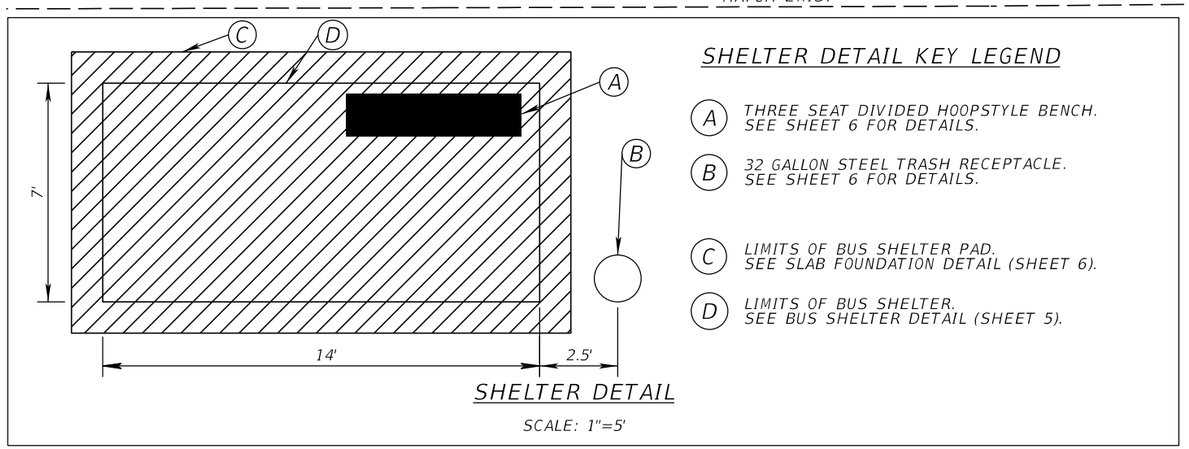
* SEE BICYCLE RACK DETAIL (SHEET 6)

** REFURBISH ANY DAMAGED PAVEMENT MARKINGS AND STRIPE OUT ANY PARKING SPACES THAT DO NOT MEET FDOT STANDARD WIDTH AND/OR LENGTH

N

0 5 20
Feet





SHELTER DETAIL KEY LEGEND

(A) THREE SEAT DIVIDED HOOPSTYLE BENCH. SEE SHEET 6 FOR DETAILS.

(B) 32 GALLON STEEL TRASH RECEPTACLE. SEE SHEET 6 FOR DETAILS.

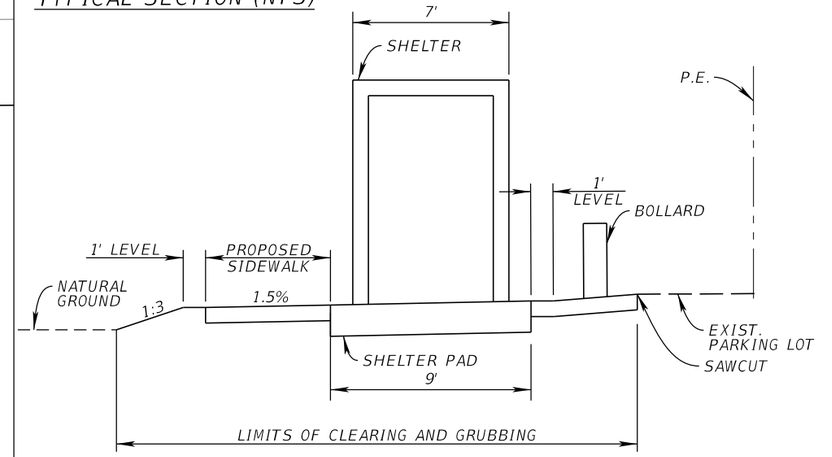
(C) LIMITS OF BUS SHELTER PAD. SEE SLAB FOUNDATION DETAIL (SHEET 6).

(D) LIMITS OF BUS SHELTER. SEE BUS SHELTER DETAIL (SHEET 5).

SHELTER DETAIL

SCALE: 1"=5'

TYPICAL SECTION (NTS)



STOP 5: SABAL PALM PLAZA

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Kimley–Horn and Associates, Inc.
Certificate Of Authorization No. 696
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P.E. License No. 71507
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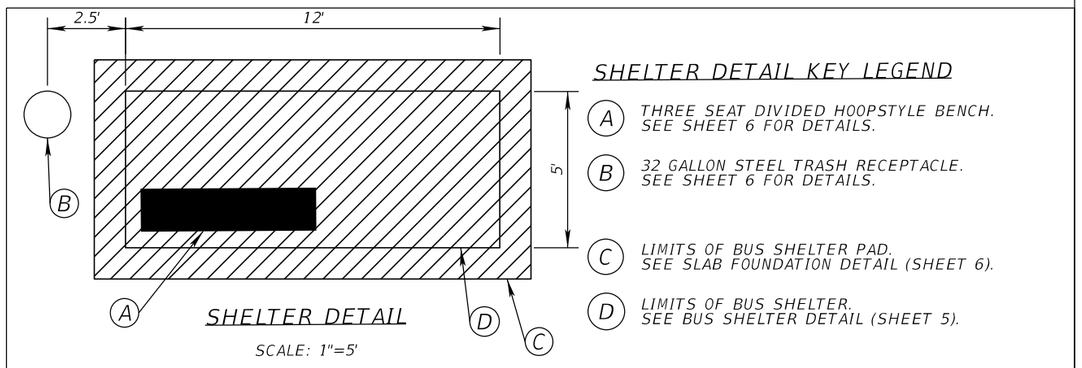
CITY OF PORT ST. LUCIE
121 S.W. PORT ST. LUCIE BLVD
PORT ST. LUCIE, FL 34984

ROAD NO.	COUNTY
	ST. LUCIE

SITE PLAN

SHEET NO. 10



SHELTER DETAIL

SCALE: 1"=5'

SHELTER DETAIL KEY LEGEND

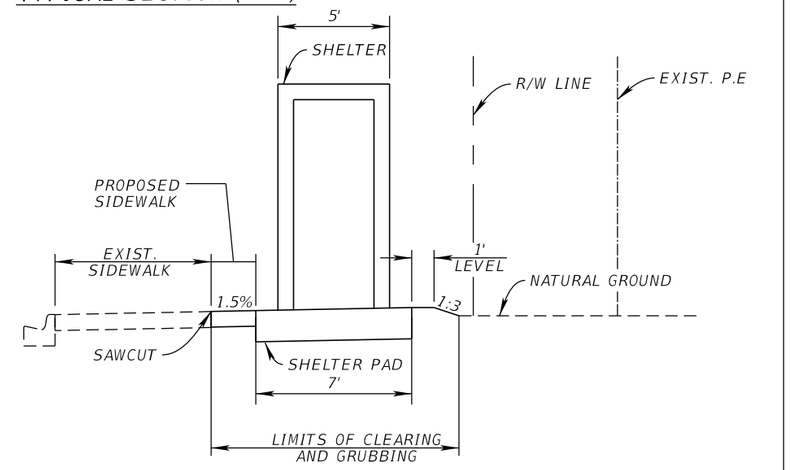
A — THREE SEAT DIVIDED HOOPSTYLE BENCH. SEE SHEET 6 FOR DETAILS.

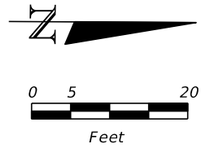
B — 32 GALLON STEEL TRASH RECEPTACLE. SEE SHEET 6 FOR DETAILS.

C — LIMITS OF BUS SHELTER PAD. SEE SLAB FOUNDATION DETAIL (SHEET 6).

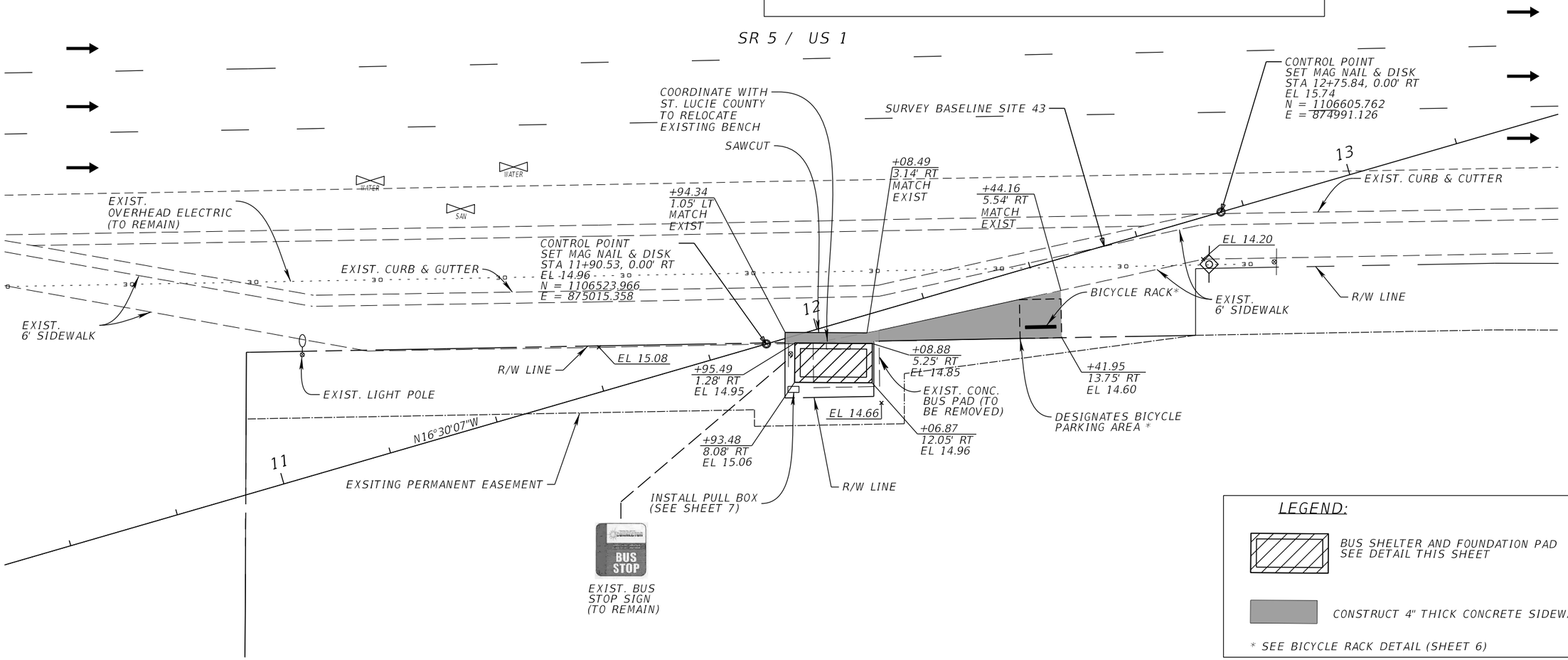
D — LIMITS OF BUS SHELTER. SEE BUS SHELTER DETAIL (SHEET 5).

TYPICAL SECTION (NTS)





SR 5 / US 1



LEGEND:

BUS SHELTER AND FOUNDATION PAD SEE DETAIL THIS SHEET

CONSTRUCT 4" THICK CONCRETE SIDEWALK

* SEE BICYCLE RACK DETAIL (SHEET 6)

STOP 43: MIDWAY RD NORTH

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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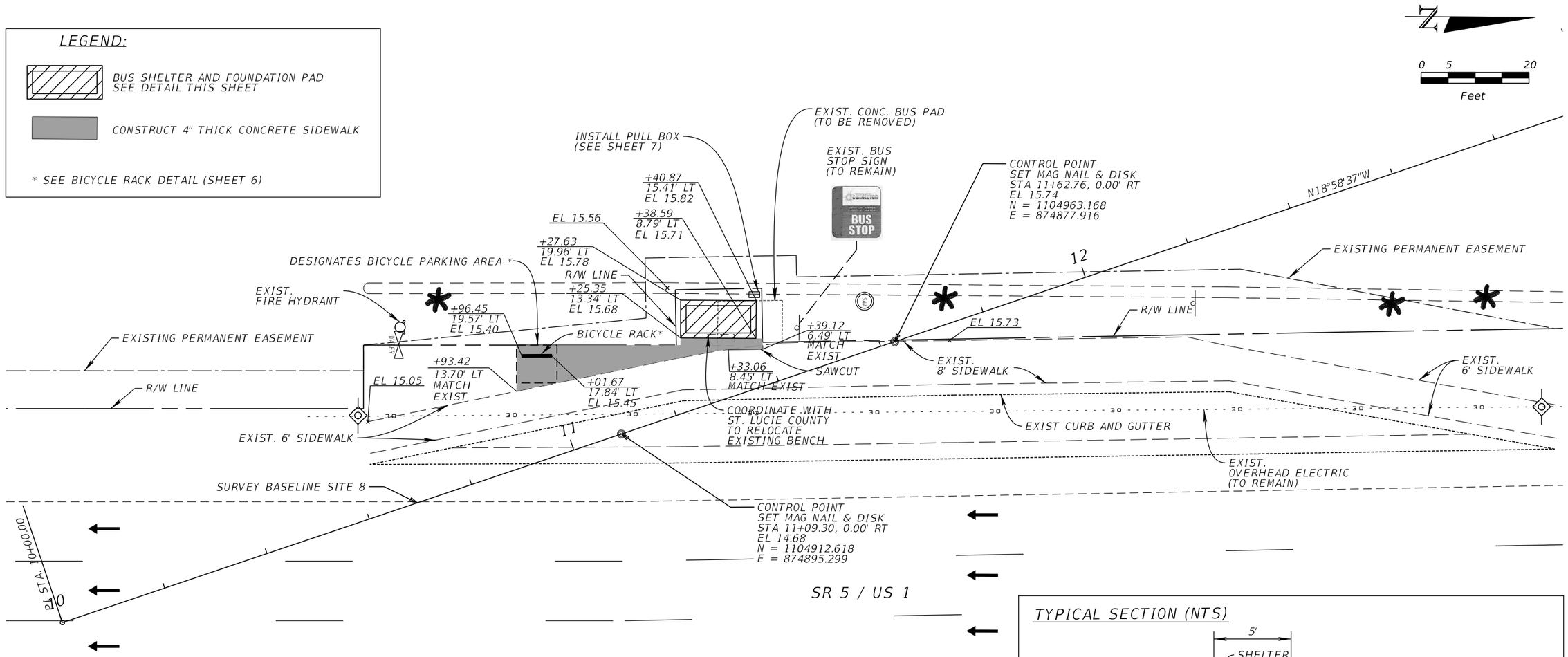
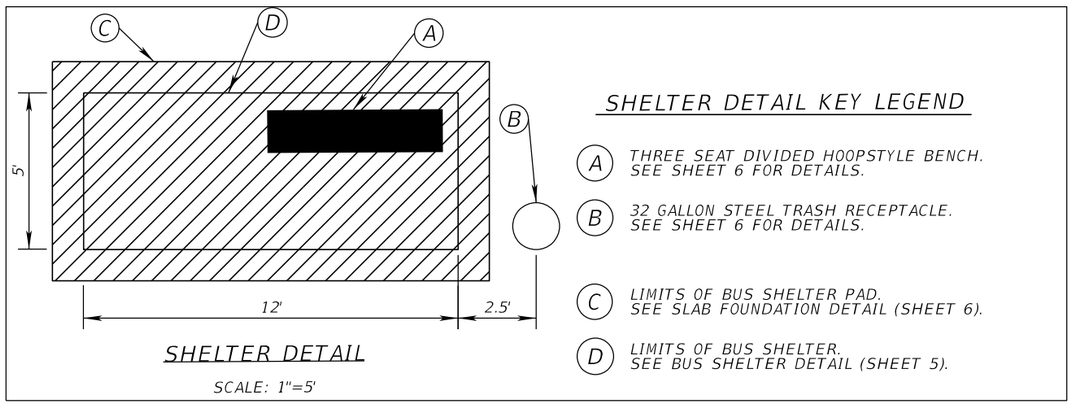
CITY OF PORT ST. LUCIE
121 S.W. PORT ST. LUCIE BLVD
PORT ST. LUCIE, FL 34984

ROAD NO.	COUNTY
	ST. LUCIE

SITE PLAN

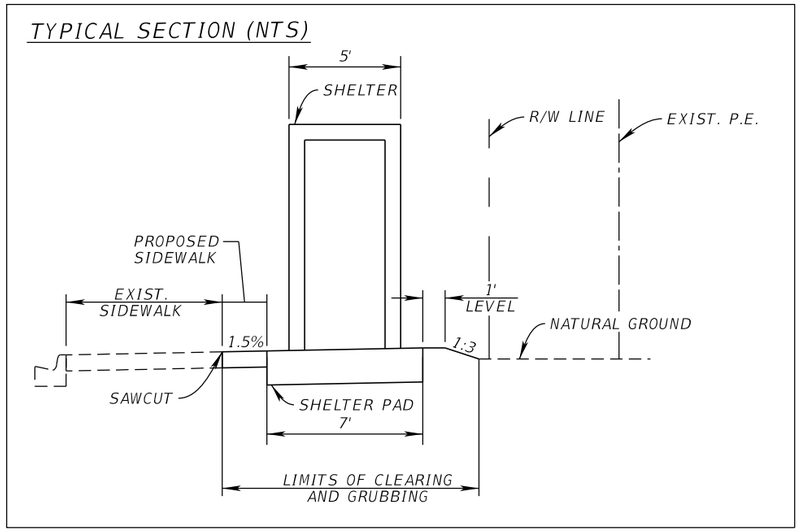
SHEET NO. 11





SHELTER DETAIL

SCALE: 1"=5'



STOP 8: MIDWAY RD SOUTH

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Kimley–Horn and Associates, Inc.
Certificate Of Authorization No. 696
Kelly T Schwarz, P.E.
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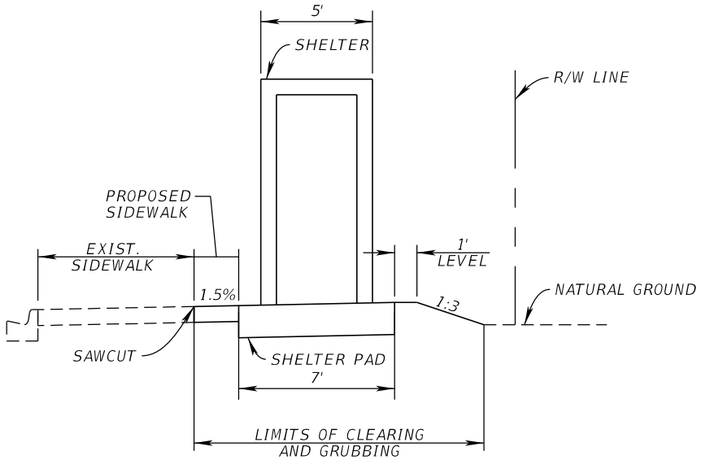
CITY OF PORT ST. LUCIE
121 S.W. PORT ST. LUCIE BLVD
PORT ST. LUCIE, FL 34984

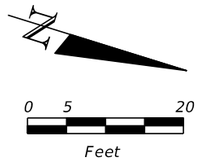
ROAD NO.	COUNTY
	ST. LUCIE

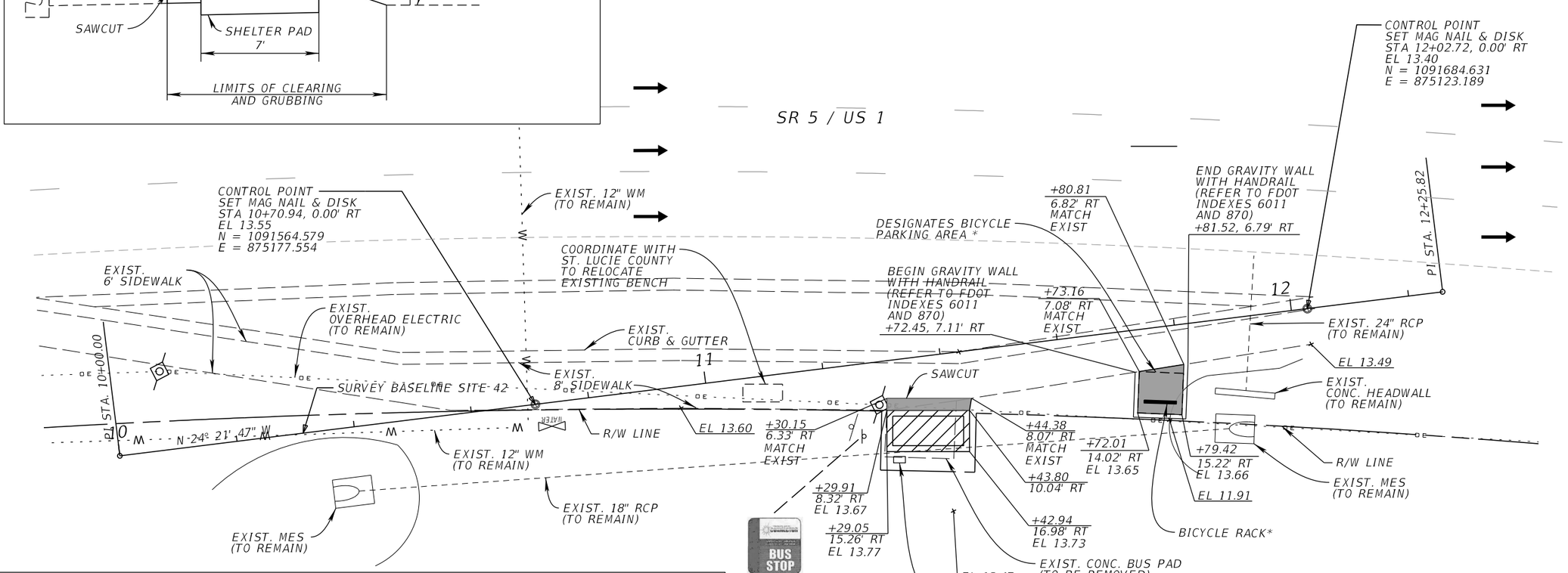
SITE PLAN

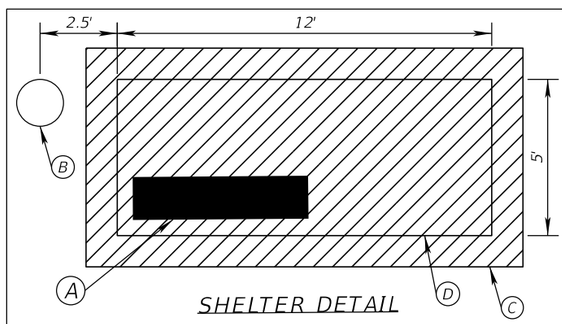
SHEET NO. 12

TYPICAL SECTION (NTS)









SHELTER DETAIL

SCALE: 1"=5'

SHELTER DETAIL KEY LEGEND

- (A) THREE SEAT DIVIDED HOOPSTYLE BENCH. SEE SHEET 6 FOR DETAILS.
- (B) 34 GALLON STEEL TRASH RECEPTACLE. BLACK POWDER COAT FINISH. SURFACE MOUNT. INSTALL PER MANUFACTURER'S RECOMMENDATIONS, UNIT MUST BE ANCHORED.
- (C) LIMITS OF BUS SHELTER PAD. SEE SLAB FOUNDATION DETAIL (SHEET 6).
- (D) LIMITS OF BUS SHELTER. SEE BUS SHELTER DETAIL (SHEET 5).

LEGEND:

- BUS SHELTER AND FOUNDATION PAD SEE DETAIL THIS SHEET
- CONSTRUCT 4" THICK CONCRETE SIDEWALK

* SEE BICYCLE RACK DETAIL (SHEET 6)

STOP 42: RIO MAR NORTH

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Kimley–Horn and Associates, Inc.
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CITY OF PORT ST. LUCIE
121 S.W. PORT ST. LUCIE BLVD
PORT ST. LUCIE, FL 34984

ROAD NO.	COUNTY
	ST. LUCIE

SITE PLAN

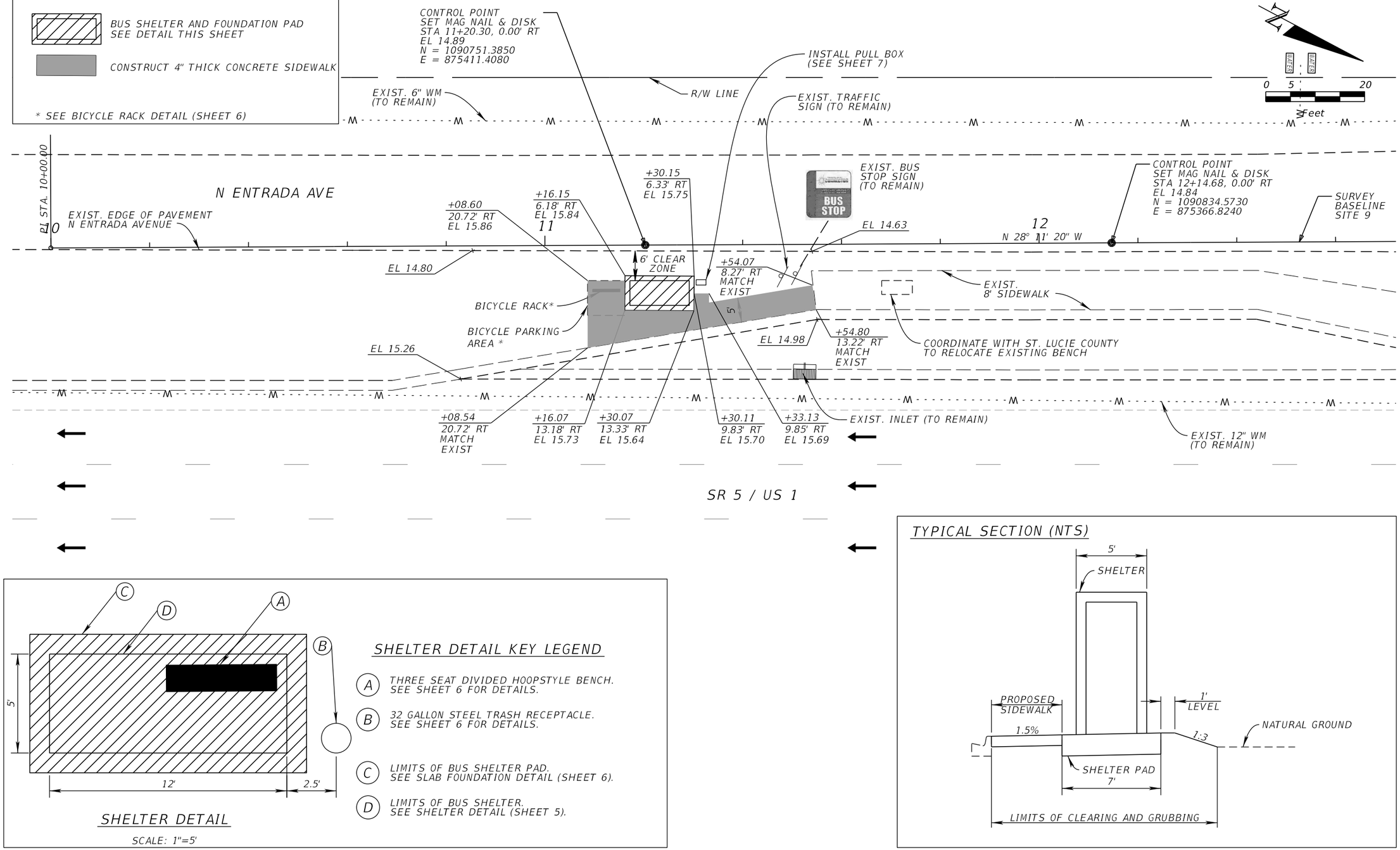
SHEET NO. 13

LEGEND:

BUS SHELTER AND FOUNDATION PAD
SEE DETAIL THIS SHEET

CONSTRUCT 4" THICK CONCRETE SIDEWALK

* SEE BICYCLE RACK DETAIL (SHEET 6)



SHELTER DETAIL KEY LEGEND

(A) THREE SEAT DIVIDED HOOPSTYLE BENCH.
SEE SHEET 6 FOR DETAILS.

(B) 32 GALLON STEEL TRASH RECEPTACLE.
SEE SHEET 6 FOR DETAILS.

(C) LIMITS OF BUS SHELTER PAD.
SEE SLAB FOUNDATION DETAIL (SHEET 6).

(D) LIMITS OF BUS SHELTER.
SEE SHELTER DETAIL (SHEET 5).

SHELTER DETAIL

SCALE: 1"=5'

TYPICAL SECTION (NTS)

STOP 9: RIO MAR SOUTH

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

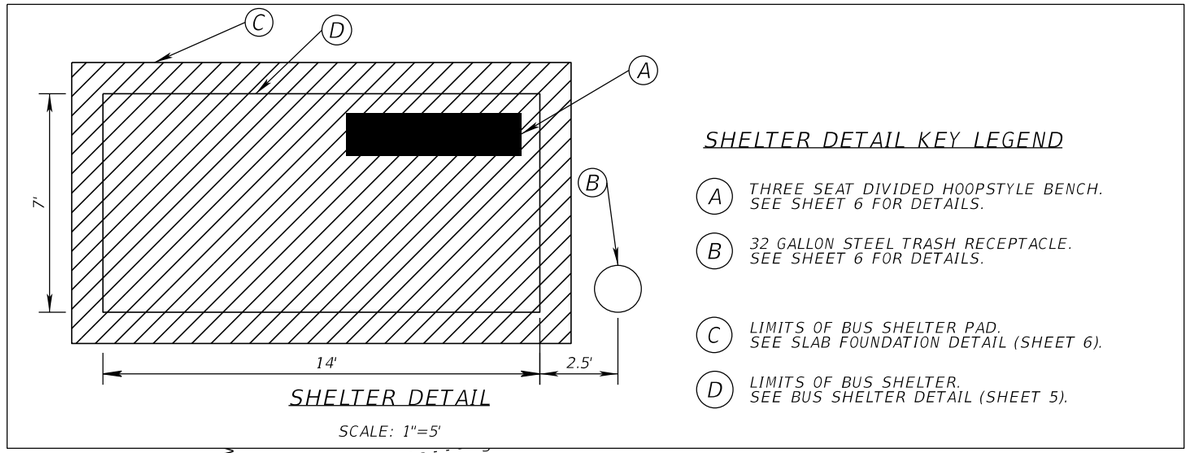
Kimley–Horn and Associates, Inc.
Certificate Of Authorization No. 696
Kelly T Schwarz, P.E.
P.E. License No. 71507
1920 Wekiva Way, Suite 200
West Palm Beach, Florida 33411

CITY OF PORT ST. LUCIE
121 S.W. PORT ST. LUCIE BLVD
PORT ST. LUCIE, FL 34984

ROAD NO.	COUNTY
	ST. LUCIE

SITE PLAN

SHEET NO. 14



SHELTER DETAIL

SCALE: 1"=5'

SHELTER DETAIL KEY LEGEND

(A) THREE SEAT DIVIDED HOOPSTYLE BENCH. SEE SHEET 6 FOR DETAILS.

(B) 32 GALLON STEEL TRASH RECEPTACLE. SEE SHEET 6 FOR DETAILS.

(C) LIMITS OF BUS SHELTER PAD. SEE SLAB FOUNDATION DETAIL (SHEET 6).

(D) LIMITS OF BUS SHELTER. SEE BUS SHELTER DETAIL (SHEET 5).

LEGEND:

BUS SHELTER AND FOUNDATION PAD SEE DETAIL THIS SHEET

CONSTRUCT 4" THICK CONCRETE SIDEWALK

* SEE BICYCLE RACK DETAIL (SHEET 6)

0 5 20

Feet

DESIGNATES BICYCLE PARKING AREA *

INSTALL PULL BOX (SEE SHEET 7)

PI STA 10+00.00

CONTROL POINT
SET MAG NAIL & DISK
STA 11+08.45, 0.00' RT
EL 17.12
N = 1088861.4830
E = 876971.8740

+21.08
3.18' LT
MATCH
EXIST

+39.58
7.49' LT
MATCH
EXIST

BICYCLE RACK*

+36.68
6.73' LT
MATCH
EXIST

+40.36
4.07' LT
MATCH
EXIST

+46.89
9.16' LT
MATCH
EXIST

+23.07
5.60' RT
MATCH
EXIST

R/W LINE

EXIST. 12" WATER MAIN (TO REMAIN)

EXIST. FIRE HYDRANT

+47.67
5.74' LT
MATCH
EXIST

EXIST. OVERHEAD ELECTRIC (TO REMAIN)

EL 17.07

SAWCUT

SAWCUT

+59.82
1.93' LT
MATCH
EXIST

EL 17.10

SURVEY BASELINE SITE 41

COORDINATE WITH ST. LUCIE COUNTY TO RELOCATE EXISTING BENCH

EXIST. 10' SIDEWALK

EL 16.86

+13.54
8.80' RT
MATCH
EXIST

EXIST. CURB & GUTTER

+14.03
10.93' RT
EL 16.90

+19.53
12.56' RT
EL 16.86

5'

6'

5'

+38.67
2.05' RT
MATCH
EXIST

+56.09
4.24' RT
EL 16.96

+60.26
0.02' RT
EL 17.04

N 75° 1' 1" E

12

+25.38
11.23' RT
EL 16.88

+26.93
18.04' RT
MATCH
EXIST

+30.25
10.12' RT
EL 16.90

+31.81
16.93' RT
MATCH
EXIST

EXIST TRAFFIC SIGN (TO REMAIN)

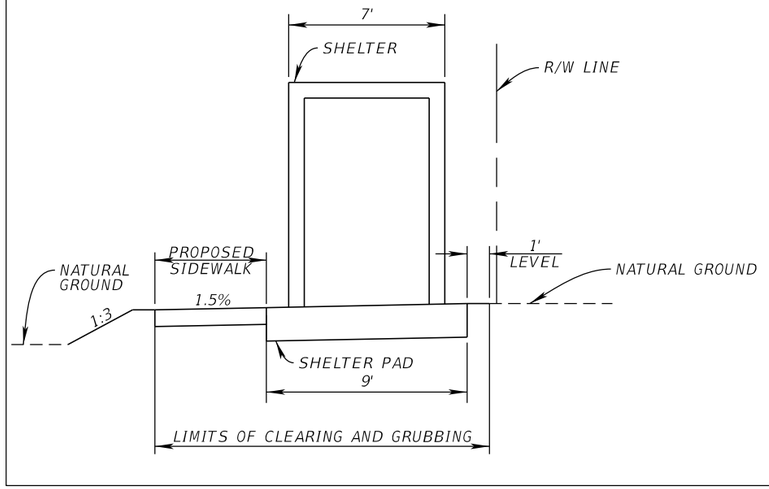
CONTROL POINT
SET MAG NAIL & DISK
STA 12+16.26, 0.00' RT
EL 16.37
N = 1088889.3540
E = 877076.0140

BUS STOP

EXIST. BUS STOP SIGN (RELOCATE TO +21.20, 17.25' RT)

E PRIMA VISTA BLVD

TYPICAL SECTION (NTS)



STOP 41: PRIMA VISTA CROSSINGS

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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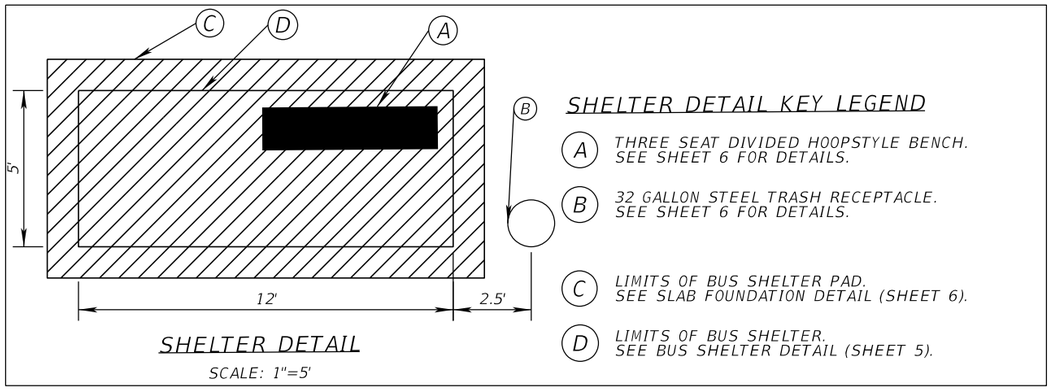
West Palm Beach, Florida 33411

CITY OF PORT ST. LUCIE
121 S.W. PORT ST. LUCIE BLVD
PORT ST. LUCIE, FL 34984

ROAD NO.	COUNTY
	ST. LUCIE

SITE PLAN

SHEET NO. 15



SHELTER DETAIL

SCALE: 1"=5'

SHELTER DETAIL KEY LEGEND

- (A) THREE SEAT DIVIDED HOOPSTYLE BENCH. SEE SHEET 6 FOR DETAILS.
- (B) 32 GALLON STEEL TRASH RECEPTACLE. SEE SHEET 6 FOR DETAILS.
- (C) LIMITS OF BUS SHELTER PAD. SEE SLAB FOUNDATION DETAIL (SHEET 6).
- (D) LIMITS OF BUS SHELTER. SEE BUS SHELTER DETAIL (SHEET 5).

0 5 20
Feet

EXIST. 4" FORCE MAIN (HDPE) (TO REMAIN)

P.I. STA. 10+00.00

SURVEY BASELINE SITE 10

CONTROL POINT
SET MAG NAIL & DISK
STA 10+89.79, 0.00' RT
EL 14.66
N = 1088241.5290
E = 876707.0410

EXIST. 5' SIDEWALK (TO BE REMOVED)

+04.16
10.15' LT
EL 14.85

EL 15.15

+20.29
18.34' LT
EL 14.88

BICYCLE RACK*

DESIGNATES BICYCLE PARKING AREA *

INSTALL PULL BOX (SEE SHEET 7)

+24.89
21.38' LT
EL 14.89

EL 15.02

+15.84
17.86' LT
EL 14.89

+27.85
25.93' LT
MATCH EXIST.

EXIST. 5' SIDEWALK (TO REMAIN)

EXIST. OVERHEAD ELECTRIC (TO REMAIN)

R/W LINE

EL 15.05

EL 14.98

SAWCUT

EL 15.09

+39.96
15.93' LT
MATCH EXIST.

EXIST. 5' SIDEWALK

EXIST. 16" WATER MAIN (TO REMAIN)

S ENTRADA AVE

+98.97
3.44' RT
MATCH EXIST.

+08.01
4.30' LT
EL 14.75

+10.90
0.20' RT
MATCH EXIST.

6' LEAD IN

+19.70
12.02' LT
EL 14.79

+41.07
15.93' LT
EL 15.06

+35.35
15.93' LT
MATCH EXIST.

EXIST. BUS STOP SIGN (RELOCATE TO +28.96, 22.18' LT)

PROPOSED DETECTABLE WARNING STRIP PER FDOT INDEX NO 304

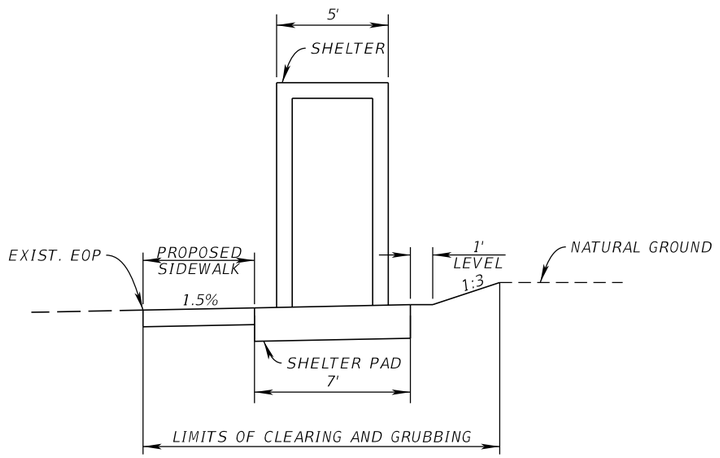
CONTROL POINT
SET MAG NAIL & DISK
STA 11+42.87, 0.00' RT
EL 14.97
N = 1088294.3530
E = 876712.2500

N 5° 37' 54" E

P.I. STA. 11+96.70

SR 5 / US 1

TYPICAL SECTION (NTS)



LEGEND:

- BUS SHELTER AND FOUNDATION PAD SEE DETAIL THIS SHEET
- CONSTRUCT 4" THICK CONCRETE SIDEWALK

* SEE BICYCLE RACK DETAIL (SHEET 6)

STOP 10: CHASE BANK

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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West Palm Beach, Florida 33411

CITY OF PORT ST. LUCIE
121 S.W. PORT ST. LUCIE BLVD
PORT ST. LUCIE, FL 34984

ROAD NO.	COUNTY
	ST. LUCIE

SITE PLAN

SHEET NO. 16

R/W LINE

CONTROL POINT
SET MAG NAIL & DISK
STA 11+46.38, 0.00' RT
EL 12.72
N = 1073966.9310
E = 884252.1170

N 62° 11' 21" W

SURVEY BASELINE SITE 16

CONTROL POINT
SET MAG NAIL & DISK
STA 10+50.98, 0.00' RT
EL 12.74
N = 1073922.4240
E = 884336.4930

EXIST. BUS
STOP SIGN
(RELOCATE)

BEGIN GRAVITY WALL
WITH HANDRAIL
(REFER TO FDOT
INDEXES 6011
AND 870)
+16.86, 40.47' RT

EL 10.10
+02.90
38.76' RT
EL 14.15
+98.91
38.76' RT
EL 14.04
EL 13.24
+14.40
38.76' RT
EL 14.25
+10.41
38.76' RT
EL 14.14
+23.04
44.73' RT
EL 13.89
+21.07
45.82' RT
EL 13.86

EXIST. MES
(TO REMAIN)

EXIST. 18" RCP
(TO REMAIN)

END GRAVITY WALL
WITH HANDRAIL
(REFER TO FDOT
INDEXES 6011
AND 870)
+19.05, 50.49' RT

+56.59
38.76' RT
MATCH
EXIST

EXIST. FIBER OPTIC
WARNING SIGN
(TO REMAIN)

EXIST.
FIBER CONDUIT
(TO REMAIN)

EXIST. STREET
LIGHT CONDUIT
(TO REMAIN)

EXISTING TRAFFIC
SIGN (TO REMAIN)

+95.49
41.46' RT
MATCH
EXIST

EXIST.
CURB & GUTTER

INSTALL PULL BOX
(SEE SHEET 7)

DESIGNATES
BICYCLE
PARKING
AREA *

+16.53
42.71' RT
EL 13.80

BICYCLE
RACK*

EXIST. CURB INLET (TO REMAIN)

EXIST. 24" X 36" RCP (TO REMAIN)

EXIST. TRAFFIC SIGN
(RELOCATE)
+49.32, 66.85' RT

EXIST.
SIDEWALK

EXIST. LIGHT POLE

+53.22
38.76' RT
MATCH
EXIST

EXIST.
6" ST GAS
(TO REMAIN)

EXIST.
FIBER CONDUIT
(TO REMAIN)

6'

BUS STOP

EXIST. BUS
STOP SIGN
(RELOCATE TO
+22.90, 50.65' RT)

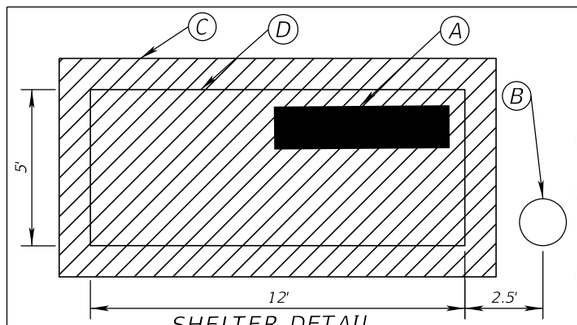
SR 5 / US 1

SE TIFFANY AVE

PI STA 10+00.00

0 5 20
Feet

SHELTER DETAIL



SCALE: 1"=5'

SHELTER DETAIL KEY LEGEND

A — THREE SEAT DIVIDED HOOPSTYLE BENCH. SEE SHEET 6 FOR DETAILS.

B — 32 GALLON STEEL TRASH RECEPTACLE. SEE SHEET 6 FOR DETAILS.

C — LIMITS OF BUS SHELTER PAD. SEE SLAB FOUNDATION DETAIL (SHEET 6).

D — LIMITS OF BUS SHELTER. SEE BUS SHELTER DETAIL (SHEET 5).

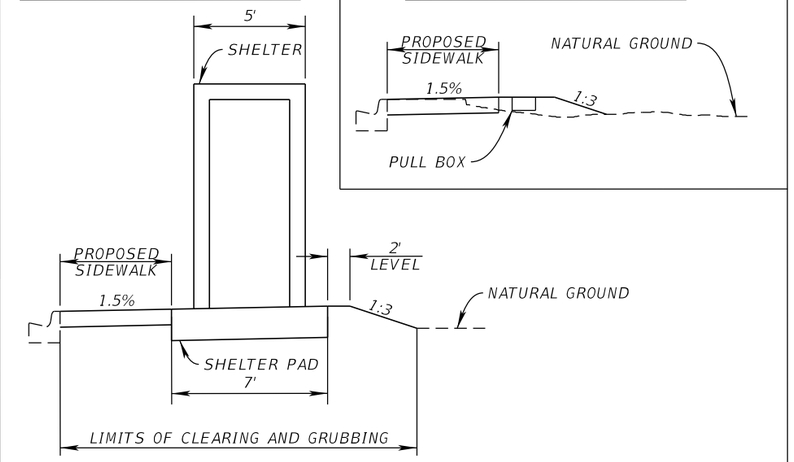
LEGEND:

BUS SHELTER AND FOUNDATION PAD
SEE DETAIL THIS SHEET

CONSTRUCT 4" THICK CONCRETE SIDEWALK

* SEE BICYCLE RACK DETAIL (SHEET 6)

TYPICAL SECTION (NTS)



TYPICAL SECTION (NTS)

STOP 16: CVS PHARMACY

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Kimley–Horn and Associates, Inc.
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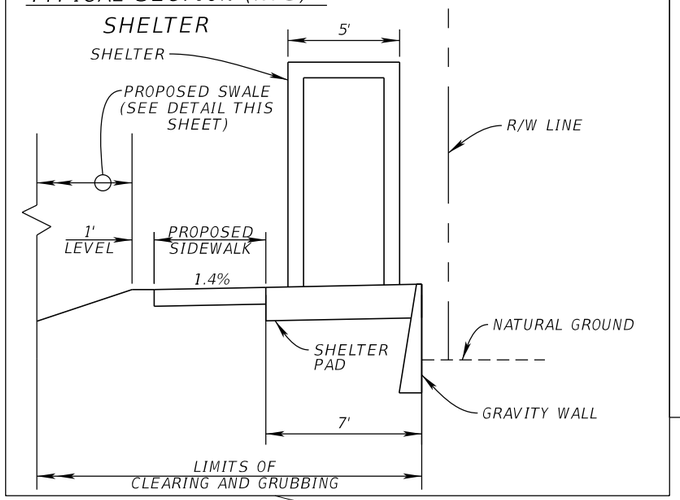
CITY OF PORT ST. LUCIE
121 S.W. PORT ST. LUCIE BLVD
PORT ST. LUCIE, FL 34984

ROAD NO.	COUNTY
	ST. LUCIE

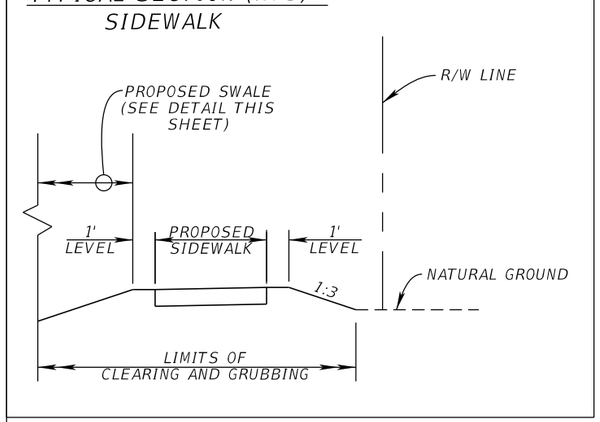
SITE PLAN

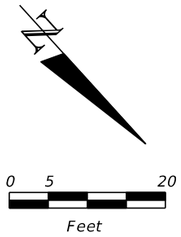
SHEET NO. 17

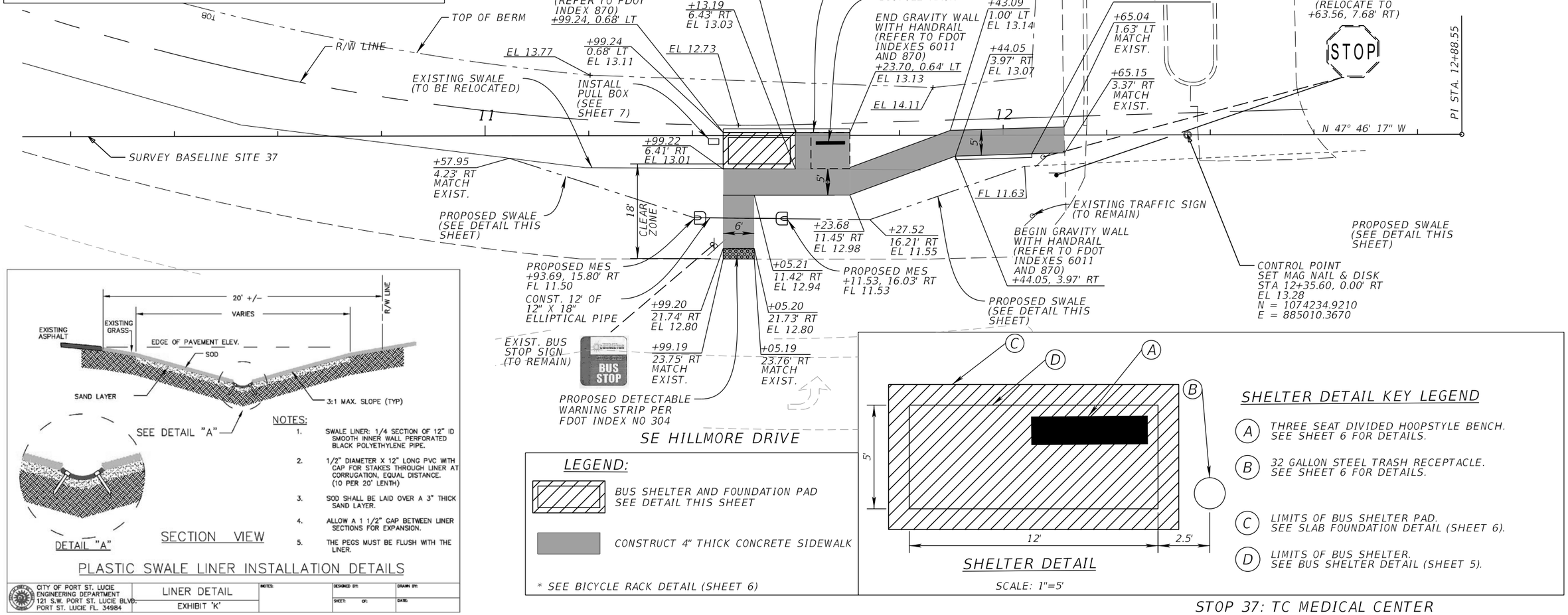
TYPICAL SECTION (NTS)
SHELTER



TYPICAL SECTION (NTS)
SIDEWALK







NOTES:

1. SWALE LINER: 1/4 SECTION OF 12" ID SMOOTH INNER WALL PERFORATED BLACK POLYETHYLENE PIPE.
2. 1/2" DIAMETER X 12" LONG PVC WITH CAP FOR STAKES THROUGH LINER AT CORRUGATION, EQUAL DISTANCE. (10 PER 20' LENTH)
3. SOD SHALL BE LAID OVER A 3" THICK SAND LAYER.
4. ALLOW A 1 1/2" GAP BETWEEN LINER SECTIONS FOR EXPANSION.
5. THE PEGS MUST BE FLUSH WITH THE LINER.

PLASTIC SWALE LINER INSTALLATION DETAILS

CITY OF PORT ST. LUCIE ENGINEERING DEPARTMENT 121 S.W. PORT ST. LUCIE BLVD. PORT ST. LUCIE FL. 34984	LINER DETAIL	NOTES:	DESIGNED BY:	DRAWN BY:
	EXHIBIT 'K'		SHEET: OF:	DATE:

LEGEND:

BUS SHELTER AND FOUNDATION PAD SEE DETAIL THIS SHEET

CONSTRUCT 4" THICK CONCRETE SIDEWALK

* SEE BICYCLE RACK DETAIL (SHEET 6)

SHELTER DETAIL

SCALE: 1"=5'

SHELTER DETAIL KEY LEGEND

A. THREE SEAT DIVIDED HOOPSTYLE BENCH. SEE SHEET 6 FOR DETAILS.

B. 32 GALLON STEEL TRASH RECEPTACLE. SEE SHEET 6 FOR DETAILS.

C. LIMITS OF BUS SHELTER PAD. SEE SLAB FOUNDATION DETAIL (SHEET 6).

D. LIMITS OF BUS SHELTER. SEE BUS SHELTER DETAIL (SHEET 5).

STOP 37: TC MEDICAL CENTER

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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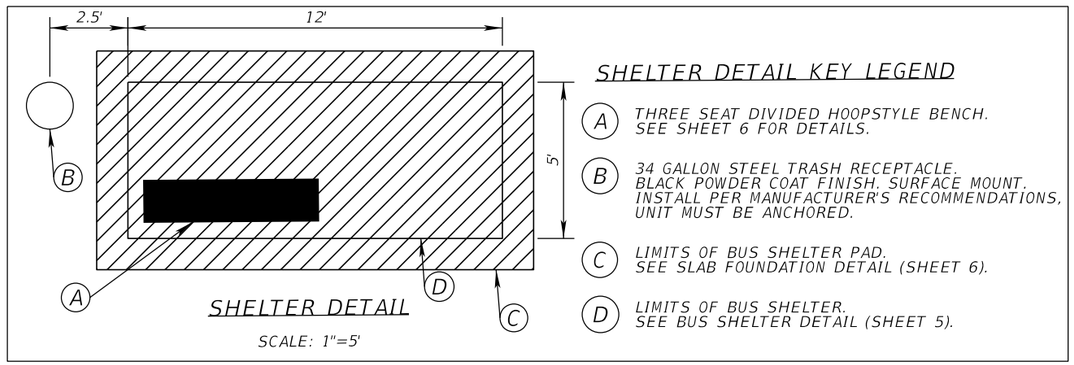
CITY OF PORT ST. LUCIE
121 S.W. PORT ST. LUCIE BLVD
PORT ST. LUCIE, FL 34984

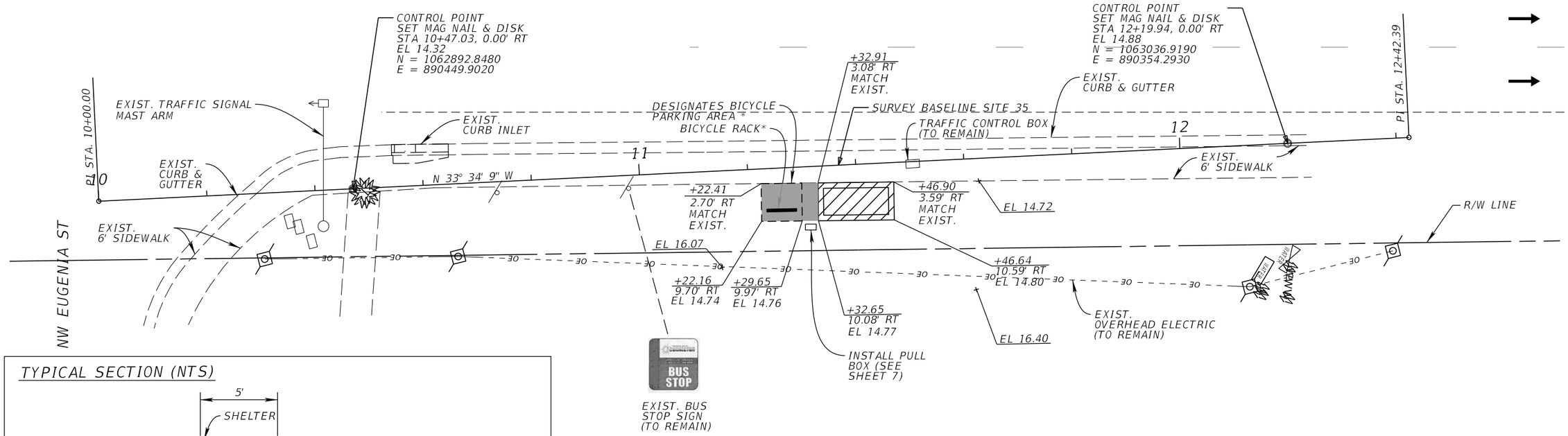
ROAD NO.	COUNTY
	ST. LUCIE

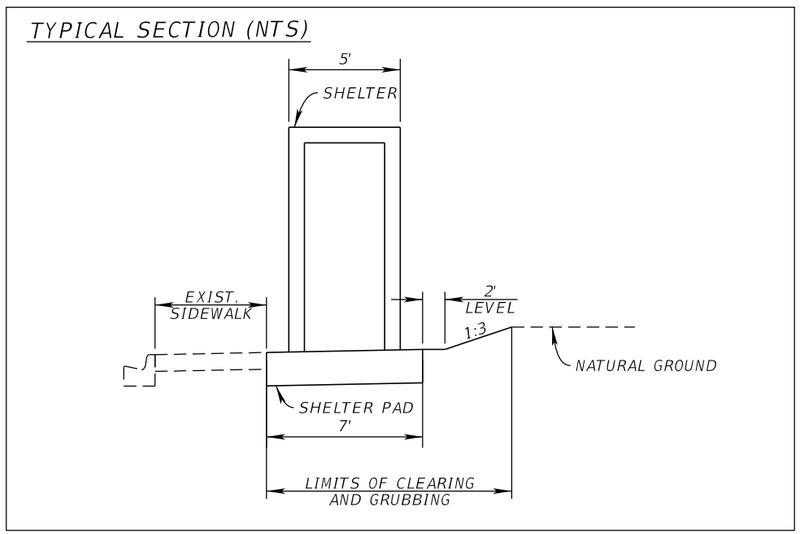
SITE PLAN

SHEET NO. 18

kelly.schwarz 1/7/2015 3:25:21 PM K:\WPB_Design\044261003_US 1 Transit Bus Shelters\044261003\roadway\PLANRD11.DGN







LEGEND:

BUS SHELTER FOUNDATION PAD SEE DETAIL THIS SHEET

CONSTRUCT 4" THICK CONCRETE SIDEWALK

* SEE BICYCLE RACK DETAIL (SHEET 6)

STOP 35: CRACKER BARREL

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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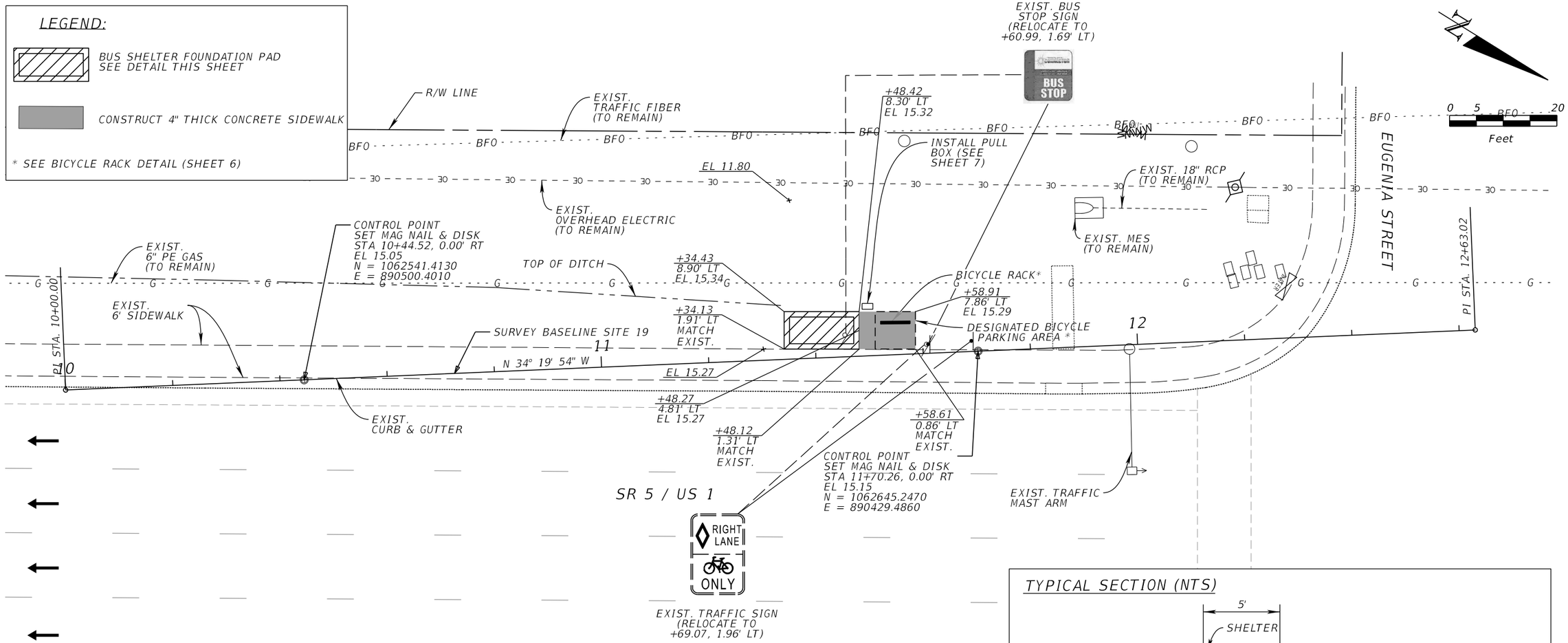
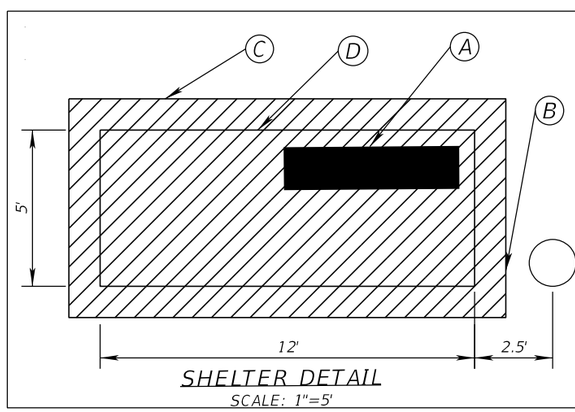
121 S.W. PORT ST. LUCIE BLVD
PORT ST. LUCIE, FL 34984

ROAD NO.	COUNTY
	ST. LUCIE

SITE PLAN

SHEET NO. 19





SHELTER DETAIL

SCALE: 1"=5'

SHELTER DETAIL KEY LEGEND

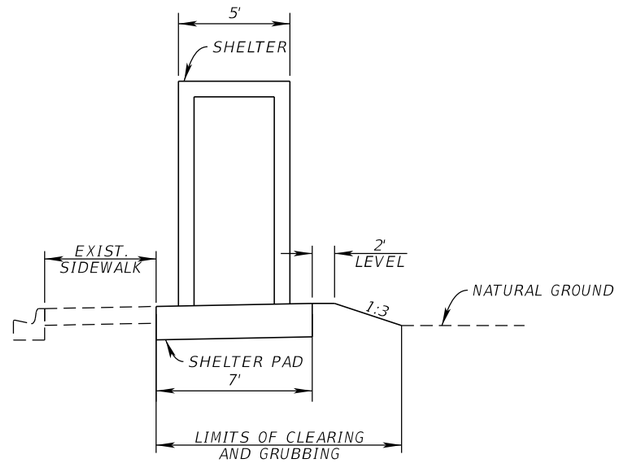
(A) THREE SEAT DIVIDED HOOPSTYLE BENCH. SEE SHEET 6 FOR DETAILS.

(B) 32 GALLON STEEL TRASH RECEPTACLE. SEE SHEET 6 FOR DETAILS.

(C) LIMITS OF BUS SHELTER PAD. SEE SLAB FOUNDATION DETAIL (SHEET 6).

(D) LIMITS OF BUS SHELTER. SEE BUS SHELTER DETAIL (SHEET 5).

TYPICAL SECTION (NTS)



STOP 19: LOWES & BJ

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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Kelly T Schwarz, P.E.
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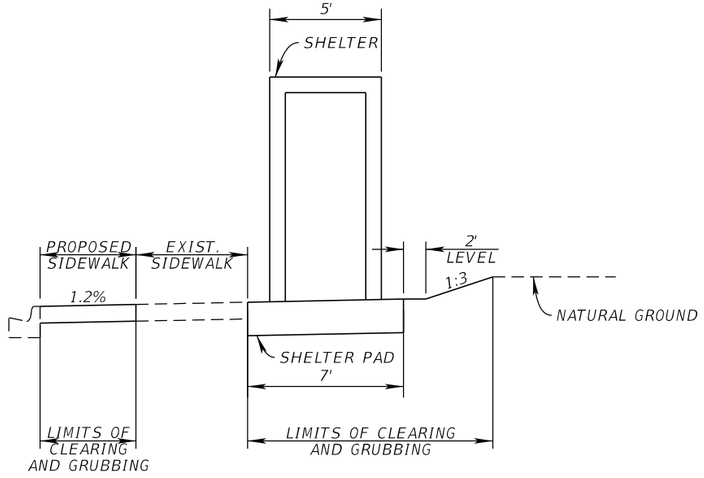
PORT ST. LUCIE, FL 34984

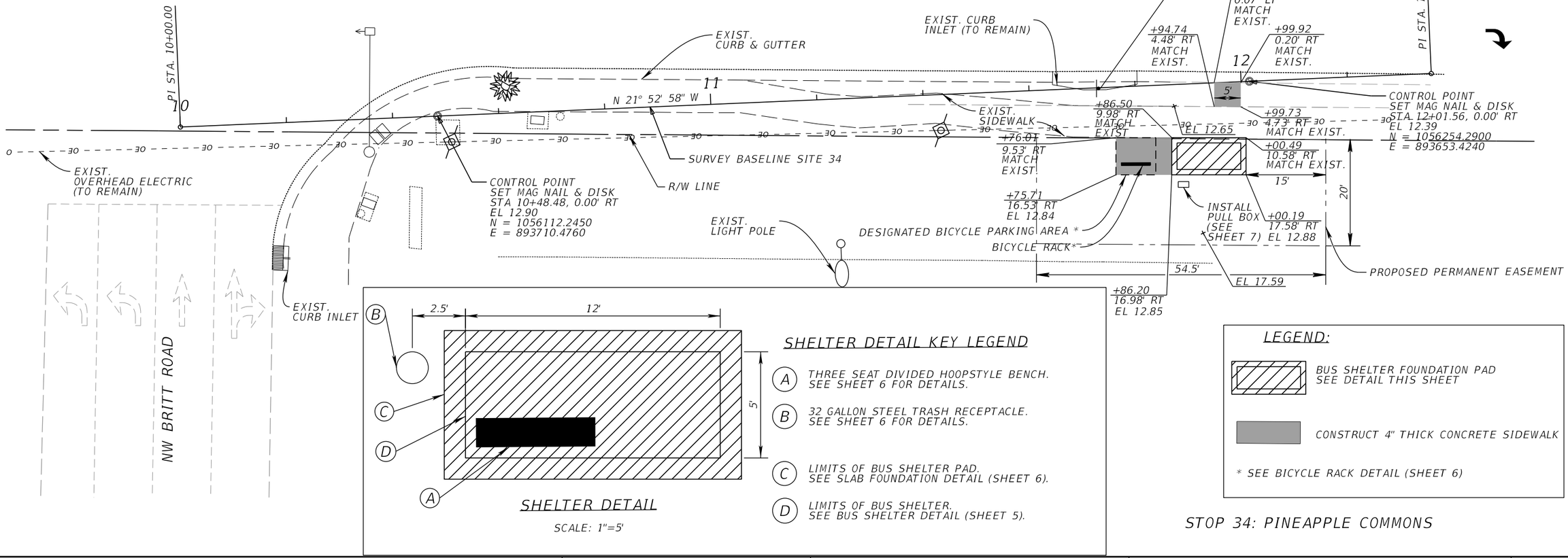
ROAD NO.	COUNTY
	ST. LUCIE

SITE PLAN

SHEET NO. 20

TYPICAL SECTION (NTS)





SHELTER DETAIL

SCALE: 1"=5'

SHELTER DETAIL KEY LEGEND

- (A) THREE SEAT DIVIDED HOOPSTYLE BENCH. SEE SHEET 6 FOR DETAILS.
- (B) 32 GALLON STEEL TRASH RECEPTACLE. SEE SHEET 6 FOR DETAILS.
- (C) LIMITS OF BUS SHELTER PAD. SEE SLAB FOUNDATION DETAIL (SHEET 6).
- (D) LIMITS OF BUS SHELTER. SEE BUS SHELTER DETAIL (SHEET 5).

LEGEND:

- BUS SHELTER FOUNDATION PAD SEE DETAIL THIS SHEET
- CONSTRUCT 4" THICK CONCRETE SIDEWALK

* SEE BICYCLE RACK DETAIL (SHEET 6)

STOP 34: PINEAPPLE COMMONS

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Kimley–Horn and Associates, Inc.
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PORT ST. LUCIE, FL 34984

ROAD NO.	COUNTY
	ST. LUCIE

SITE PLAN

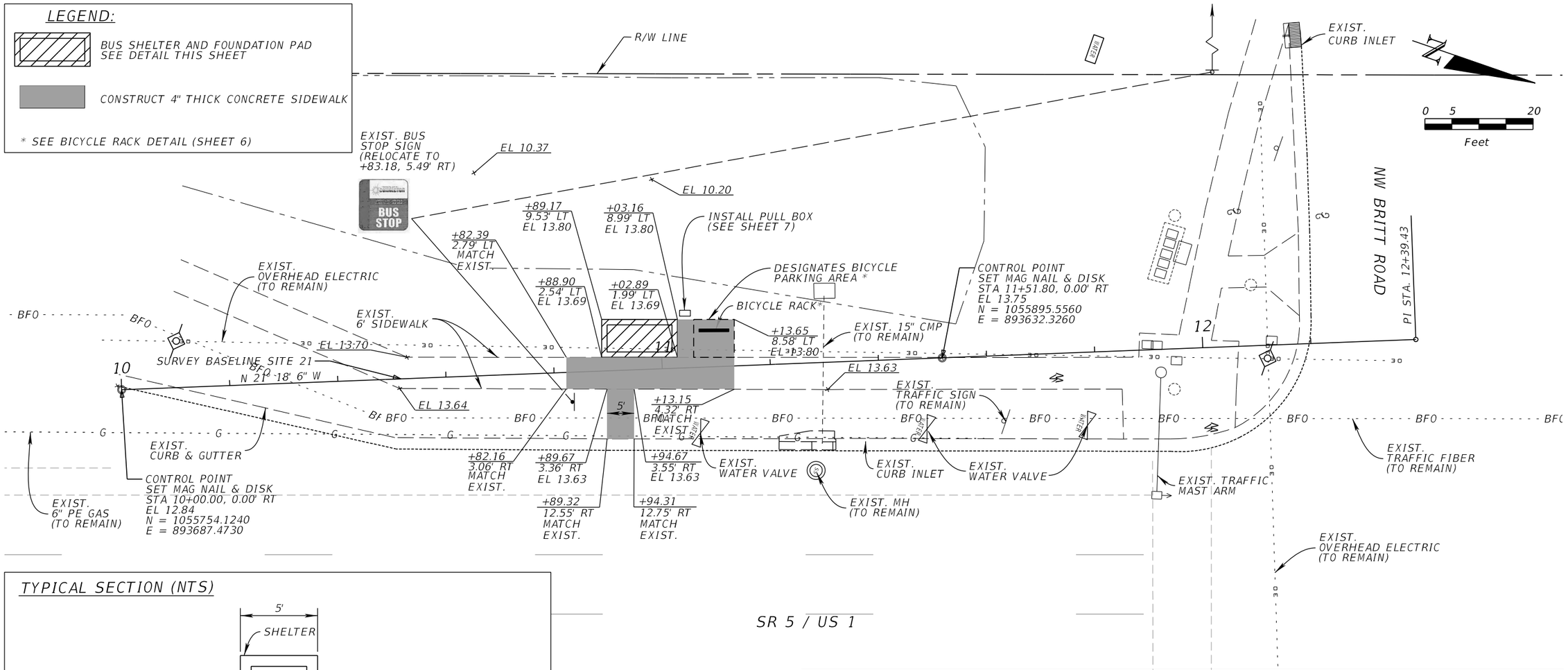
SHEET NO. 21

LEGEND:

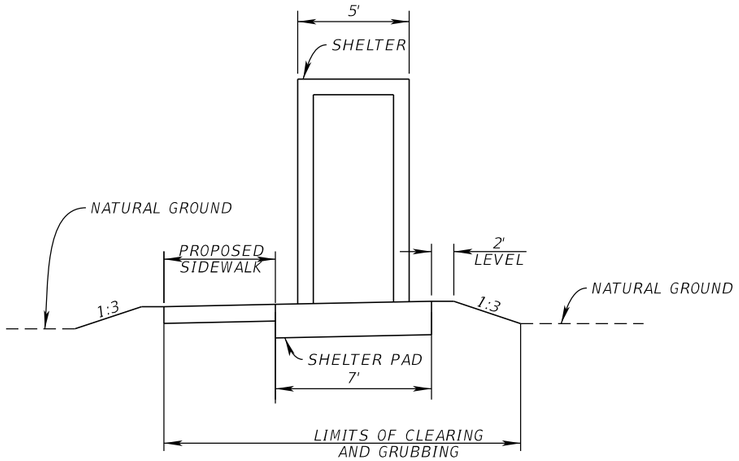
BUS SHELTER AND FOUNDATION PAD
SEE DETAIL THIS SHEET

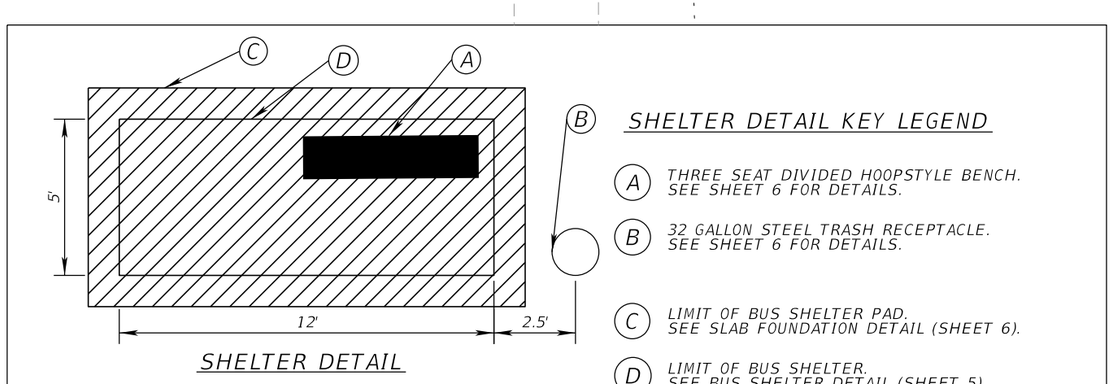
CONSTRUCT 4" THICK CONCRETE SIDEWALK

* SEE BICYCLE RACK DETAIL (SHEET 6)



TYPICAL SECTION (NTS)





SHELTER DETAIL

SCALE: 1"=5'

SHELTER DETAIL KEY LEGEND

(A) THREE SEAT DIVIDED HOOPSTYLE BENCH. SEE SHEET 6 FOR DETAILS.

(B) 32 GALLON STEEL TRASH RECEPTACLE. SEE SHEET 6 FOR DETAILS.

(C) LIMIT OF BUS SHELTER PAD. SEE SLAB FOUNDATION DETAIL (SHEET 6).

(D) LIMIT OF BUS SHELTER. SEE BUS SHELTER DETAIL (SHEET 5).

STOP 21: BRITT ROAD

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Kimley–Horn and Associates, Inc.
Certificate Of Authorization No. 696
Kelly T Schwarz, P.E.
P.E. License No. 71507
1920 Wekiva Way, Suite 200
West Palm Beach, Florida 33411

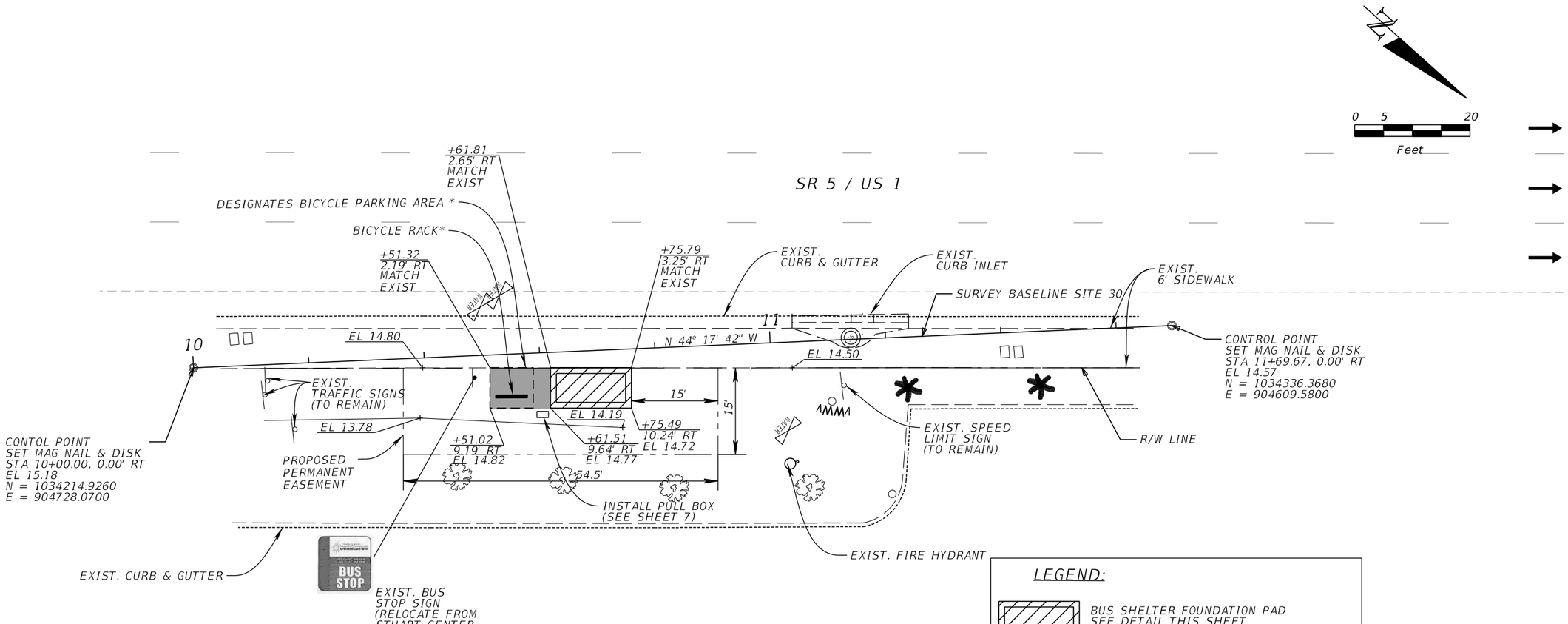
CITY OF PORT ST. LUCIE
121 S.W. PORT ST. LUCIE BLVD
PORT ST. LUCIE, FL 34984

ROAD NO.	COUNTY
	ST. LUCIE

SITE PLAN

SHEET NO. 22

kelly.schwarz 1/7/2015 3:25:27 PM K:\WPB_Design\044261003_US 1 Transit Bus Shelters\044261003\roadway\PLANRD12.DGN

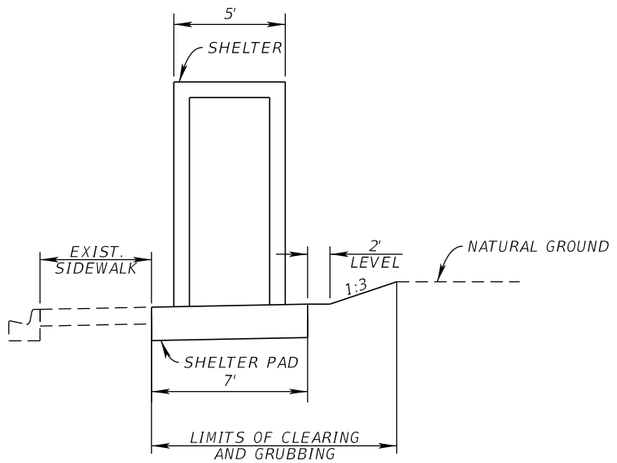


LEGEND:

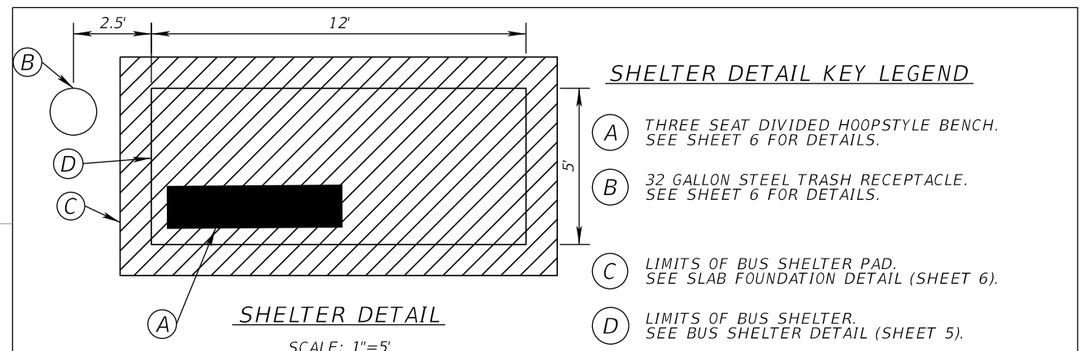
- BUS SHELTER FOUNDATION PAD SEE DETAIL THIS SHEET
- CONSTRUCT 4" THICK CONCRETE SIDEWALK

* SEE BICYCLE RACK DETAIL (SHEET 6)

TYPICAL SECTION (NTS)



DENNY'S



SHELTER DETAIL KEY LEGEND

- (A) THREE SEAT DIVIDED HOOPSTYLE BENCH. SEE SHEET 6 FOR DETAILS.
- (B) 32 GALLON STEEL TRASH RECEPTACLE. SEE SHEET 6 FOR DETAILS.
- (C) LIMITS OF BUS SHELTER PAD. SEE SLAB FOUNDATION DETAIL (SHEET 6).
- (D) LIMITS OF BUS SHELTER. SEE BUS SHELTER DETAIL (SHEET 5).

SHELTER DETAIL

SCALE: 1"=5'

STOP 30: STUART CENTER

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

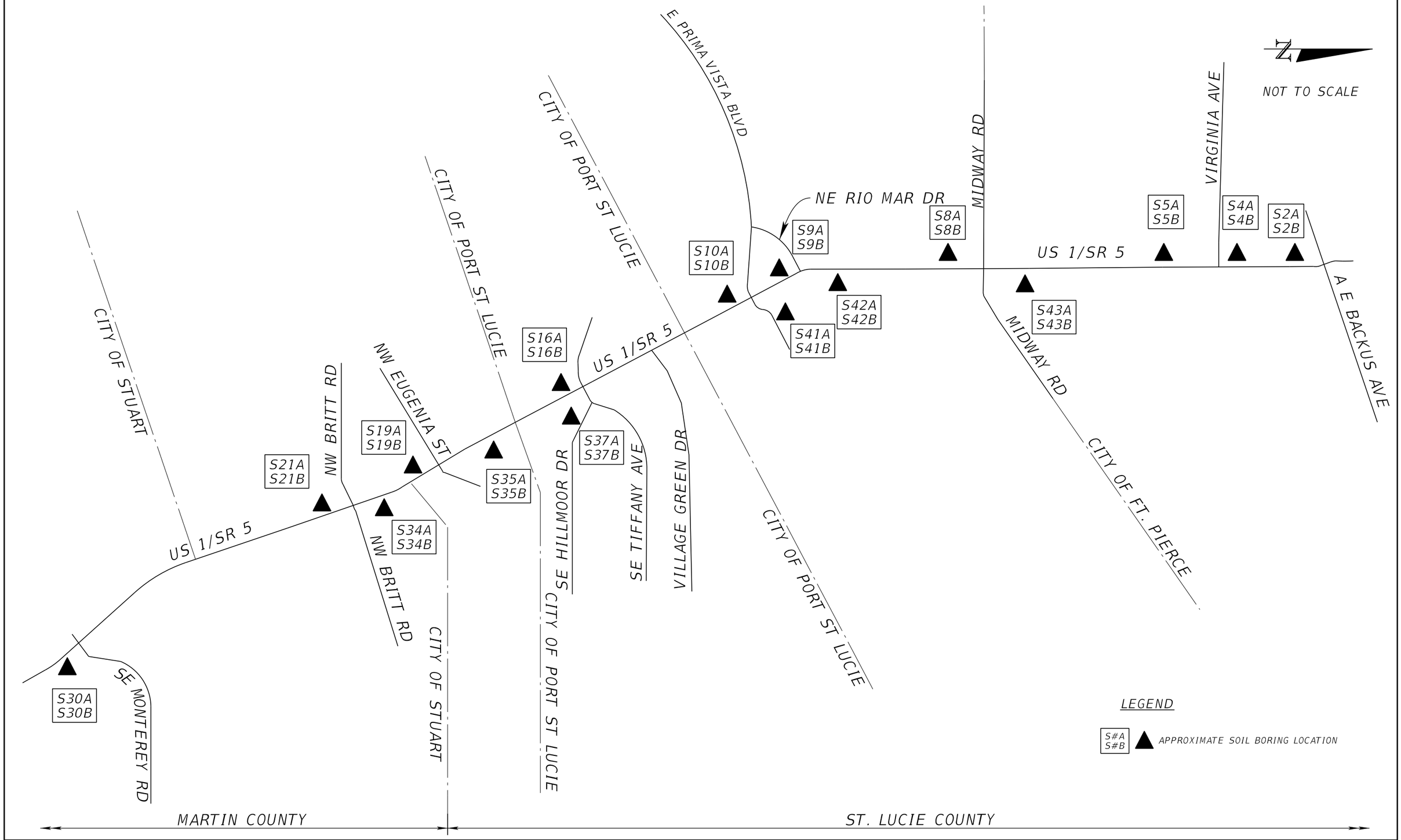
Kimley–Horn and Associates, Inc.
Certificate Of Authorization No. 696
Kelly T Schwarz, P.E.
P.E. License No. 71507
1920 Wekiva Way, Suite 200
West Palm Beach, Florida 33411

CITY OF PORT ST. LUCIE
121 S.W. PORT ST. LUCIE BLVD
PORT ST. LUCIE, FL 34984

ROAD NO.	COUNTY
	ST. LUCIE

SITE PLAN

SHEET NO. 23



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Kimley–Horn and Associates, Inc.
Certificate Of Authorization No. 696
Kelly T Schwarz, P.E.
P.E. License No. 71507
1920 Wekiva Way, Suite 200
West Palm Beach, Florida 33411

CITY OF PORT ST. LUCIE
121 S.W. PORT ST. LUCIE BLVD
PORT ST. LUCIE, FL 34984

ROAD NO.	COUNTY
	ST. LUCIE

SOIL BORING LOCATION MAP

SHEET NO. 24

BOARD MEMBERS
Dr. Donna Mills, *Chairman*
DISTRICT #3
Troy Ingersoll, *Vice Chairman*
DISTRICT #5
Debbie Hawley
DISTRICT #1
Terissa Aronson
DISTRICT #2
Jennifer Richardson
DISTRICT #4

St. Lucie PUBLIC SCHOOLS

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9461 Brandywine Lane
Port St. Lucie, FL 34986
772.429.3600
www.stlucieschools.org

April 30, 2025

City of Fort Pierce
Planning Department
100 N. U.S. Highway 1
Fort Pierce, FL 34950

Subject: **Site Plan Review – Sunrise Village**

Dear Planning Department,

St. Lucie Public Schools has reviewed the site plan submission for the proposed Sunrise Village development. We appreciate the opportunity to provide feedback during this stage of the planning process.

One important consideration we would like to bring to your attention is the potential location of a school bus stop. The current plan does not indicate a location for the bus stop which would direct the bus stop to be placed near Okeechobee Road. We have significant concerns due to the high volume of traffic on this roadway. For the safety and efficiency of student transportation, we respectfully request that the bus stop be located within the development.

A potential solution could be to incorporate a roundabout or similar traffic-calming design within the development that would allow school buses to enter, safely pick up and drop off students, and exit without disrupting traffic flow along Okeechobee Road.

Additionally, we ask that provisions be made for parking in the vicinity of the bus stop. Many of our parents prefer to wait with or for their children at the stop, and adequate parking will be essential to ensure both convenience and safety.

We appreciate your attention to this matter and look forward to continued collaboration to ensure the safe and effective integration of school transportation needs into the Sunrise Village development.

Sincerely,

Nicole Fogarty
Director of Growth Management, Land Acquisitions & Intergovernmental Relations

Cc: Arianna Hilliard, Planner, WGI

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO:	Technical Review Committee
THROUGH:	Kevin Freeman, Planning Director
FROM:	Kerry Driver, Senior Planner
RE:	**Major Site Plan (Innovative) – PZSITE2025-00009** 3000 Okeechobee Rd.
TRC DATE:	**April 17, 2025**

Resubmittal for Sunrise Village Apartments 3000 Okeechobee Rd.
Resubmittal date: May 22, 2025

The above referenced project is being resubmitted for your review and comments. The applicant is requesting a Major Site Plan (Innovative Design) for Sunrise Village Apartments, located at 3000 Okeechobee Rd., Parcel ID: 2417-504-0020-0001-6.

Please send all comments to kdriver@cityoffortpierce.com, planning@cityoffortpierce.com and/or through interoffice mail to the Planning Department

Thank you,
Kerry

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

To: Arianna Hillard, WGI, Inc.

From: Kerry C. Driver, Senior Planner

Re: **Project#: PZSITE2025-00009 –** Major Site Plan: Innovative Development
Sunrise Village Apartments – 3000 Okeechobee Rd.

Meeting Date: **Technical Review Committee meeting Thursday, April 17, 2025**
Resubmittal comments 6/24/25

City of Fort Pierce Planning Department

Advisory Comments:

1. Prior to the issuance of the Certificate of Occupancy, the city's approved Landscape Maintenance Agreement must be notarized and submitted
2. Sign permits shall be filed separately during the permit process

ST. LUCIE COUNTY FIRE DISTRICT
Community Risk Reduction Division
Office of the Fire Marshal

Telephone: **(772) 621-3322**
Fax: **(772) 621-3604**

BUREAU OF FIRE PREVENTION

SITE PLAN REVIEW

TO: Site Plan Applicant

SITE PLAN: 3000 Okeechobee Road PZSITE2025-00009

REVIEW DATE: 4/7/2025, 6/10/2025

PLANNER: KERRY DRIVER

REVIEWED BY: Lt Jesse Almand

Site Plan Approved with conditions: _X_____

Site Plan Requires Re-submittal: _____

The Following Conditions/Revisions Are Necessary:

1. ~~**Please submit a completed application for Development/Site Plan Review (St. Lucie County Fire District Development & Site Plan Review Application). This form is available on-line at https://www.slcfd.com.**~~ **Received 5/23/2025**

2. ~~**Fire District review fees are due at the time of submittal. An abbreviated fee schedule is included on the application form.**~~ **Received 6/10/2025**

3. ~~**Please provide an electronic revised copy of the site plan if applicable (pdf format).**~~

4. ~~**Please provide written acknowledgement of the conditions/revisions provided.**~~ **Received 6/9/2025**

5. ~~**A separate review and permit is required for Underground Fire Mains connected to standpipes or sprinkler systems.**~~

6. ~~**Fire department access roads provided in accordance with 18.2.3 shall be provided at the start of a project and shall be maintained throughout construction. (NFPA 1 16.1.4). Surface. Fire department access roads shall be designed and maintained to**~~

~~**support the imposed loads of fire apparatus and shall be provided with an all-weather driving surface. (NFPA 1.18.2.3.5.2)**~~

7. ~~**Electronic security gates must have an access control key switch on the control panel to allow for Fire Department entry in an emergency. Manual security gates that will be locked require a Knox lock. All security gates shall maintain a clear width of 12 feet when open and provide a means to open the gates manually upon loss of power. (SLCFD Resolution 740-23)**~~

8. ~~**Per the St. Lucie County Fire District Fire Prevention Code Resolution 740-23, at least 13 feet 6 inches nominal vertical clearance shall be provided and maintained over the full width of all means of access (including, but not limited to trees, canopies, etc.)**~~

9. ~~**The Fire District reserves the right for future comments at the site plan & building construction phase.**~~

10. ~~**Fire apparatus access roads shall be provided such that any portion of the facility or any portion of an exterior wall of the first story of the building is located not more than 150 ft from fire apparatus access roads as measured by an approved route around the exterior of the building or facility. NFPA 1 18.2.3.2.2. (*Installation of a sprinkler system will be required if this distance requirement is not met.)***~~

11. ~~**Where buildings are protected throughout with an approved automatic sprinkler system that is installed in accordance with NFPA 13, NFPA 13R, or NFPA 13D, the distance in 18.2.3.2.2 shall be permitted to be increased to 450 ft (137 m). (NFPA 1 18.2.3.2.2.1)**~~

12. ~~**Please provide a truck circulation detail.**~~

13. ~~**Be advised: Dimensions of largest vehicle are as follows: 38 tons or 77,000 lbs, 47.5 ft. total length, 21.5 ft. wheel base, 10.5 ft. total width, 41.5 degree turning radius. (SLCFD Resolution 740-23)**~~

14. ~~**Minimum roadway pavement width (two-way traffic) shall be twenty (20) ft. (SLCFD Resolution 740-23)**~~

ST. LUCIE COUNTY FIRE DISTRICT
Community Risk Reduction Division
Office of the Fire Marshal

Telephone: **(772) 621-3322**
Fax: **(772) 621-3604**

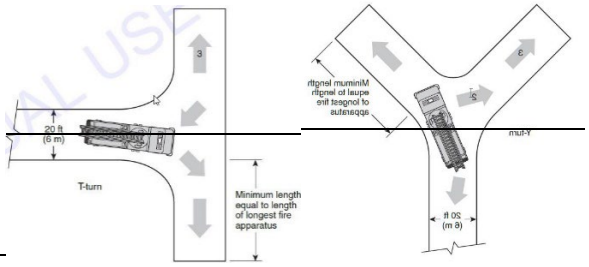
15. ~~**Minimum roadway pavement width (one-way traffic) shall be twelve (12) ft. (SLCFD Resolution 740-23)**~~

16. ~~**Fire apparatus access roads connecting to roadways shall be provided with curb cuts extending at least 2 ft (0.61 m) beyond each edge of the fire apparatus access road. (NFPA 1 18.2.3.5.3.3)**~~

17. ~~**The angle of approach and departure for any means of fire apparatus access road shall not exceed 1 ft drop in 20 ft (0.3 m drop in 6 m) or the design limitations of the fire apparatus of the fire department, and shall be subject to approval by the AHJ.(NFPA 1 18.2.3.5.6.2)**~~

18. ~~**A fire department access road shall extend to within 50 ft (15 m) of at least one exterior door that can be opened from the outside and that provides access to the interior of the building. (NFPA 1.18.2.3.2.1)**~~

19. ~~**Dead-end roadways serving commercial or residential occupancies must include a cul-de-sac when the roadway length exceeds one hundred-fifty (150) feet. "Y" or "T" type turnaround arrangements are permitted. The minimum length must be equal to the length of the longest fire apparatus. (SLCFD Resolution 740-23)**~~



20. ~~**Fire hydrants (shall be) are provided for buildings other than detached one-and-two-family dwellings IAW both of the following 1) The maximum distance to a fire hydrant from the closest point in the building shall not exceed 400 feet. 2) The maximum distance between fire hydrants shall not exceed 500 feet. NFPA 1:18.5.3. Please provide fire flow calculations for hydrants.**~~

21. ~~**Fire Hydrants (shall be) are provided for detached one- and two-family dwellings IAW both of the following: 1) The maximum distance to a fire hydrant from the**~~

~~**closet point on the building shall not exceed 600 feet. 2) The maximum distance between fire hydrants shall not exceed 800 feet. NFPA 1:18.5.2.**~~

22. ~~**An approved water supply capable of supplying the required fire flow for fire protection (shall be) is identified to all premises upon which facilities, buildings, or portions of buildings which are to be constructed or moved into the jurisdiction. The approved water supply shall be in accordance with NFPA 1:18.4.**~~

23. ~~**Fire department connections shall be located on the street side of buildings and shall be located and arranged so that hose lines can be readily attached to the inlets without interference from any nearby objects, including buildings, fences, landscaping, or other fire department connections. The locations of connections shall be based upon the access requirements of the fire department.**~~

24. ~~**The distance allowed between the fire department connection and a fire hydrant shall be no more than one hundred fifty (150) feet as a vehicle travels.**~~

25. ~~**Where underground water mains and hydrants are to be provided, they shall be installed, completed, and in service prior to commencing construction work on any structure. It is not intended to prohibit the construction of non-combustible structure foundation elements such as foundations and footings prior to the completion of underground water mains and hydrants (NFPA 1 16.4.3.1.3).**~~

26. ~~**The minimum size of water mains for supplying water for firefighting purposes shall be six (6) inches. b. The minimum size of water mains supplying hydrants on a dead end main shall be eight (8) inches. c. The maximum number of hydrants located on a dead end main shall be one (1). d. Grid or Tee systems shall be supplied by a minimum of an eight (8) inch looped main. Exceptions may be granted based on the capacity of the water distribution system but in no case shall the main size be less than six (6) inches. e. The minimum size water main(s) shall be determined by the needed fire flow as established by the Fire Marshal and based on the current Insurance Service Office (ISO) requirements.**~~

27. ~~**Hydrants shall be located no more than 12ft. from the curb of roadways or from the edge of payment. Clearances of three feet (3 ft.) shall be maintained around the circumference of hydrants. A clear space of not less than five feet (5ft.) shall be provided in front of each hydrant connection having a diameter greater than 2 ½ inches. The center of hose outlet shall be not less than 18 inches above final grade. (SLCFD Fire Prevention Code Resolution 740-23).**~~

ST. LUCIE COUNTY FIRE DISTRICT
Community Risk Reduction Division
Office of the Fire Marshal

Telephone: **(772) 621-3322**
Fax: **(772) 621-3604**

28. ~~**Site Plans submitted in accordance with this Fire Prevention Code shall include the size, layout, and offsite connections for the water distribution system and the location of all existing and proposed fire hydrants within one thousand (1,000) feet of the proposed project.**~~

BOARD MEMBERS
Dr. Donna Mills, *Chairman*
DISTRICT #3
Troy Ingersoll, *Vice Chairman*
DISTRICT #5
Debbie Hawley
DISTRICT #1
Terissa Aronson
DISTRICT #2
Jennifer Richardson
DISTRICT #4

St. Lucie PUBLIC SCHOOLS

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SUPERINTENDENT
Dr. Jon R. Prince

9461 Brandywine Lane
Port St. Lucie, FL 34986
772.429.3600
www.stlucieschools.org

June 6, 2025

City of Fort Pierce
Planning Department
100 N. U.S. Highway 1
Fort Pierce, FL 34950

Subject: **Updated Site Plan Review – Sunrise Village**

Dear Planning Department,

Following our recent meeting and review of the newly submitted site plan for Sunrise Village, we appreciate the revision showing the proposed school bus stop located further away from Okeechobee Road. Based on this updated layout, St. Lucie Public Schools will be able to accommodate the bus stop by situating it just west of the development's entrance, heading south westbound. This adjustment provides a safer pick-up and drop-off area for students and minimizes direct impact from the high-traffic conditions along Okeechobee Road.

While this revised location is acceptable, we would like to reiterate that our preference remains for the bus stop to be placed within the development itself. An internal location would allow school buses to enter, load and unload students safely, and exit without disrupting the traffic flow on adjacent roadways. It would also allow for better access for parents who often wait with or for their children.

We thank you for your continued collaboration and consideration of student safety in the planning of this project.

Sincerely,

Nicole Fogarty
Director of Growth Management, Land Acquisitions & Intergovernmental Relations

Cc: Arianna Hilliard, WGI
Adam Schildmeier, WGI
Jerrod Purser, WGI
Ash Leyva, Blue Sky Communities

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Kerry Driver, Senior Planner

FROM : Venetia Barnes, Stormwater Engineer

THRU : Mark Zrallack, P.E., City Engineer

RE : Site Plan – Sunrise Village Apartments – 3000 Okeechobee Road

DATE : July 21, 2025

This is to advise you that we have completed the review of the following documents received by this office on July 18, 2025:

- [x] Site Plan
- [ ] Test Reports & Related Documents
- [ ] Record Drawings
- [ ] Clearances from all applicable Local, State and Federal Agencies
- [ ] Building Construction Plans
- [ ] Certificate of Completion
- [ ] Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [x] Recommend
- [ ] Do Not Recommend

- [x] Site Plan
- [ ] DPCR
- [ ] C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

- [x] See attached for conditions of approval comments

Z:\Shared\4400 Engineering\ENGINEERING\Site Development Projects\Addresses\2001 - 3000\3000 Okeechobee Road\Site Plan\Submittal No. 3 - 071825\SP Approval w. Conditions- 072125.docx

ENGINEERING APPROVAL CONDITIONS:

As provided in the revised site plan layout submitted on Friday, July 18th, the following are approved conditions:

1. A 5-foot sidewalk along South 31st Street to provide site connectivity to the existing Okeechobee Road sidewalk.
2. A 12.5-feet right-of-way donation, which is half of the required 25-feet as a part of the site plan approval process. The City of Fort Pierce Code of Ordinances specifies that roadways classified as "local" shall have a minimum right-of-way width of 60-feet. South 31st Street has a substandard right-of-way width of 35-feet. Therefore, it was requested that the applicant provide the 12.5 feet-feet right-of-way donation.

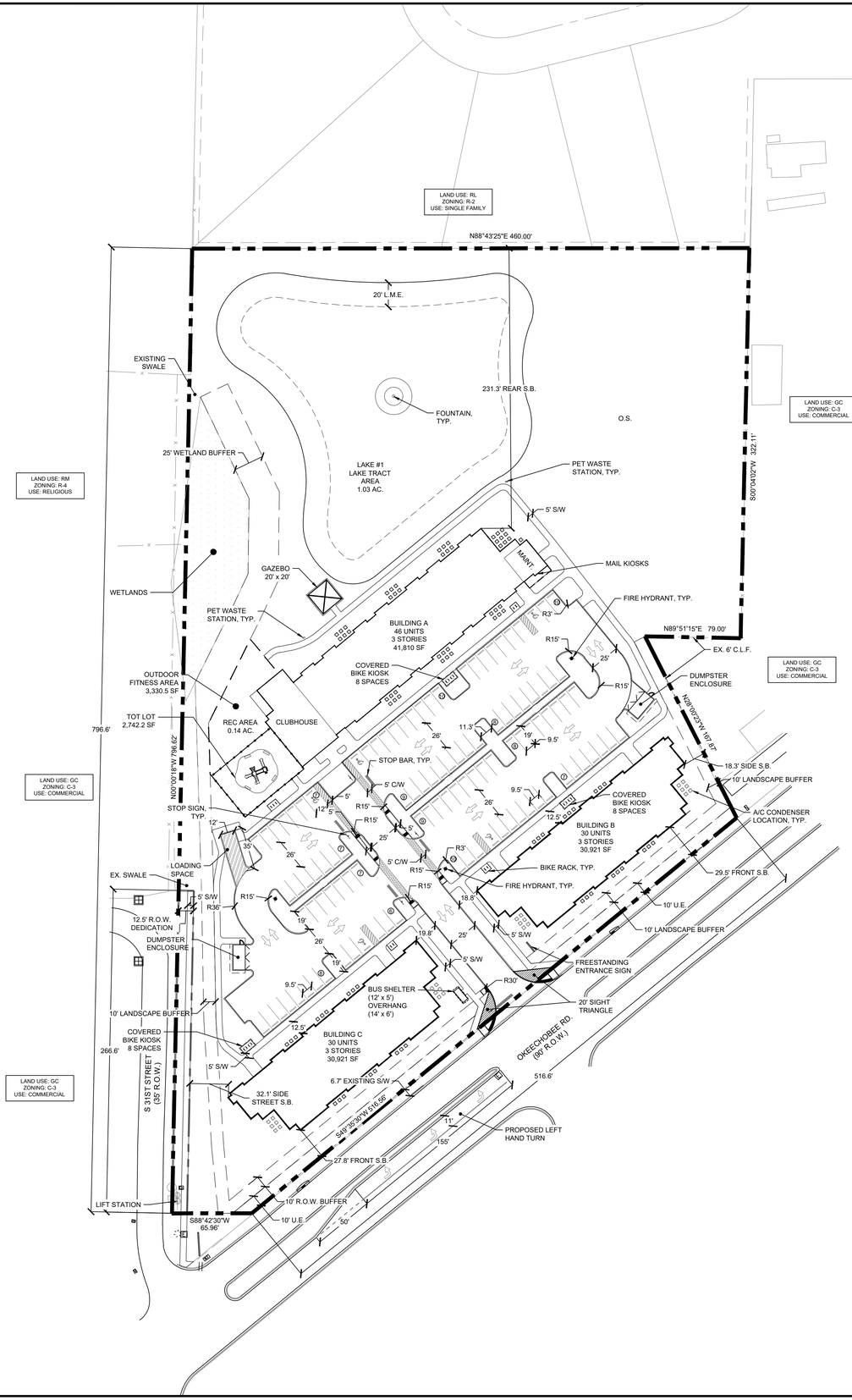
ADVISORY COMMENTS:

1. The project shall have all State and Federal permits in place prior to conducting any land clearing operations as the submitted Environmental Assessment Report indicates that wetlands are present on the site as well as possible threatened species.
2. Okeechobee Road is a St. Lucie County roadway, verification by the County of possible required roadway improvements shall be provided by the County.
3. The drainage plan was reviewed conceptually and will be reviewed in depth at time Building Permit application.
4. Prior to issuance of a Certificate of Occupancy, a final inspection shall be scheduled with this department and the following shall be submitted to the City Engineer:

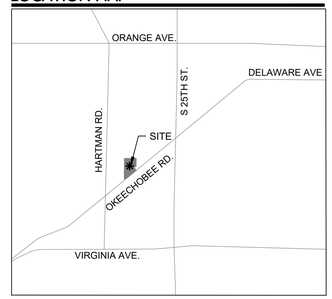
    a. A certificate of completion signed and sealed by the engineer of record.
    b. Two copies of certified as-builts.
    c. Signed and sealed density test with location map of test areas.
    d. A maintenance plan and agreement signed by the owner and/or operating entity shall be notarized and submitted to the City Engineer. The agreement shall include the operation and maintenance of all stormwater facilities and shall ensure the stormwater management system has a plan for the removal of nuisance and invasive exotics or other vegetation to ensure no re-growth of the same.

MZ/VB/vb

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.460.6847



LOCATION MAP



N

0 25 50 100

SCALE: 1" = 50'

SITE DATA

APPLICATION NAME		SUNRISE VILLAGE
EXISTING FUTURE LAND USE		RM
EXISTING ZONING DISTRICT		R-4
SEC 17	TOWN 35S	RANGE 40E
PROPERTY CONTROL NUMBER(S)		2417-504-0020-001-6
EXISTING USE		VACANT
PROPOSED USE		MULTIFAMILY
GROSS SITE AREA		6.80 AC.
ROW DEDICATION		0.08 AC.
NET SITE AREA		6.72 AC.
TOTAL UNITS PROPOSED		106 DU
PROPOSED GROSS DENSITY		15.6 D.U./AC.
STANDARD PARKING REQUIREMENT		159 SPACES
TOTAL PARKING PROVIDED		106 SPACES
ACCESSIBLE PARKING PROVIDED		5 SPACES
BICYCLE SPACES REQUIRED		11 SPACES
BICYCLE SPACES PROPOSED		42 SPACES
COVERED BIKE SPACES		24 SPACES
EXTERIOR BIKE SPACES		18 SPACES
MAX BUILDING HEIGHT		45'
PROPOSED BUILDING HEIGHT		3 STORIES (45')
REC PROVIDED		0.14 AC.
PROPOSED LAKE TRACT AREA		(15.2%) 1.03 AC.
MAX. BUILDING LOT COVERAGE		(50%) 3.4 AC.
PROPOSED BUILDING LOT COVERAGE		(12.5%) 0.85 AC.
MIN. OPEN SPACE REQUIREMENT		(25%) 1.7 AC.
PROPOSED OPEN SPACE		(62.1%) 4.23 AC.

PROPERTY DEVELOPMENT REGULATION CHART

R-4 MF	MIN. LOT SIZE	MIN. LOT WIDTH	MIN. LOT DEPTH	MAX.LOT COVERAGE	MIN. BUILDING YARDS				MAX. BLDG. HEIGHT
					FRONT	SIDE CORNER	SIDE	REAR	
REQUIRED	0.1 AC.	75'	90'	50%	25'	15'	10'	20'	45'
PROPOSED	6.80 AC.	516.6'	796.6'	12.5%	27.8'	32.1'	18.3'	231.3'	45' (3 STORIES)

LEGEND

AC. = ACRES
ADT = AVERAGE DAILY TRIPS
C.L. = CENTER LINE
C.L.F. = CHAIN LINK FENCE
C/W = CROSSWALK
D.E. = DRAINAGE EASEMENT
D.U. = DWELLING UNITS
EX. = EXISTING
FLU = FUTURE LAND USE
INC. = INCOMPATIBILITY
L.A.E. = LIMITED ACCESS EASEMENT
L.M.E. = LAKE MAINTENANCE EASEMENT
L.M.A.E = LAKE MAINTENANCE ACCESS EASEMENT
L.S.E.= LIFT STATION EASEMENT
O.R.B. = OFFICIAL RECORD BOOK
O.S. = OPEN SPACE
P.B. = PLAT BOOK
PDR = PROPERTY DEVELOPMENT REGULATIONS
PG. = PAGE
R = RADIUS
ROW = RIGHT-OF-WAY
R/W = RIGHT-OF-WAY
S.B. = SETBACK
S.F. = SQUARE FEET
S/W = SIDEWALK
T.B.A. = TO BE ABANDONED
TYP = TYPICAL
U.E. = UTILITY EASEMENT
ULDC = UNIFIED LAND DEVELOPMENT CODE
W = WORKFORCE HOUSING UNIT
WFH = WORKFORCE HOUSING
T.B.R. = TO BE RELEASED

BY	REVISION	DATE	No.
IE	RESUBMITTAL	2025-05-15	1

CERT NO: 6991
561.687.2220

WGI.
WGInc.com
2035 VISTA PARKWAY, WEST PALM BEACH, FLORIDA 33411

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

PREPARED UNDER THE SUPERVISION OF WGI, INC. ON 2025-07-15

INITIAL SUBMITTAL
FEBRUARY 21, 2025

SUNRISE VILLAGE
CITY OF FORT PIERCE, FL

SITE PLAN

SHEET
SP-1
1 OF 1

11038.00

SAVED: 7/15/2025 2:58 PM
PLOTTED: 7/15/2025 3:00 PM
PLOTTED BY: RAQUEL SAMARDO
PATHNAME: P:\11038\Engineering\Site Plan\Sunrise Site Plan\Sunrise Ft Pierce\PLANS\CAD\11038SP_PL SITE.dwg

Kimley»Horn

To: Kori Benton, AICP
Planning Manager
St. Lucie County Planning and Development Services

From: Alex Memering, P.E.
Kimley-Horn and Associates, Inc. ARM

Date: July 11, 2025

Re: **Sunrise village**
Final Review of Turn Lane Analysis

Kimley-Horn has reviewed the traffic impact analysis (revised January 2025) prepared by Truckin Traffic, LLC. related to the above-mentioned project. The proposed development consists of 106 affordable housing units. The site is generally located in the northeast quadrant of Okeechobee Road and S 31st street in the city of Fort Pierce.

A left turn lane is warranted at the intersection of Okeechobee Road and the project driveway, however a right turn lane is not warranted at this location

Thank you for the opportunity to assist Saint Lucie County in reviewing this project. Please contact us if you have any questions or need additional information.


PUBLIC HEARING
A CONDITIONAL USE application
has been received for this property
For more information:
(772) 467-3737

PUBLIC HEARING

A CONDITIONAL USE application has been received for this property.

For more information:
(772) 467-3737

FORT PIERCE, FL
THE SUNRISE CITY

August 7, 2025

Kerry Driver, Senior Planner
City of Fort Pierce
Planning Department
kdriver@cityoffortpierce.com

RE: Sunrise Village - Major Site Plan: Innovative Development (PZSITE2025-00009)

Ms. Driver,

Please accept this letter as a formal clarification of the PZSITE2025-00009 Density Request.

The subject site is eligible for up to 17 dwelling units per acre based on the density bonus allowances in the code. For clarification, the Applicant is requesting approval of a gross density of 15.6 dwelling units per acre for 106 multifamily units.

If you have any questions, please contact me at 561-537-4533 or Jerrod.Purser@wginc.com.

Sincerely,

WGI, Inc.



Jerrod Purser, PLA
Senior Project Manager

Owner1	Owner2	Mailing Address 1	Mailing City State Zip
ST LUCIE COUNTY		2300 Virginia AVE	Fort Pierce; FL 34982-5632
Alicia Mondono	Marcos David Quintanilla Avilla	2408 S 15th ST	Fort Pierce; FL 34982-3626
Jose P Garcia		117 Hartman RD	Fort Pierce; FL 34947-3401
Bilmer G Serrano	Tamara Serrano	3112 Yellowstone CIR	Fort Pierce; FL 34945-5705
FP34A LLC		3225 McLeod DR; Unit Ste 100	Las Vegas; NV 89121-2257
Christina M Perez		1210 S 33rd St	Fort Pierce; FL 34947-6311
Iglesia de Dios Pentecostal Movimiento Intl		PO Box 1575	Fort Pierce; FL 34954-1575
ABC CLASSIC RESTORATION CORP		2906 Okeechobee RD	Fort Pierce; FL 34947-4615
Arrow Investment Group LLC		4512 N Flagler DR; Unit Ste 206	West Palm Beach; FL 33407-3900
St Lucie Habitat for Humanity Inc		702 S 6th ST	Fort Pierce; FL 34950-8342
Open Door House of Prayer Inc		1312 S 33rd ST	Fort Pierce; FL 34947-6314
Green Keel Holdings LLC		1503 Boston AVE	Fort Pierce; FL 34950-3927
Annie M Widlan		243 23rd ST	Okeechobee; FL 34974-0540
Juan G Soto	Azucena Z Soto	7800 W Oakland Park BLVD; Unit Ste 109	Sunrise; FL 33351-1121
Charles William Pitts (LF EST)		5303 Palmetto AVE	Fort Pierce; FL 34982-7270
Sanco LLC		901 Bermuda Gardens Rd	Delray Beach; FL 33483-6420
Metis Properties LLC		94 SW Palm Cove DR	Palm City; FL 34990-4322
Pfeiffer 1614 S 30th St LLC		3560 Cypress ST	Palm Beach Gardens; FL 33410-5646
Jose Suero		1066 Anna ST	Elizabeth; NJ 07201-1464
Jillian Alexa Rae Peralta	Chadrick M Britton	1605 S 29th ST	Fort Pierce; FL 34947-6948
Adrian Morales	Jorge L Morales	1011 Grandview BLVD	Fort Pierce; FL 34982-4323
Lucia Rodriguez	Pedro Rodriguez	1505 S 29th ST	Fort Pierce; FL 34947-6946
Robert I Hayes	Carol O Hayes	201 Rosewood Dr	Fort Pierce; FL 34949-8327
ID 2911 LLC		18651 SW 39th ST	Miramar; FL 33029-2703
Richard F Haisley (TR)	Jimmie Anne Haisley (TR)	3015 Okeechobee RD	Fort Pierce; FL 34947-4616
Robert Hernandez Jr		1610 S 30th ST	Fort Pierce; FL 34947-6911
Kenneth G Cheatham		1612 S 30th St	Fort Pierce; FL 34947-6911
Maricela Z Loredo		1703 S 30th ST	Fort Pierce; FL 34947-6912
Richard F Haisley (TR)	Jimmie A Haisley (TR)	3015 Okeechobee RD	Fort Pierce; FL 34947-4616
Oziel Andrade		7002 Deer Park AVE	Fort Pierce; FL 34951-1819
Lucero Carrillo-Moctezuma	Aaron Garcia Gamez	1704 S 31st ST	Fort Pierce; FL 34947-6922
Savanna Concierge LLC		105 Orange AVE	Fort Pierce; FL 34950-4346

William Schuck		1413 S 28th ST	Fort Pierce; FL 34947-6940
Noe Bautista		1501 S 28th St	Fort Pierce; FL 34947
Hilda Garcia (LF EST)		1505 S 28th ST	Fort Pierce; FL 34947-6975
Dorothy N Guettler		1511 S 28th St	Fort Pierce; FL 34947
Rogelio Fernandez	Maria Fernandez	1506 S 29th St	Fort Pierce; FL 34947-6945
Virginia Leitner	c/o Jesse L Davis	1546 Pulitzer Rd	Fort Pierce; FL 34945-4425
El Brava LLC		4718 Fountains Dr S	Lake Worth; FL 33467
Caraf Land 2829 LLC		7844 NW 178th ST	Hialeah; FL 33015-3649
Church of the Nazarene of the New Jerusalem Inc		407 Florida AVE	Fort Pierce; FL 34950-8360
Isabel G Izquierdo		3102 Louisiana AVE; Unit Apt B	Fort Pierce; FL 34947-7281
Justin T Dixon		2410 Avenue D	Fort Pierce; FL 34950-2756
Isabel G Izquierdo		3102 Louisiana AVE; Unit Apt A	Fort Pierce; FL 34947-7281
Vincent A Peso	Azucena J Villar	1103 Hemlock CIR	Fort Pierce; FL 34947-7237
Francis C Wiley		1105 Hemlock CIR	Fort Pierce; FL 34947-7237
Jeremy Green		1107 Hemlock CIR	Fort Pierce; FL 34947-7237
Jeanne Arias		223 N 2nd ST	Fort Pierce; FL 34950-4433
Mary A Glaze		1118 Hemlock CIR	Fort Pierce; FL 34947-7236
Samuel T Andrews	Stephanie L Andrews	1120 Hemlock CIR	Fort Pierce; FL 34947-7236
Celia Lexine		1122 Hemlock CIR	Fort Pierce; FL 34947-7236
Courtney J Davis		702 N 23rd St	Fort Pierce; FL 34950
Candice Rivers		2148 Landsmere Dr SE	Mableton; GA 30126-2970
Vickey L Walker	Richard Walker Jr	1104 Hemlock CIR	Fort Pierce; FL 34947-7236
EDF Inc		8390 Currency DR	Riviera Beach; FL 33404-1747
Ornie L Patterson (LF EST)		1119 Hemlock CIR	Fort Pierce; FL 34947-7237
Ruby Dennard		3355 Juanita AVE	Fort Pierce; FL 34946-7112
613 Homes LLC		PO Box 740963	Boynton Beach; FL 33474-0963
Anastacio Reyes	Maria C Reyes	1602 S 29th St	Fort Pierce; FL 34947-6947
Candyland Properties Of St Lucie LLC		442 SE Starflower AVE	Port St Lucie; FL 34983-4516
Community United Methodist Church		3114 Okeechobee Rd	Fort Pierce; FL 34947-4619
Leobardo Mata	Rosa Barajas	1010 S 9th ST	Fort Pierce; FL 34950-9328
TRIPLE D VENTURES LLC		3803 Eleven Mile RD	Fort Pierce; FL 34945-2541
Phantaja Francis		2450 SW 7th ST	Fort Lauderdale; FL 33312-2216

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

August 12, 2025

Dear Property Owner:

The property owner of **Arrow Investment Group, LLC** is requesting approval of an **innovative development major site plan,** for 106-unit apartment buildings. The proposed name is Sunrise Village Apartments, and it is located at 3000 Okeechobee Road., Parcel ID 2417-504-0020-001-6.

> *Legal description: COLLIER`S S/D BLK D ALL BLK D-LESS S 27 FT AND SELY 7 FT FOR RD R/W AND LESS THAT PART MPDAF: BEG INT OF SE COR OF BLK D AND NLY RD R/W LI OF OKEEC RD RUN N 28 00 23 W 167.87 FT,TH N 89 51 15 E 79 FT TO E LI OF BLK D,TH S 00 04 02 W ALG E LI 148.41 FT TO NLY RD R/W LI OF OKEEC RD AND POB-(6.86 AC)*

The property has a zoning classification of Medium Density Residential (R-4) and a future land use designation of Medium Density Residential (RM).

A public hearing is scheduled before the **City Commission** of the City of Fort Pierce, Florida, at their meeting on **Tuesday, September 2, 2025**, which begins at **5:05 p.m**., in the City Hall Commission Chambers, 100 North U.S. Highway 1, Fort Pierce, Florida. You are provided with the opportunity to attend the public hearing and to speak in favor of, or in opposition to, the requested **Major Site Plan: Innovative Community Development with affordable housing** application. If you have any inquiries, or would like to review the complete application, please dial (772) 467-3739 or email kdriver@cityoffortpierce.com. Furthermore, published agenda packets for each City Commission meeting are provided a few days in advance at the following web address: http://cityoffortpierce.com/223/Agendas-Minutes.

Sincerely,

Kerry C. Driver
Senior Planner

D R A F T

CITY OF FORT PIERCE

PLANNING BOARD

Planning Board Minutes

OF THE REGULAR MEETING OF THE FORT PIERCE CITY PLANNING BOARD HELD ON MONDAY, AUGUST 11, 2025, IN FORT PIERCE CITY HALL, COMMISSION CHAMBERS, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Ms. Clemons entered the meeting at 4:01 PM.

Present:	Nichelle Clemons; Christopher Widing; Clayton Johnson; Justine Carter; Ryan Collins; Anton Kreisl, Chair
Absent:	Alexander Edwards
Staff Present:	Kev Freeman, Planning Director Vennis Gilmore, Historic Preservation Planner/Senior Planner Kerry Driver, Senior Planner Alicia Rosenthal, Planning and Development Organizer

4. CONSIDERATION OF ABSENCES

Me. Edwards was excused.

5. APPROVAL OF MINUTES

a. Minutes from the July 14, 2025 meeting

Motion was made by Ryan Collins, and seconded by Justine Carter to approve the minutes from the July 14, 2025, meeting.

AYE: Clayton Johnson, Justine Carter, Ryan Collins, Nichelle Clemons, Christopher Widing, Chair Anton Kreisl

Passed

6. NEW BUSINESS

a. **PZANN2025-00001**
Annexation
MRM Ventures
Parcel ID: 2421-233-0001-000-2

Mr. Gilmore gave an overview of the annexation, at or near the northeast corner of South 25th Street and Cortez Boulevard. He stated the annexation is for one (1) parcel into the City, with a City Future Land Use of RL, Residential Low-Density, and a City zoning of R-2, Single Family Intermediate Zone. Mr. Gilmore said the approximate 8.25 acre property has a St. Lucie County Future Land Use Designation of RU, Residential Urban, and a St. Lucie County Zoning designation of RS-4, Residential, Single-Family – 4/du. Mr. Gilmore said the current taxable value of the property is approximately $839,500 and the maximum build out potential is an increase of 12 residential units. He concluded that staff recommended that the Planning Board recommend approval of the proposed annexation to the City Commission.

Motion was made by Nichelle Clemons, and seconded by Ryan Collins to forward a recommendation of approval of the annexation to the City Commission.

AYE: Ryan Collins, Nichelle Clemons, Christopher Widing, Clayton Johnson, Justine Carter, Chair Anton Kreisl

Passed

b. **PD2024-00007**
Zoning Atlas Map Amendment
Cornerstone Master Planned Development
2721 S. Jenkins Road

Mr. Gilmore stated the request is for a Zoning Atlas Map Amendment of two (2) parcels of land to change the Zoning classification from General Commercial Zone (C-3) to Pulte-Cornerstone Planned Development (PD) with an associated Master Development Plan.

He stated the application proposes a 250-unit fee-simple single-family residential community with a range of home sizes, a range of designs, and amenities including a linear park, pocket park, pool, recreational playground and a public art identity feature.

Mr. Gilmore reviewed the history of the parcel. He said on November 3, 2008, the City Commission approved a site plan to construct a 383,605-square-foot commercial development consisting of eight (8) buildings by the name of Newberry Fields. On December 9, 2024, the Planning Board reviewed and recommended approval of the concurrent application for a Future Land Use Amendment of the subject property. The applicant requested to change the Future Land Use from GC, General Commercial to RM, Medium Density Residential.

Mr. Gilmore showed the landscape plan, and reviewed the PD benefits and the traffic analysis. He also stated a Signal Warrant Analysis was prepared at the request of the St. Lucie County Public Works/Engineering department by Traffic & Mobility Consultants. He

noted the analysis was submitted to St. Lucie County on August 5, 2025, for consideration of a traffic signal.

Mr. Freeman explained what was going on behind the scenes with the application. He said there are two interested parties, including the applicant and the neighboring property owner to the north, who is proposing commercial development on the property in the future. The neighboring property owner to the north has requested that St. Lucie County consider full access from Jenkins Road to his property and the residential property. Negotiations are being taken between both parties and St. Lucie County. The city requested input from St. Lucie County to settle out what they would be allowed to do there. The city is dependent on St. Lucie County either agreeing or not agreeing to full access to the neighboring commercial property.

Leslie Olson, Principal of the District Planning Group, introduced the team working on the Master Planned Development. She said the parcel is located southeast of Okeechobee Road and I-95, and across the street from Avalon Crossing and Wawa on Jenkins Road. She stated they are working closely with the commercial property owner just to the north.

Lee Dobbins of the Dean Mead Law Firm, gave an update on the project process, and he noted the applicant plans to come back in September 2025 for the Final Planned Development, which will include the Planned Development Agreement.

Ms. Olson continued with her presentation. She said the site has great access to the state's intermodal system and visibility from I-95. The project will incorporate a tall sculptural piece of art welcoming you to the City of Fort Pierce at the SW corner of the parcel.

Ms. Olson noted the change in the Future Land Use will generate 88% less traffic than in the former Future Land Use. She said the site design is a grid pattern for walkability, including tree-lined streets and nature trails.

Ms. Olson stated the north entrance, closest to Okeechobee Road, would be shared with the commercial property owner to the north. She highlighted that they are advocating for full access to the northern site. She stated a second entrance to the south is being added that aligns with Independence Classical Academy, where a traffic signal is also needed. Ms. Olson said the developer will be contributing to the cost of the traffic signalization. She noted they will be providing both north and south-bound turning lanes at both entrances. Ms. Olson showed the location of the bus stop, and said the school bus would pull into the commercial site to the north, swing to the south into the development and then do a right turn-out.

Ms. Olson showed the phasing plan and said they plan to start from the south and work north.

Mr. Widing asked if the School Board of St. Lucie County liked the bus stop location and if the location was set in stone. Chair Kreisl asked if the location of the bus stop is contingent on the access agreement with the neighbor to the north. He also asked if there was a back-up plan if the agreement did not work. Ms. Olson said there is another way to re-route the bus. Ms. Clemons stated she was concerned that the bus stop is located in phase 2 of construction as opposed to phase 1, which has the majority of the residential units. Ms. Olson said the phasing line could be adjusted to include the bus stop in phase 1.

Mr. Johnson asked if semi-trucks would go through the residential neighborhood if the commercial entity entered through its own property. He also asked about time limits for access. Ms. Olson said the site has been designed so no houses would face the northern road where commercial trucks can go back and forth. Ms. Olson said the intent was to have some access to the commercial property as well, so the trucks could do a right in and right

out. She said it has not been negotiated yet between the contract buyer, Pulte, and the owner of the commercial property on how that will work. Mr. Johnson asked if there was any potential impact on the bus stop and commercial vehicles. Ms. Olson said the bus stop is tucked away in a pocket park area and there is no need for children to walk on the road. The site is small and will not create that much traffic. Mr. Johnson asked if there would be a stipulation for a wall or fencing to separate the residential and commercial parcels or only landscape buffers. Ms. Olson said they are only proposing landscape buffers.

Ms. Carter asked if the site had to be designed the way it is in order for commercial and bus stop access to occur. Ms. Olson said the bus stop location is the best and most efficient location on the site, and it allows the bus to do a right in and right out.

Mr. Collins asked if there was any insight into the deviation of the site from commercial to residential. Ms. Olson said she believes it is the market economy.

Chair Kreisl asked if there was a berm or wall planned for the buffer on the west side, along I-95. Ms. Olson said a wall is planned with landscaping on either side. She noted that the city will be allowed to use the wall for public art.

Luke Lambert, Traffic Consultant, provided information on the traffic signalization issue. He stated the Cornerstone Pulte project is looking at two access points on Jenkins Road. The northern access will have a cross-access easement to the commercial parcel. The southern access is across from the Independence Classical Academy. Mr. Lambert said the Independence Classical Academy submitted an application for a signal warrant. The county reviewed the application and warranted a traffic signal for a single hour. He stated, on behalf of Pulte, an analysis was done on the school, church and the residential component and the analysis showed a signal was warranted based on the school's impact. Mr. Lambert noted Pulte would contribute to the cost of the signal.

Chair Kreisl asked if the signaling access had been determined. Mr. Lambert said they are still waiting to hear from St. Lucie County.

Ken Simigran, owner of commercial property just to the north of Cornerstone, said he used to own the 50 acres of land called Newberry Fields, which he sold to Pulte. He said the original intent was to make a Master Planned Retail Development, which is why the cross access exists. Mr. Simigran stated the county asked that the commercial property restrict access to a right in and right out only. Mr. Simigran said everyone has worked together to activate cross access. He highlighted that full access is critical for customers to go north or south on Jenkins Road.

Chair Kreisl asked if there were any obstacles to the way the access is going to work. Mr. Simigran said there are no issues and both Pulte and the city have worked hard at getting everyone aligned. He said Panda Express is sitting on the sidelines watching to see if the full access gets approved or if it gets approved with the condition that St. Lucie County can change the access in the future.

Mr. Freeman said, outside of the comments the city is likely to get from the county, he is looking for a determination from the Planning Board to support a full-access driveway for the commercial development, so the city can provide the county with how the development can proceed. He noted, ultimately, it is the country's decision whether full access will be granted. Mr. Freeman said an agreement has been reached between both parties, and it settles issues with the parties involved and the school district to ensure the bus stop is in the correct location.

Board discussion ensued on sidewalks, road widening, traffic and moving the bus stop

location to Phase 1 of construction. Ms. Olson said she would show the optional bus stop location to the school board. Luke Lambert stated Jenkins Road is planned to be widened to a four (4) lane roadway.

Motion was made by Christopher Widing, and seconded by Justine Carter to forward a recommendation of approval of the Master Plan Development with the following 15 conditions.

1. A Final PD shall be required prior to any development activities with the Master Site Plan by HJA Design Studio, Job No. 2024-31, 06.13.2025.
2. The minimum Open Space shall be 20% of the Final PD site area.
3. The maximum density shall be 5 dwelling units per acre of the Final PD site area.
4. The Final PD plan shall conform to the requirements of the City Code of Ordinances unless alternate standards are approved through the Planned Development Agreement.
5. A Gopher Tortoise Survey shall be submitted within ninety (90) days of land clearing to ensure that all Gopher Tortoises are accounted for and undisturbed.
6. If required by the USFWS (US Fish and Wildlife Service), a Wood Stork foraging Habitat Assessment shall be carried out on site within ninety (90) days of land clearing.
7. After approval of the Final PD Site Plan, a detailed stormwater and drainage plan and statement shall be submitted at the time of Building Permit.
8. The Final PD site plan shall be in unified control and property ownership. All land intended to be included in the planned development shall be under the legal control of the applicant.
9. The Final PD site plan shall include a general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for the development.
10. The Final PD site plan shall include all agreements, provisions and covenants which govern the use, maintenance, and continued protection of the planned development and any of its common open space or other shared areas. This material shall include material which binds successors in title to any commitments concerning completion of the project and its maintenance and operation.
11. If the applicant intends to phase out the project, please include a development phasing schedule indicating:

    The approximate date when construction of the project is expected to begin.

    The number of phases in which the project will be built and the approximate date when construction of each phase can be expected to begin and completed.

    A general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for each phase of the development.

12. The Final PD site plan shall contain the following information, at minimum: a. A Landscape and irrigation plan per section 123-4 of the City Ordinance. b. Proposed lot lines and other divisions of land for management, use or allocation purposes. c. The location, size and height of present and proposed buildings and structures. d. The location and size of all areas proposed to be conveyed, dedicated, or reserved for streets, parks, playgrounds, public and semi-public buildings, and similar uses. e. The existing and proposed vehicular circulation system, including off-street parking, and loading areas. f. The pedestrian circulation system, including its interrelationships with the vehicular circulation system, within the development to adjacent streets, showing all curb cuts and sidewalks. g. The existing and proposed utility systems, including sanitary sewers, storm sewers and water, electric and gas lines. h. The proposed buffering treatment of the perimeter of the planned development, refuse stations, storage areas,

or loading areas, including materials and techniques used such as screens, fences, and walls

13. A Unity of Title with the St. Lucie County Clerk of Courts and a Parcel Combination with the St. Lucie County Property Appraiser shall be completed prior to the issuance of any Building Permit.
14. Contact the Florida Department of Transportation (FDOT) to ensure appropriate noise attenuation measures are implemented to eliminate the potential for traffic noise intrusion into the residential development. Enhancements to minimize interior noise, such as but not limited to double-glazed glass windows, sound absorptive insulation, and door treatments that meet HUD specifications for all units shall be incorporated into the residential units prior to granting a certificate of occupancy.
15. Adjust phasing line before the Final PD to include the north access and bus option with sidewalks completed and roadway access from the developed part of phase 1.

AYE: Ryan Collins, Nichelle Clemons, Christopher Widing, Clayton Johnson, Justine Carter, Chair Anton Kreisl

Passed

c. **PZCON2025-00007**
Conditional Use
Live Oak Detox Center
912 Avenue I

Mr. Gilmore stated the application is to increase the occupancy of an existing Detox Facility from fourteen (14) to sixteen (16) clients. The subject site is approximately 0.56 acres and the property currently consists of a one-story, 8-bedroom, 5-bathroom detox facility built in 1987. The existing future land use (FLU) designation is Medium Density Residential (RM), and the zoning classification is Medium Density Residential Zone (R-4).

Mr. Gilmore noted the site currently does not meet the required parking requirements with eight (8) parking spaces and one (1) handicap parking space. He noted the City Commission approved the Conditional Use for fourteen (14) clients on February 16, 2016. He said the approval was contingent upon either providing the necessary parking spaces or pursuing the option of payment in lieu of parking.

Mr. Gilmore said Live Oak Detox is a licensed, short-term residential detoxification facility offering medically monitored withdrawal services in a structured, secure environment. Mr. Gilmore explained the Live Oak Detox Facility will always employ a maximum of six (6) staff on-site. He said licensed nurses and behavioral health technicians will work in rotating shifts to ensure 24/7 supervision and care. All transportation to and from the facility is provided by the facility staff. Visitors are restricted and only allowed under exceptional circumstances. At peak staffing (with the proposed 16-client capacity), the number of vehicles will remain within the existing parking capacity.

Mr. Gilmore showed the site plan, floor plan and front elevation.

Chair Kreisl asked what the parking requirements would be today and how many parking spaces would need to be added. Mr. Freeman stated transportation is provided by staff. He noted that if the number of staff is not increased, parking will not need to be increased. Mr. Gilmore stated the parking code requirement is 1.5 spaces per bed.

Cody Neely, Applicant, stated Live Oak Detox was not his company in 2016. He said the building has eight (8) rooms and can accommodate 16 clients. He also mentioned there is a half parking spot that can accommodate a small vehicle or motorcycle.

Chair Kreisl stated he was concerned about the parking, and he asked about the maximum number of staff. Mr. Neely said the business follows staffing guidelines by the Department of Children and Families. He said none of the residents drive and there is no visitation. He noted that the facility is short term and parking six (6) cars is not a true concern. Mr. Freeman suggested adding the condition that parking is restricted to staff only. Ms. Clemons said the parking restriction is restraining vendors from delivering supplies. Board discussion ensued about adding a parking condition of approval.

Motion was made by Clayton Johnson, and seconded by Justine Carter to forward a recommendation of approval of the Conditional Use to the City Commission with the following condition:

1. Additional parking requirements are waived if the use and business are maintained.

AYE: Nichelle Clemons, Christopher Widing, Clayton Johnson, Justine Carter, Ryan Collins, Chair Anton Kreisl

Passed

d. **PZSITE2025-00009**
Major Site Plan and Innovative Community Development
Sunrise Village Apartments
3000 Okeechobee Road

Ms. Driver gave an overview of the application and said the three (3) multi-level, multifamily buildings are proposed to offer community amenities and resources, unique architectural designs, enhanced landscaping and transit-oriented design features. The proposed development is located on a parcel of approximately 6.87 acres. The future land use of the parcel is Medium Density Residential, RM, and the zoning is Medium Density Residential, R-4. Ms. Driver showed the site plan, floor plan, elevations, and landscape plan.

Chair Kreisl asked if the fire district commented about not having secondary access, and he asked about the sidewalk and right-of-way conditions of approval. Ms. Driver stated the fire district wanted a turn around.

Jerrod Purser, Planner from WGI, stated there is a 12.5-foot right-of-way dedication that the Engineering department requested along the west property line to Nebraska Avenue and a 5-foot sidewalk connection on the east side to Okeechobee Road.

Chair Kreisl asked if a left turn was being proposed onto Okeechobee Road. He also asked if the St. Lucie County school board commented on the length of distance the bus has to travel. Mr. Purser said their preference was a bus stop on Okeechobee Road, but the school district expressed they would like the bus to come in to the site and circulate down to the bus shelter.

Ms. Carter asked why the buildings were so close to the main road versus a lake, pond or landscaping being closer to the road. She stated she had concerns about traffic noise. Mr. Purser said they wanted to create a streetscape element with the landscaping instead of a huge parking lot up against the main road. He also noted it is part of meeting the innovative design criteria. Mr. Freeman said the design is a normal urban planning design process.

Chair Kreisl asked for a more significant landscape buffer, so the buildings are not exposed

as much from the street view. Mr. Purser said there are relocated sable palms and taller trees on the frontage. Mr. Purser noted that as part of the innovative design, the materials of the building are block exterior with some other materials included that are more durable and will provide a sound barrier.

Chair Kreisl asked about phasing and Ms. Carter asked about a playground and a dog park.

Mr. Johnson asked if there were any concerns with traffic going eastbound coming onto Okeechobee Road from 31st Street without having a second entry or exit.

Adam Schildmeier, Civil Engineer from WGI, stated there were no concerns shown in the traffic study that was conducted. He highlighted that the traffic signals at 25th Street and 33rd Street break up the traffic and there is a protected median on Okeechobee Road.

Chair Kreisl asked if the property was rezoned from commercial and if there was any recent history on the parcel, being that all the frontage parcels on Okeechobee Road are commercial.

Ms Carter asked staff to consider brick and stone materials to help with noise.

Mr. Widing said having a pond at the back of the community can become a functional gathering place for the residents to enjoy.

Ash Leyva, Vice-President of Blue Sky Communities and developer of Sunrise Village, stated that an environmental impact study is required, as part of their funding process. He explained one aspect of the study is noise. He highlighted the buildings and materials were analyzed for sound, and the findings were below 70 decibels, which is considered noise.

Motion was made by Nichelle Clemons, and seconded by Christopher Widing to forward a recommendation of approval of the site plan to the City Commission with the following (7) seven conditions:

1. Prior to issuance of final certificate of occupancy, a Landscape Maintenance Agreement shall be approved and shall acknowledge the following:
   a. All approved landscaping shall be installed, irrigated, and maintained in perpetuity in accordance with section 123-7 of the City Code of Ordinances, in order that it continues to present a healthy, neat, and orderly appearance free of refuse and debris, in conformity with the following requirements:
   i. Vegetation required by this article shall be replaced with equivalent or better vegetation if it is not living. All trees for which credit is awarded, and which subsequently die shall be replaced by the same or greater number of living trees according to the standards established in this article
   ii. Maintenance shall include sufficient weeding, watering, fertilizing, pruning, mowing, edging, mulching and other horticultural practices to ensure that the landscaping continues to maintain a healthy, neat, and orderly appearance
2. A 5-foot sidewalk along S. 31st Street to provide site connectivity to the existing Okeechobee Road sidewalk.
3. A 12.5 ft. right-of-way donation on S. 31st Street.
4. Prior to the CO, a maintenance plan and agreement signed by the owner and/or operating entity shall be notarized and submitted to the City Engineer. The agreement shall include the operation and maintenance of all stormwater facilities and shall ensure the stormwater management system has a plan for the removal of nuisance and invasive exotics or other vegetation to ensure no re-growth of the same.
5. Sign permits shall be filed separately during the permit process.
6. An updated Environmental Assessment shall be required prior to land clearing and

development.

7. Prior to the issuance of any site clearing permits, the applicant shall provide a Tree Mitigation Survey and coordinate with the City of Fort Pierce Arborist for the required mitigation of the City's regulated trees proposed to be removed as a result of its site development/construction activity.

AYE: Christopher Widing, Clayton Johnson, Justine Carter, Ryan Collins, Nichelle Clemons, Chair Anton Kreisl

Passed

7. COMMENTS FROM THE PUBLIC

There were no comments from the public.

8. DIRECTOR'S REPORT

Mr. Freeman stated the first outreach meeting to update the Comprehensive Plan was held, and the second outreach meeting is October 9, 2025. He said city residents and businesses can take a survey on the city's website and make comments on what they would like to see in the future.

Mr. Freeman said he will be doing a full analysis and preparing a memo to the Planning Board and City Commission relating to State Senate Bill 108. He said it is an unusual bill that initially dealt with rebuilding quicker after hurricanes. Within the bill there is an element that if a city or county is within a certain radius of a hurricane, there are provisions that restrict any changes, within a certain time period, to the comprehensive plan or zoning regulations which are more restrictive than those already in place. He noted this has a significant impact on the direction the city is moving.

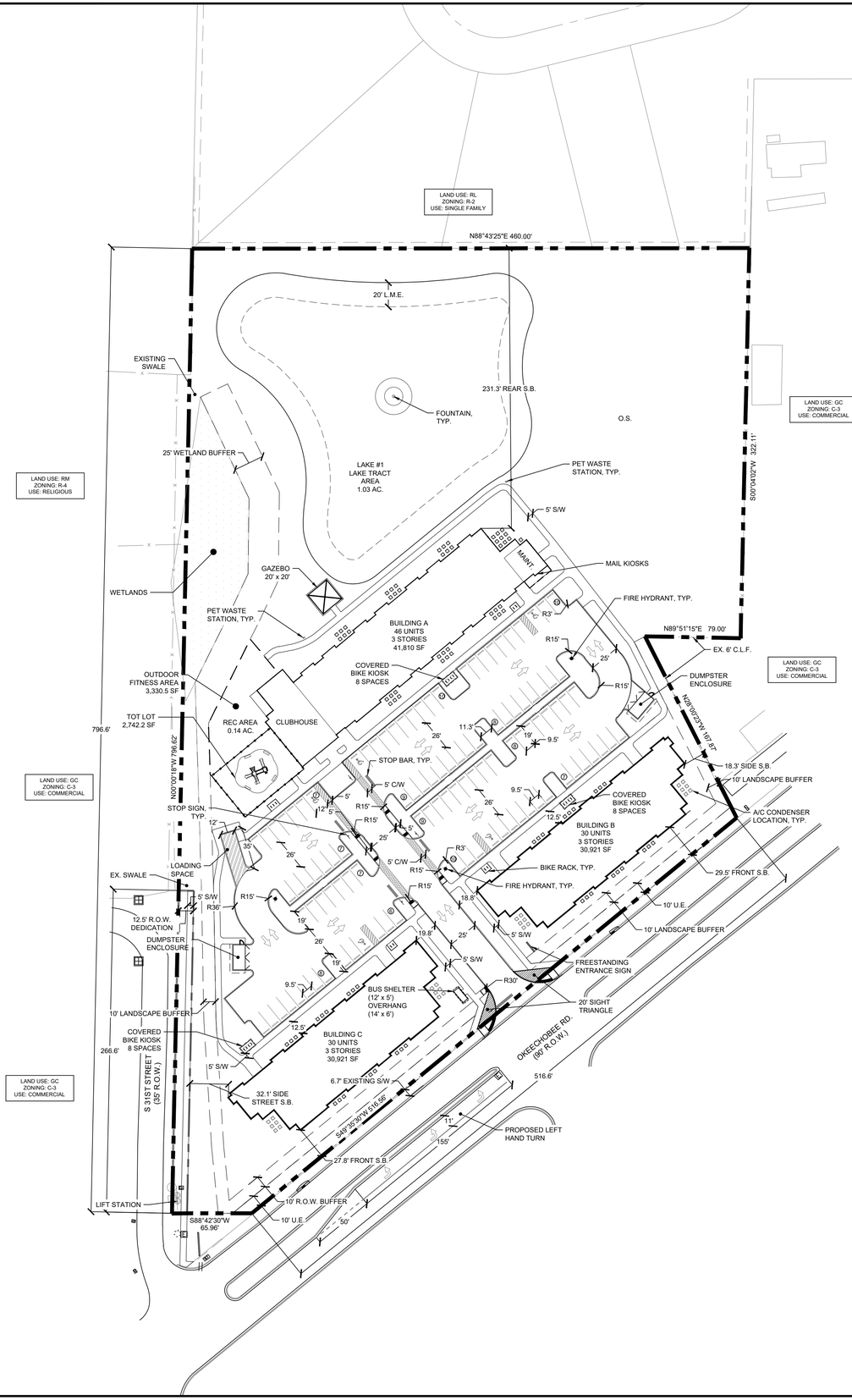
Mr. Freeman said he would also be doing a full analysis, based on the contents of the changes to the Live Local Act, involving development on church properties. He said the process will have to be determined by the City Commission.

Mr. Freeman said there was an update from the government lobbyist representative at the City Commission day meeting on August 11, 2025, regarding upcoming bills and direction from the state. Mr. Freeman said there may be more legislation coming through that involves planning.

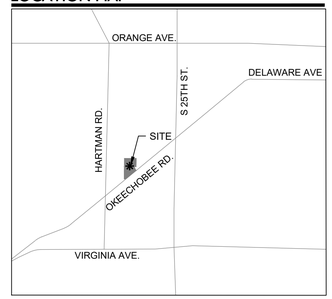
9. BOARD COMMENTS

There were no comments from the Board.

10. ADJOURNMENT



LOCATION MAP



N

0 25 50 100

SCALE: 1" = 50'

SITE DATA

APPLICATION NAME		SUNRISE VILLAGE
EXISTING FUTURE LAND USE		RM
EXISTING ZONING DISTRICT		R-4
SEC 17	TOWN 35S	RANGE 40E
PROPERTY CONTROL NUMBER(S)		2417-504-0020-001-6
EXISTING USE		VACANT
PROPOSED USE		MULTIFAMILY
GROSS SITE AREA		6.80 AC.
ROW DEDICATION		0.08 AC.
NET SITE AREA		6.72 AC.
TOTAL UNITS PROPOSED		106 DU
PROPOSED GROSS DENSITY		15.6 D.U./AC.
STANDARD PARKING REQUIREMENT		159 SPACES
TOTAL PARKING PROVIDED		106 SPACES
ACCESSIBLE PARKING PROVIDED		5 SPACES
BICYCLE SPACES REQUIRED		11 SPACES
BICYCLE SPACES PROPOSED		42 SPACES
COVERED BIKE SPACES		24 SPACES
EXTERIOR BIKE SPACES		18 SPACES
MAX BUILDING HEIGHT		45'
PROPOSED BUILDING HEIGHT		3 STORIES (45')
REC PROVIDED		0.14 AC.
PROPOSED LAKE TRACT AREA		(15.2%) 1.03 AC.
MAX. BUILDING LOT COVERAGE		(50%) 3.4 AC.
PROPOSED BUILDING LOT COVERAGE		(12.5%) 0.85 AC.
MIN. OPEN SPACE REQUIREMENT		(25%) 1.7 AC.
PROPOSED OPEN SPACE		(62.1%) 4.23 AC.

PROPERTY DEVELOPMENT REGULATION CHART

R-4 MF	MIN. LOT SIZE	MIN. LOT WIDTH	MIN. LOT DEPTH	MAX.LOT COVERAGE	MIN. BUILDING YARDS				MAX. BLDG. HEIGHT
					FRONT	SIDE CORNER	SIDE	REAR	
REQUIRED	0.1 AC.	75'	90'	50%	25'	15'	10'	20'	45'
PROPOSED	6.80 AC.	516.6'	796.6'	12.5%	27.8'	32.1'	18.3'	231.3'	45' (3 STORIES)

LEGEND

AC. = ACRES
ADT = AVERAGE DAILY TRIPS
C.L. = CENTER LINE
C.L.F. = CHAIN LINK FENCE
C/W = CROSSWALK
D.E. = DRAINAGE EASEMENT
D.U. = DWELLING UNITS
EX. = EXISTING
FLU = FUTURE LAND USE
INC. = INCOMPATIBILITY
L.A.E. = LIMITED ACCESS EASEMENT
L.M.E. = LAKE MAINTENANCE EASEMENT
L.M.A.E = LAKE MAINTENANCE ACCESS EASEMENT
L.S.E.= LIFT STATION EASEMENT
O.R.B. = OFFICIAL RECORD BOOK
O.S. = OPEN SPACE
P.B. = PLAT BOOK
PDR = PROPERTY DEVELOPMENT REGULATIONS
PG. = PAGE
R = RADIUS
ROW = RIGHT-OF-WAY
R/W = RIGHT-OF-WAY
S.B. = SETBACK
S.F. = SQUARE FEET
S/W = SIDEWALK
T.B.A. = TO BE ABANDONED
TYP = TYPICAL
U.E. = UTILITY EASEMENT
ULDC = UNIFIED LAND DEVELOPMENT CODE
W = WORKFORCE HOUSING UNIT
WFH = WORKFORCE HOUSING
T.B.R. = TO BE RELEASED

BY	REVISION	DATE	No.
IE	RESUBMITTAL	2025-05-15	1

CERT NO: 6991
561.687.2220

WGI.
WGInc.com
2035 VISTA PARKWAY, WEST PALM BEACH, FLORIDA 33411

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

PREPARED UNDER THE SUPERVISION OF WGI, INC. ON 2025-07-15

INITIAL SUBMITTAL
FEBRUARY 21, 2025

SUNRISE VILLAGE
CITY OF FORT PIERCE, FL

SITE PLAN

SHEET
SP-1
1 OF 1

11038.00

SAVED: 7/15/2025 2:58 PM
PLOTTED: 7/15/2025 3:00 PM
PLOTTED BY: RAQUEL SAMARDO
PATHNAME: P:\11038\Engineering\Site Plan\Sunrise Site Plan\Sunrise Ft Pierce\PLANS\CAD\11038SP_PL SITE.dwg

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Sunrise Village Apartments (Major Site Plan and Innovative Community Design) – 3000 Okeechobee Rd. (Parcel ID: 2417-504-0020-0001-6)

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: August 17, 2025

NOTICE BY MAIL: August 12, 2025

NOTICE BY SIGNS: August 5, 2025

VERIFIED BY: Kerry C. Driver **TITLE:** Senior Planner

SIGNATURE: **DATE:** August 12, 2025

Sunrise Village

Major Site Plan & Conditional Use

City Commission

September 2, 2025



bdg architects

BLUE SKY COMMUNITIES

WGI



HIGH POINT | ENGINEERING

Team Introductions



Project Location

PZSITE2025-00009

- **Major Site Plan** approval for a 106-unit affordable housing multifamily development.
- **Design Review** approval for a 106-unit affordable housing multifamily development.
- **Conditional Use** approval for an Innovative Community Development.
- **Density Bonus** of 5 units per acre per section 125-326(b)(2) in the land development code.

Application Requests

a. Purpose. Innovative community developments are primarily creative and imaginative housing, mixed-use and community-oriented development. **Innovation is achieved by use of material, solar juxtaposition, clustering, positive environmental impacts, energy efficiency, economic sustainability and by employing methods to achieve distinctiveness and excellence in siting, design, pedestrian accessibility, and landscaping**. Reductions in required on-site parking, adoption of reduced and zero setbacks, expedited planning review and reductions in various building siting requirements are used to encourage these developments.

Sec. 125-243 Innovative Community Development

- **Material -** High-performance, sustainable materials including block exterior walls and low-VOC interior finishes are incorporated into the design. These enhance durability, lower long-term maintenance, and reduce environmental impact.
- **Solar Juxtaposition -** The site plan is oriented to maximize southern exposure for rooftops, ensuring optimal conditions for solar panel installation if the budget will allow. This improves energy efficiency and supports future renewable energy integration.
- **Clustering** - All units are located in one quadrant of the site, ensuring that all units are close to the street to accommodate pedestrian and bike accessibility. This also preserves a substantial part of the site in its current semi-natural state.
- **Positive Environmental Impacts** - The project includes retention areas and native landscaping to enhance stormwater management, reduce runoff, and support pollinator habitats. We are also reusing portions of existing outfall swale to reduce redundancies. Additionally, the site is designed around existing wetland areas that will remain.
- **Energy Efficiency** - All units are designed to meet Energy Star standards, with high-efficiency HVAC systems, insulation, and appliances. Verdant systems allow management to monitor and manage humidity levels in the units. The project will achieve NGBS green certification.

Sec. 125-243 Innovative Community Development

- **Economic Sustainability** - A mix of unit types and income levels will be provided, all below 80% AMI. Therefore, this is a 100% attainable workforce (affordable) housing, which supports economic diversity within the community.
- **Distinctiveness and Excellence in Siting** - The development is designed around a large pond and green space that serves as a communal focal point. Each building is carefully positioned to take advantage of views, sunlight, and connectivity to shared amenities. Amenities include a playground, outdoor fitness area, gazebo overlooking the pond, clubhouse and covered bike kiosks.
- **Design -** The architectural style incorporates a blend of modern and traditional elements, and an Anglo Caribbean architectural style with varied rooflines, open stairwells and breezeways, and quality façade treatments. This avoids repetition and enhances neighborhood character.
- **Pedestrian Accessibility** - A network of sidewalks connects all residential units to amenity spaces, transit stops, and offsite neighborhood areas. Onsite traffic calming measures will prioritize safety for pedestrians and cyclists.
- **Landscaping** - Enhanced landscaping that includes drought-tolerant, native species, and shade trees is provided throughout the site and exceeds code requirements in several areas. Landscaped buffers soften building edges and define outdoor gathering areas, contributing to a strong sense of place.

Sec. 125-243 Innovative Community Development

Section 125-243(a) of the code states that reductions in required on-site parking may be utilized for innovative community developments, for which the Applicant is requesting conditional use approval.

Reduced parking on site will result in less impervious area and a reduction to the urban heat island effect. The table below compares pervious and impervious calculations for the proposed 106 parking spaces versus 159 spaces by standard requirements. By reducing parking on-site, there is a 6.3 percent reduction of impervious area.

	Number of Spaces	Pervious Area	Impervious Area
Standard Parking	159	(60.5%) 179,142.57 SF	(39.5%) 116,870.40 SF
Proposed Parking	106	(66.8%) 197,692.57 SF	(33.2%) 98,320.40 SF

The average Peak Parking Demand ratio per bedroom for Blue Sky Landing, a similar demographic and less than 2 miles away, observed is 0.52 (316 bedrooms). Applying this percentage to the 106 units proposed at Sunrise Village (188 bedrooms X 0.52) results in 98 parking spaces required. The proposed 106 spaces provided are sufficient to accommodate the parking needs of our future residents.

Proposed Parking











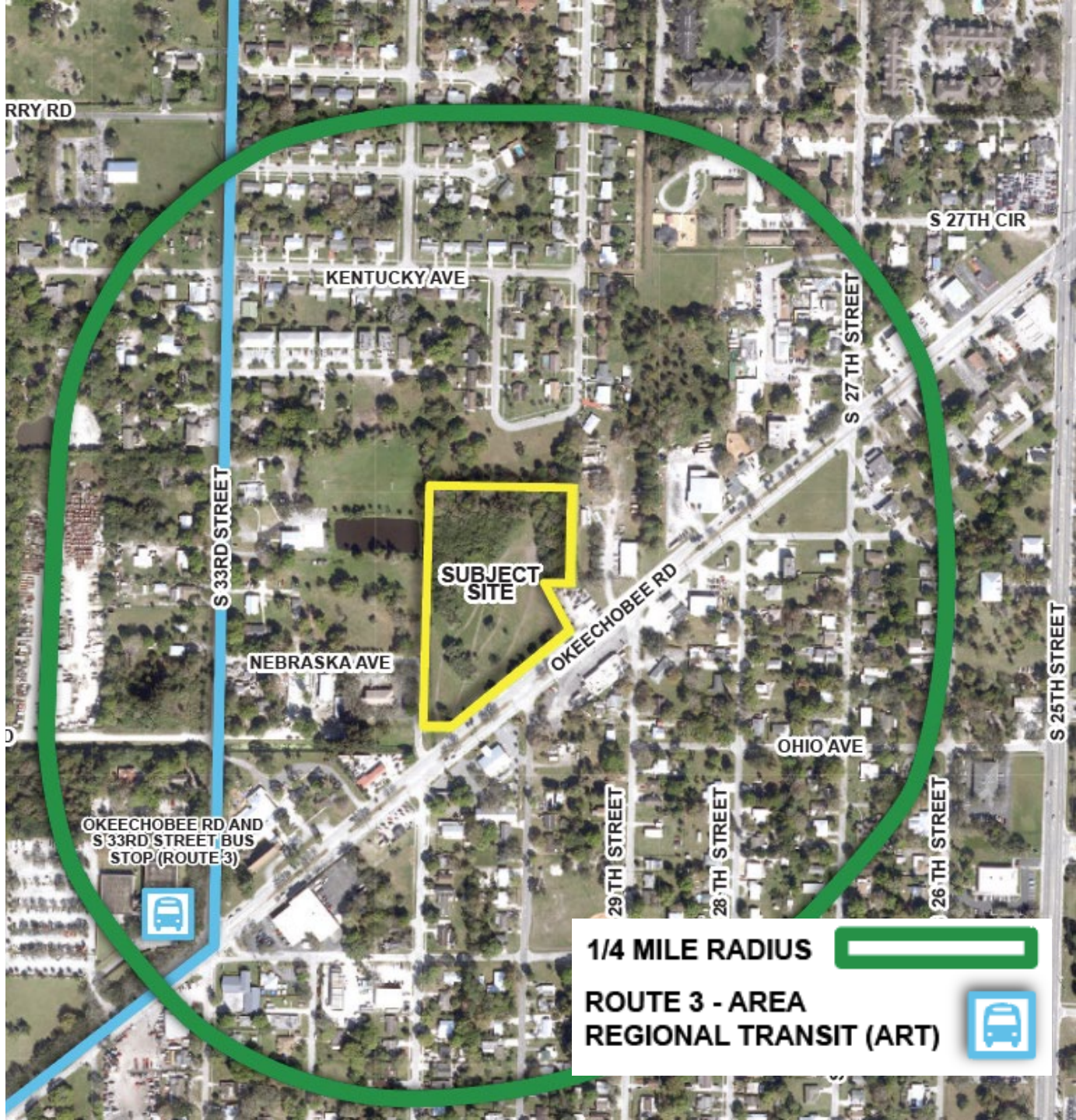


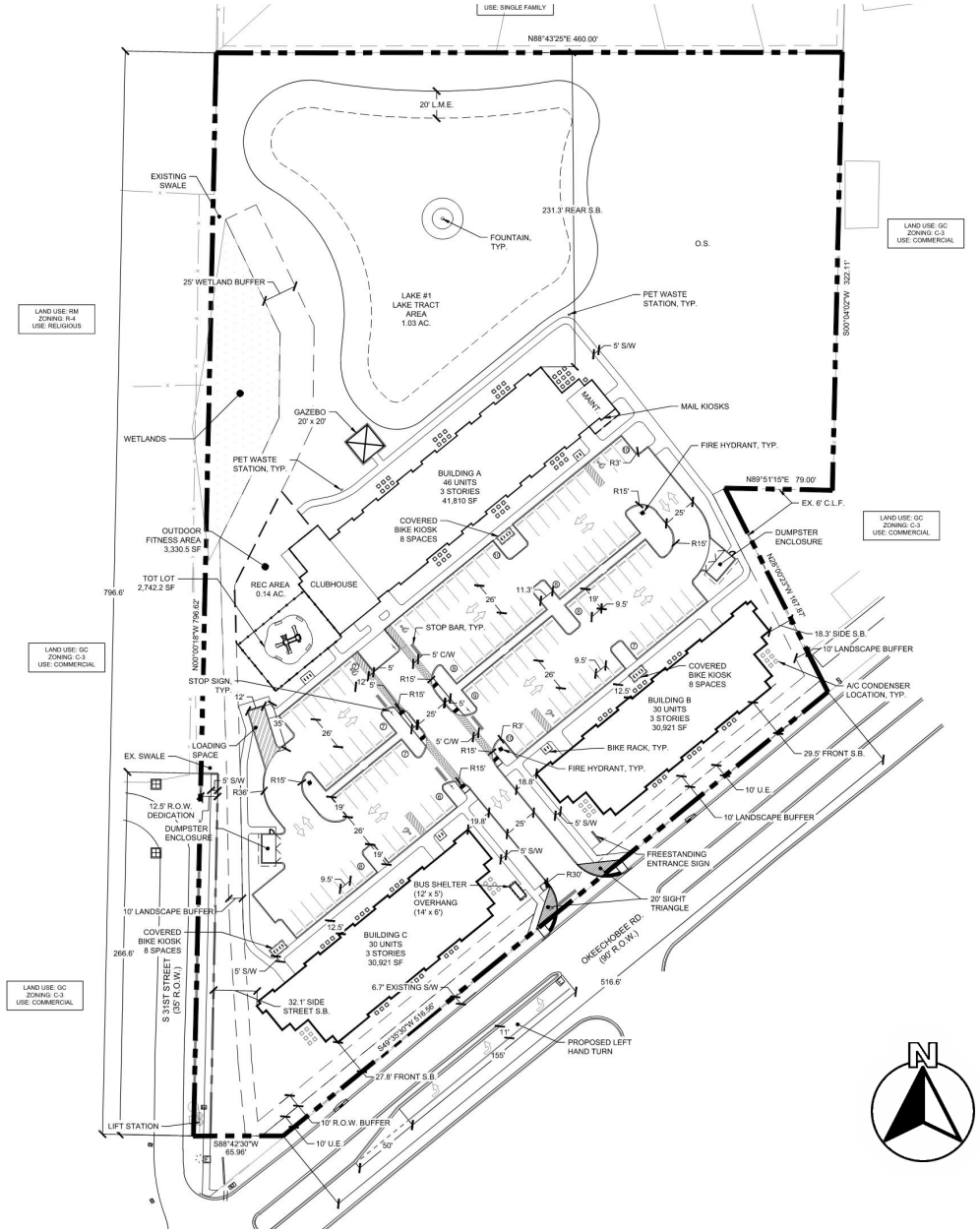
Precedent Design Photos – Blue Sky Landing

Density Bonus

Sec. 125-326(b)(2) allows for a density bonus of **up to five dwelling units per acre** for development located within one-fourth mile radius of a rail station, multimodal transit center, or transit stop.

The subject site is located within a one-fourth mile radius of the Okeechobee Road and S 33rd Street bus stop.





SITE DATA

Acreage: 6.80

Proposed Use: Multifamily

Density: 15.6 DU/AC

Building Height: 3 stories/45’

Required/Provided Parking:

- **Standard:** 159
- **Provided:** 106*

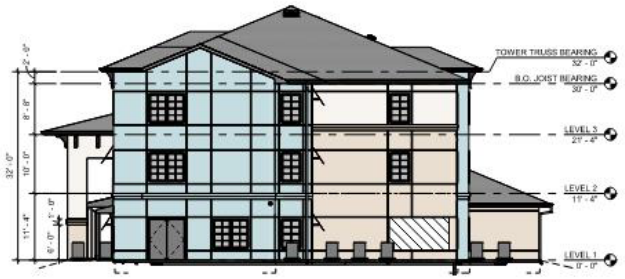
Recreation Area: 0.14 acres

Open Space: 4.23 acres

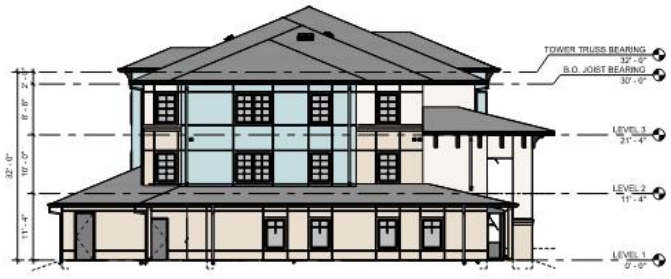
*Per staff-supported parking reduction.

Proposed Site Plan

BLUE SKY COMMUNITIES



Building A End Elevation



Building A End Elevation



Building A Elevation - Facing Pond



Building A Elevation - Facing Parking

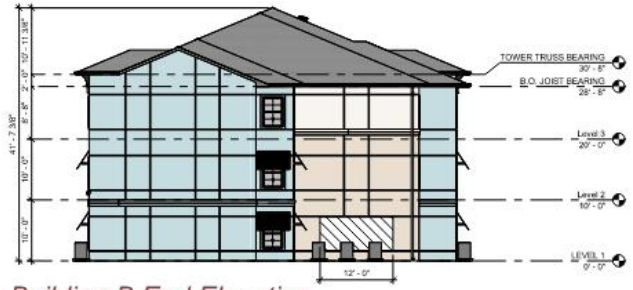
bdg architects

Exterior Elevations-Bldg A

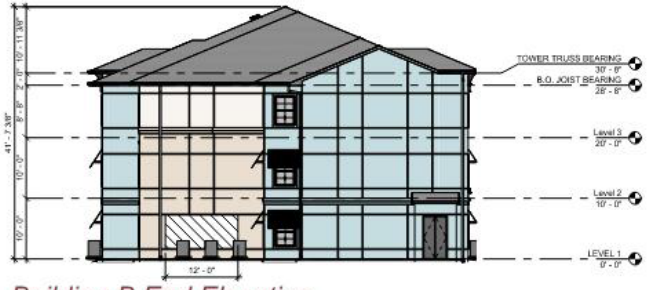
Proposed Elevations

WGI

BLUE SKY COMMUNITIES



Building B End Elevation



Building B End Elevation



Building B Elevation - Facing Parking



Building B Elevation - Facing Okeechobee

bdg architects

Exterior Elevations-Bldg B

Proposed Elevations

WGI

BLUE SKY COMMUNITIES

Sherwin Williams
Westhighland White
SW 7566

Sherwin Williams
Byte Blue
SW 6498

Sherwin Williams
Moderate White
SW 6140



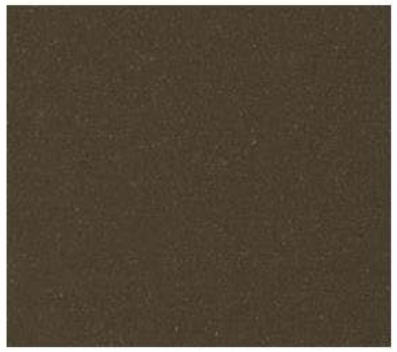
Sherwin Williams
Sealskin
SW 7675



Exterior Lighting



Exterior Lighting



Metal
Dark Bronze



Shingles
Timberline HD – Oyster Gray

bdg architects

Exterior Material Finish Board

Design and Color Board

WGI



Renderings



Renderings

Staff Assessment: Staff **recommends approval with conditions.**

Staff Recommendation

Sunrise Village

Major Site Plan & Conditional Use

City Commission

September 2, 2025



LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

City Of Fort Pierce
100 N. U.S. 1
Fort Pierce FL 34950

STATE OF WISCONSIN, COUNTY OF BROWN

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08/17/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
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Legal Clerk

Notary, State of WI, County of Brown

5.15.27

My commission expires

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Notary Public
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9/2

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 125-37 of the Code of Ordinances of the City of Fort Pierce, will on Tuesday, September 2, 2025, hold quasi-judicial Public Hearings in the City Hall Commission Chambers, 100 North U.S. Highway 1, Fort Pierce, Florida, at their meeting which begins at 5:05 p.m., to consider review and approval of the following applications:

1. An application for Major Site Plan with Innovative Community Development submitted by property owner, Arrow Investment Group, LLC and Representative WGI, Inc., to construct 106 multi-level apartment units at 3000 Okeechobee Road, Fort Pierce, FL. The property is zoned Medium Density Residential (R-4). Parcel ID: 2417-504-0020-001-6.

2. An application (PZCON2025-00007) for a Conditional Use to increase the occupancy of an existing Detox Facility from fourteen (14) to sixteen (16) clients 912 Avenue I, Fort Pierce, FL. The property is zoned Medium Density Residential (R-4). Parcel ID: 2403-707-0009-000-6.

All interested parties may appear at the meeting and be heard with respect to the Application(s). The Quasi-Judicial procedures can be found on the City's website: https://www.cityoffortpierce.com/DocumentCenter/View/6740/Quasi-Judicial-Procedures. Said applications will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. Highway 1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3065 at least 48 hours prior to the meeting.

/s/ Linda W. Cox, City Clerk
August 17 2025
LSAR0351255

City Commission Regular Meeting - 5:05 PM **12. E.**

Meeting Date: 09/02/2025

Re: Live Oak Detox Facility

Submitted For: Kev Freeman, Planning Director, Planning Department

SUBJECT:

Quasi-Judicial Hearing - Review and approval of an application (PZCON2025-00007) for a Conditional Use to increase the occupancy of an existing Detox Facility from fourteen (14) to sixteen (16) clients 912 Avenue I, Fort Pierce, FL. The property is zoned Medium Density Residential (R-4). Parcel ID: 2403-707-0009-000-6.

SUMMARY:

Request for review of an application for a Conditional Use (No New Construction) to increase the occupancy of an existing Detox Facility from fourteen (14) to sixteen (16) clients.

The subject site is located at 912 Avenue I in Fort Pierce, FL. It is comprised of approximately 0.56 acres of land and identified by the parcel number 2403-707-0009-000-6. The existing future land use (FLU) designation is Medium Density Residential (RM), and the zoning classification is Medium Density Residential Zone (R-4). The property currently consists of a one-story, 8-bedroom, 5-bathroom Detox Facility built in 1987. Residential uses primarily surround the home; all single-family homes and three (3) vacant parcels. Immediately to the north, west, and south are single-family and multi-family residences. The southwest and east consist of vacant parcels.

Live Oak Detox is a licensed, short-term residential detoxification facility offering medically monitored withdrawal services in a structured, secure environment. The facility provides medical detoxification and individualized and group-based therapeutic support during the initial stabilization period of recovery from substance use. The facility is licensed under the Florida Department of Children and Families (DCF), accredited by The Joint Commission, and intends to be compliant with all State and City regulations.

RECOMMENDATION:

The proposed Conditional Use (No New Construction) application adheres to the requirements of the City Land Development Code and guidelines of the City's Comprehensive Plan. Therefore, Staff recommends **APPROVAL** of the requested application with the following condition:

1. Additional parking requirements are waived if the use and business are continuously maintained.

ALTERNATIVES:

- Approval with alternative conditions
- Denial

RESPONSIBLE STAFF:

Historic Preservation Officer/Senior Planner

COORDINATED WITH:

Technical Review Committee
Planning Board

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Staff Presentation
Staff Report
Staff Report Supporting Documents
Application Supporting Documents
Public Notice Certification
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Richard Chess	08/18/2025 02:16 PM

Form Started By: Vennis Gilmore
Started On: 08/15/2025 01:25 PM
Final Approval Date: 08/18/2025

CITY OF FORT PIERCE

CITY COMMISSION

SEPTEMBER 2nd, 2025

Live Oak Detox Center – Conditional Use (No New Construction)
(2403-707-0009-000-6)
912 Avenue I

APPLICANT/OWNER

Haley Neeley

PARCEL ID #(S):

2403-707-0009-000-6

SITE AREA:

+/- 0.56 acres

SUMMARY

Request for review of an application for a Conditional Use (No New Construction) to increase the occupancy of an existing Detox Facility from fourteen (14) to sixteen (16) clients located in the R-4, Medium Density Residential Zone, and located at 912 Avenue I.

BACKGROUND

The property currently consists of a one-story, 8-bedroom, 5-bathroom Detox Facility built in 1987. Residential uses primarily surround the home; all single-family homes and three (3) vacant parcels. Immediately to the north, west, and south are single-family and multi-family residences. The southwest and east consist of vacant parcels.

Live Oak Detox is a licensed, short-term residential detoxification facility offering medically monitored withdrawal services in a structured, secure environment. The facility provides medical detoxification and individualized and group-based therapeutic support during the initial stabilization period of recovery from substance use. The facility is licensed under the Florida Department of Children and Families (DCF), accredited by The Joint Commission, and intends to be compliant with all State and City regulations.

HISTORY

On February 16, 2016: City Commission unanimously approved a Conditional Use to operate a Detox Facility with 14 clients at the subject address of 912 Avenue I, with the following conditions:

1. Provide required parking to the site or pursue payment in lieu of program.
2. Re-stripe existing parking stalls.
3. Install landscaping such as trees and shrubs as required per the code.
4. Comply with all violations reviewed by the Special Magistrate.
5. Construct a fence around the property.

CONDITIONAL USE

Sec. 125-237. - Procedure for the review and approval of conditional uses.

The application for conditional use with the application for site plan review, when not exempt in accordance with the requirements of section 125-236, shall be reviewed as a unit in accordance with the requirements of section 125-313 except that:

(1)The city commission shall hold a public hearing in accordance with the provisions of section 125-37 prior to acting on the application for conditional use.

(2)In permitting a conditional use or the modification of an existing conditional use, the city commission may impose, in addition to those standards and requirements expressly specified in this chapter, any condition which it finds to be necessary to protect the best interest of the surrounding property of the city.

SITE LOCATION

SITE AREA= 0.56 +/- Acres



Live Oak Detox Facility – Conditional Use (No New Construction)

FLU MAP



Live Oak Detox Facility – Conditional Use (No New Construction)

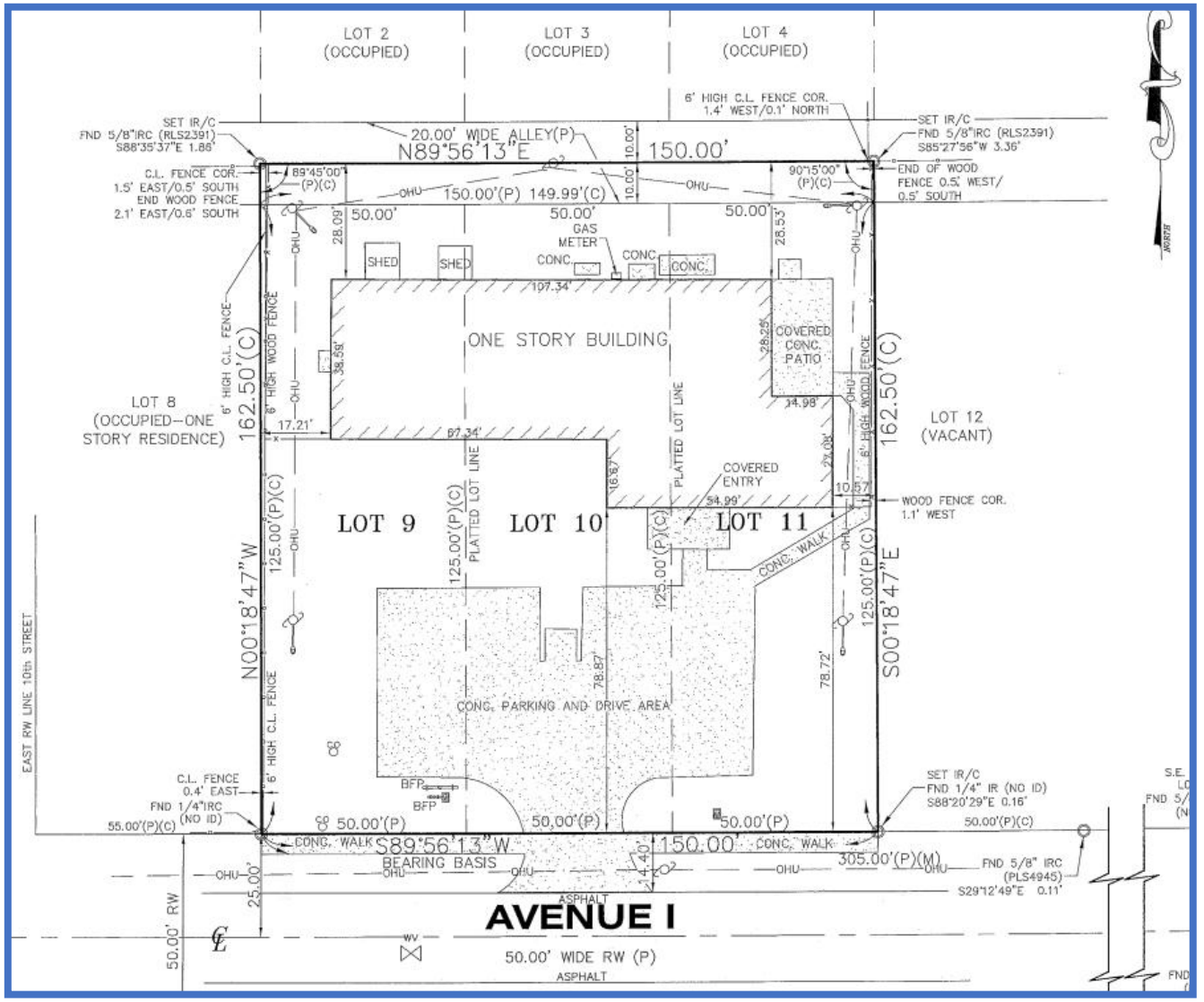
ZONING MAP



Live Oak Detox Facility – Conditional Use (No New Construction)

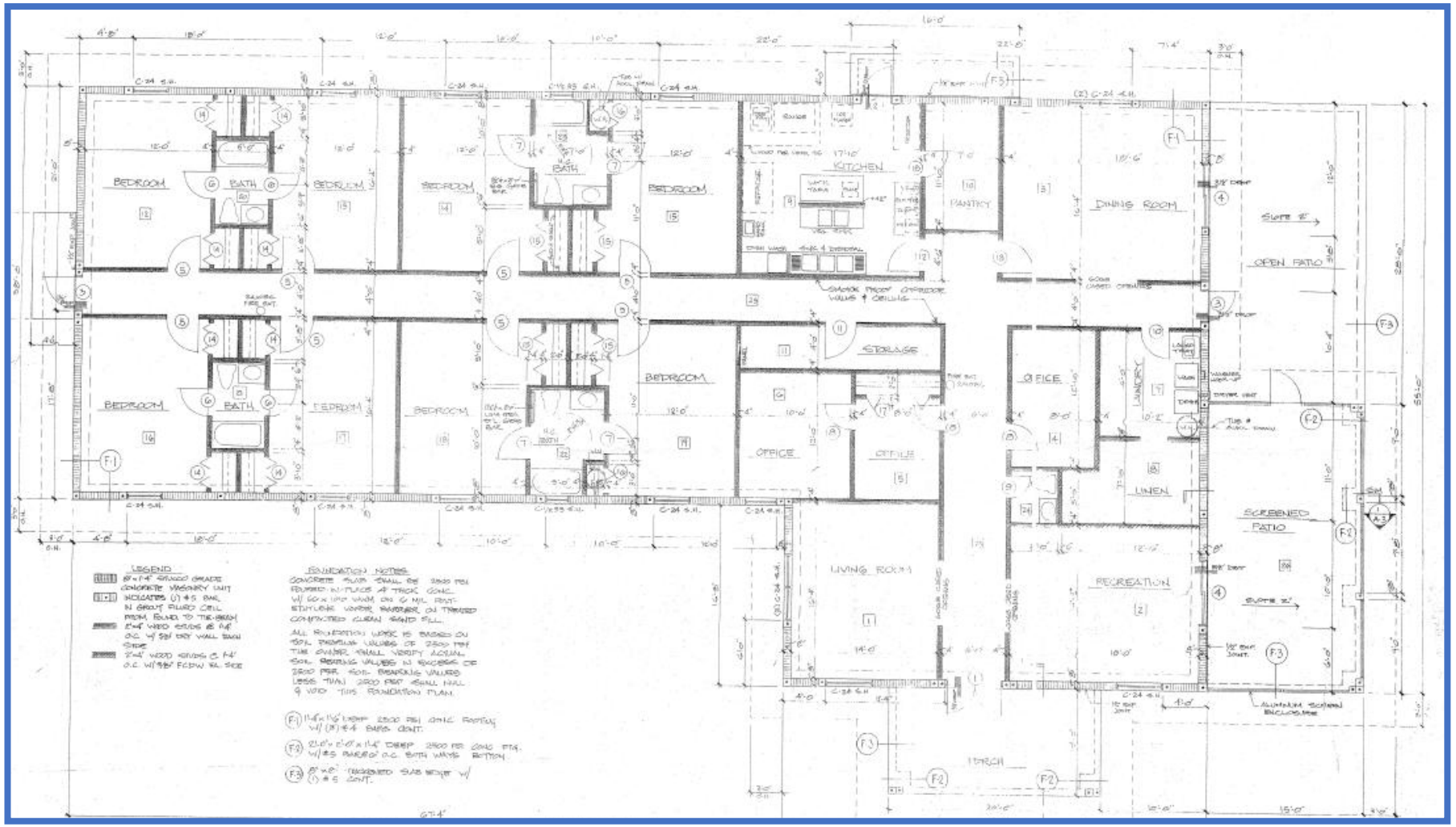
SITE PLAN

- 8 parking spaces + 1 handicap space
- Max of 16 residents
- 18 years & older
- Male & Female
- 6 Full-Time Employees (includes physician and/or nurse practitioner)
- 24/7 Rotating Shifts
- All transportation provided by staff
- 24/7 medical monitoring, individual and group therapy, relapse prevention planning, 12-step facilitation, holistic services, vocational, life skills support, case management, and meals



Live Oak Detox Facility – Conditional Use (No New Construction)

FLOOR PLAN



Live Oak Detox Facility – Conditional Use (No New Construction)

FRONT ELEVATION



Live Oak Detox Facility – Conditional Use (No New Construction)

PLANNING BOARD RECOMMENDATION

The Planning Board, at its August 11th, 2025, meeting, unanimously recommended approval of the proposed Conditional Use with one (1) condition that additional parking requirements are waived if the use and business are continuously maintained.

STAFF RECOMMENDATION

Staff recommends that the City Commission **APPROVE** the proposed Conditional Use (No New Construction) with the following condition:

1. Additional parking requirements are waived if the use and business are continuously maintained.

ALTERNATIVE MOTIONS

1. Modified Approval.

or

2. Disapproval.

CITY OF FORT PIERCE

PLANNING BOARD

AUGUST 11th, 2025

Live Oak Detox Center – Conditional Use (No New Construction)
(2403-707-0009-000-6)
912 Avenue I

CITY OF FORT PIERCE

PLANNING DEPARTMENT

PROJECT: LIVE OAK DETOX CENTER – CONDITIONAL USE (NO NEW CONSTRUCTION)
Project #: PZCON2025-00007

REVIEWER: VENNIS GILMORE, HISTORIC PRESERVATION OFFICER/SENIOR PLANNER

DATE: AUGUST 15, 2025

STAFF REPORT

Applicant:	Haley Neeley
Requested Action:	Conditional Use (No New Construction)
Location:	Generally located at 912 Avenue I in Fort Pierce, FL.
Parcel ID(s):	2403-707-0009-000-6
Current Zoning:	R-4, Medium Density Residential Zone
Future Land Use:	RM, Medium Density Residential




Avenue M
Avenue L
Avenue K
Avenue J
Avenue I
Avenue H
N 11th St
N 12th St
N 7th St
RL
RM
GC
COS


Avenue M
Avenue L
Avenue K
Avenue J
Avenue I
Avenue H
N 11th St
N 12th St
N 7th St
R-3
R-4
C-3
I-1
PUR

North	East	South	West
RM/R-4	RM/R-4	RM/R-4	RM/R-4

Surrounding FLU/Zoning:

Site Area: **+/-** 0.56 Acres

Utilities: Located within the FPUA Service Area

Staff Analysis:

Request
Request for review of an application for a Conditional Use (No New Construction) to increase the occupancy of an existing Detox Facility from fourteen (14) to sixteen (16) clients.

Project Summary
The subject site is located at 912 Avenue I in Fort Pierce, FL. It is comprised of approximately 0.56 acres of land and identified by the parcel number 2403-707-0009-000-6. The existing future land use (FLU) designation is Medium Density Residential (RM), and the zoning classification is Medium Density Residential Zone (R-4). The property currently consists of a one-story, 8-bedroom, 5-bathroom Detox Facility built in 1987. Residential uses primarily surround the home; all single-family homes and three (3) vacant parcels. Immediately to the north, west, and south are single-family and multi-family residences. The southwest and east consist of vacant parcels.

Per City of Fort Pierce Code Section 125-315. – Off-street parking and loading., Hospitals require 1.5 parking spaces per bed. The site currently does not meet the required parking requirements, with 7 parking spaces and 1 handicap parking space. However, the City Commission approved conditional use for fourteen (14) clients on February 26, 2016. This approval is contingent upon either providing the necessary parking spaces or pursuing the option of payment in lieu of parking.

Live Oak Detox is a licensed, short-term residential detoxification facility offering medically monitored withdrawal services in a structured, secure environment. The facility provides medical detoxification and individualized and group-based therapeutic support during the initial stabilization period of recovery from substance use. The facility is licensed under the Florida Department of Children and Families (DCF), accredited by The Joint Commission, and intends to be compliant with all State and City regulations.

The Detox Facility proposes to accommodate a maximum of sixteen (16) clients, aged 18 years and older. The home is co-ed, housing both male and female clients who are eligible for services. The clients will have same-gender room assignments and strict supervision to maintain compliance with licensure standards. Two clients will occupy each room. The Live Oak Detox Facility will always employ a maximum of 6 staff on-site. Additional staff shall include the Clinical Director (Therapist), Case Manager, and Chef. Licensed nurses and behavioral health technicians will work in rotating shifts to ensure 24/7 supervision and care. Daily clinical oversight by a physician or nurse practitioner will be on-call 24/7 and required to make daily rounds. Staffing levels for the facility will be in compliance with the Florida Department of Children and Families (DCF) Rule 65D-30.006(4)(d) for licensed detoxification facilities; which requires a minimum of one (1) nurse and one (1) support staff per shift. The clients are not permitted to bring vehicles for transportation. All transportation to and from the facility is provided by the facility staff. Visitors are restricted and only allowed under exceptional circumstances. At peak staffing (with the proposed 16-client capacity), the number of vehicles will remain within the existing parking capacity.

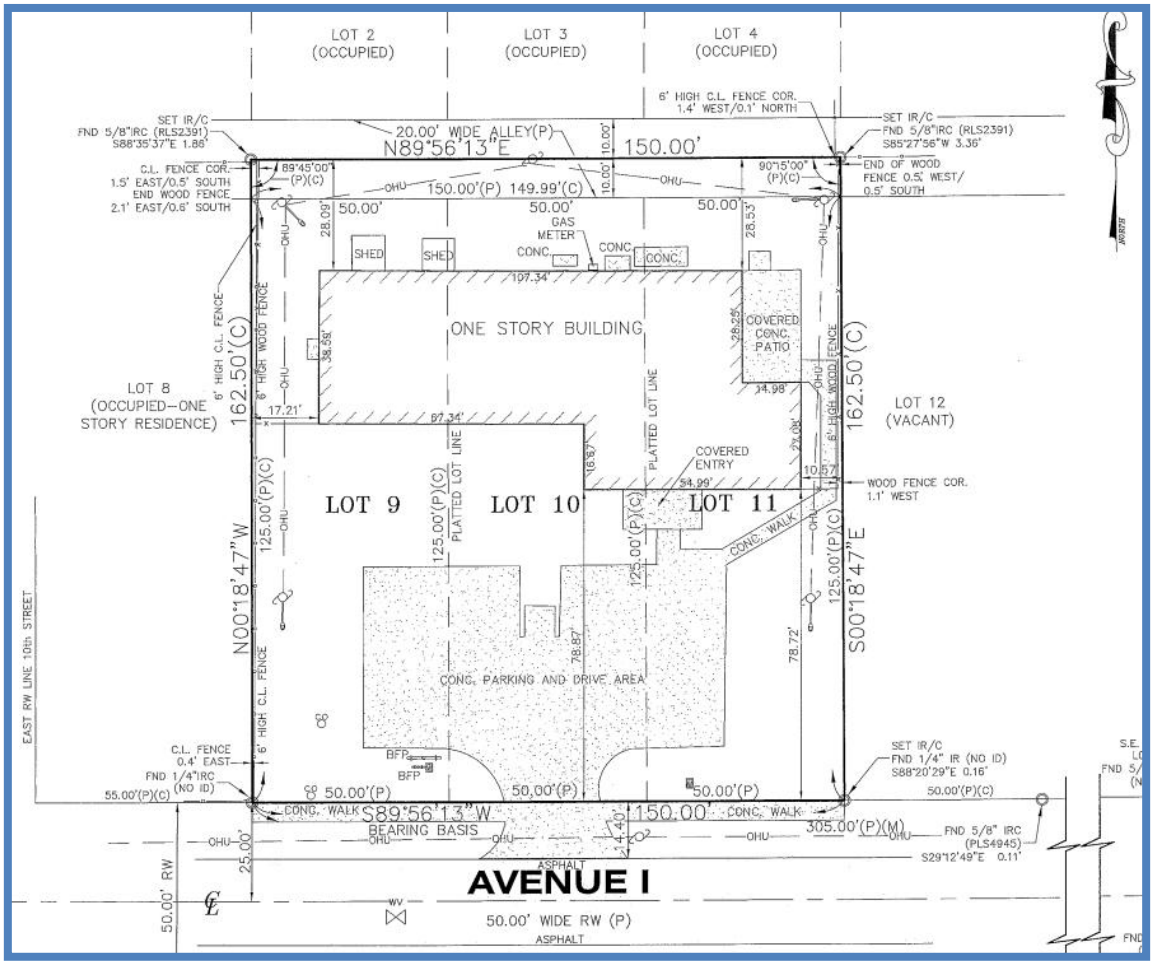
Programs and services shall include 24/7 medical monitoring for safe detoxification, individual and group therapy, relapse prevention planning, 12-step facilitation, holistic services (meditation, nutrition education, art therapy), vocational and life skills support, case management and discharge planning, meals, housing, supervision, and transportation.

History
On February 16, 2016: City Commission unanimously approved a Conditional Use to operate a Detox Facility with 14 clients at the subject address of 912 Avenue I, with the following conditions:

1. Provide required parking to the site or pursue payment in lieu of program.
2. Re-stripe existing parking stalls.
3. Install landscaping such as trees and shrubs as required per the code.
4. Comply with all violations reviewed by the Special Magistrate.

5. Construct a fence around the property.

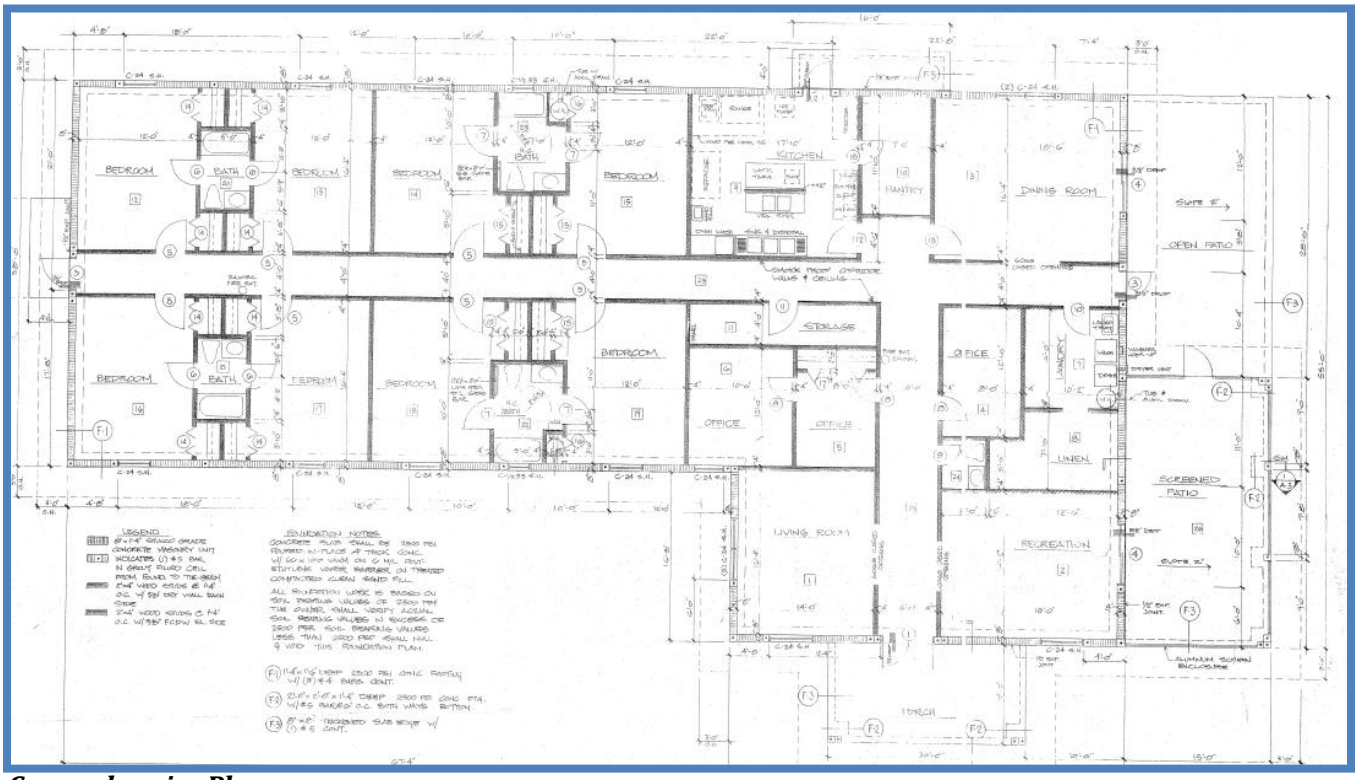
Site Plan



Front Elevation



Floor Plan



Comprehensive Plan

The subject property is designated with an RM, Medium Density Residential future land use. The designation is intended for parcels that are best suited for multifamily residential uses ranging in density from six and one-half to 12 dwelling units per acre. This category allows small-lot single family units and multifamily dwellings including duplexes, condominiums and townhomes. Limited commercial uses intended to serve the residential uses shall be allowed. Compatible public, quasi-public, and special uses including parks, churches, non-profit clubs, schools and daycare facilities shall also be allowed. This category combines the previously allowed Medium Density Residential (Rme) and Moderate Density Residential (Rmo) categories.

Summary of Technical Review Committee

All affected departments have reviewed the proposed Conditional Use with regard to consistency with established ordinances and requirements of the City Code.

Fort Pierce Engineering Department
See Supporting Documents.
Fort Pierce Building Department
Approved with Conditions: Life Safety Plan required, Shall meet Fire Prevention Code, Sprinkler System required.
Fort Pierce Public Works Department
Not Required.
St. Lucie County Planning Department
Not Required.
St. Lucie County PW/Engineering
Not Required.
Fort Pierce Police Department
No Response Provided.
City Clerk Office
No Response Provided.
Code Enforcement
No Comment.
Fort Pierce Utilities Authority
See Supporting Documents.
St. Lucie County Fire District
No Response Provided.
St. Lucie County School Board
No Response Provided.
St. Lucie Transportation Planning Organization
Not Required.
St. Lucie County Transit – Area Regional Transit
No Response Provided.

Full findings and comments from the review by the corresponding departments, as well as the applicant's responses and plan amendments, are provided for consideration by the Planning Board.

Planning Board Recommendation:
The Planning Board, at its August 11th, 2025, meeting, unanimously recommended approval of the proposed Conditional Use with one (1) condition that additional parking requirements are waived if the use and business are continuously maintained.

Staff Recommendation:
The proposed Conditional Use (No New Construction) application adheres to the requirements of the City Land Development Code and guidelines of the City's Comprehensive Plan. Therefore, Staff recommends **APPROVAL** of the requested application with the following condition:

1. Additional parking requirements are waived if the use and business are continuously maintained.

D R A F T

CITY OF FORT PIERCE

PLANNING BOARD

Planning Board Minutes

OF THE REGULAR MEETING OF THE FORT PIERCE CITY PLANNING BOARD HELD ON MONDAY, AUGUST 11, 2025, IN FORT PIERCE CITY HALL, COMMISSION CHAMBERS, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Ms. Clemons entered the meeting at 4:01 PM.

Present:	Nichelle Clemons; Christopher Widing; Clayton Johnson; Justine Carter; Ryan Collins; Anton Kreisl, Chair
Absent:	Alexander Edwards
Staff Present:	Kev Freeman, Planning Director Vennis Gilmore, Historic Preservation Planner/Senior Planner Kerry Driver, Senior Planner Alicia Rosenthal, Planning and Development Organizer

4. CONSIDERATION OF ABSENCES

Me. Edwards was excused.

5. APPROVAL OF MINUTES

a. Minutes from the July 14, 2025 meeting

Motion was made by Ryan Collins, and seconded by Justine Carter to approve the minutes from the July 14, 2025, meeting.

AYE: Clayton Johnson, Justine Carter, Ryan Collins, Nichelle Clemons, Christopher Widing, Chair Anton Kreisl

Passed

6. NEW BUSINESS

a. **PZANN2025-00001**
Annexation
MRM Ventures
Parcel ID: 2421-233-0001-000-2

Mr. Gilmore gave an overview of the annexation, at or near the northeast corner of South 25th Street and Cortez Boulevard. He stated the annexation is for one (1) parcel into the City, with a City Future Land Use of RL, Residential Low-Density, and a City zoning of R-2, Single Family Intermediate Zone. Mr. Gilmore said the approximate 8.25 acre property has a St. Lucie County Future Land Use Designation of RU, Residential Urban, and a St. Lucie County Zoning designation of RS-4, Residential, Single-Family – 4/du. Mr. Gilmore said the current taxable value of the property is approximately $839,500 and the maximum build out potential is an increase of 12 residential units. He concluded that staff recommended that the Planning Board recommend approval of the proposed annexation to the City Commission.

Motion was made by Nichelle Clemons, and seconded by Ryan Collins to forward a recommendation of approval of the annexation to the City Commission.

AYE: Ryan Collins, Nichelle Clemons, Christopher Widing, Clayton Johnson, Justine Carter, Chair Anton Kreisl

Passed

b. **PD2024-00007**
Zoning Atlas Map Amendment
Cornerstone Master Planned Development
2721 S. Jenkins Road

Mr. Gilmore stated the request is for a Zoning Atlas Map Amendment of two (2) parcels of land to change the Zoning classification from General Commercial Zone (C-3) to Pulte-Cornerstone Planned Development (PD) with an associated Master Development Plan.

He stated the application proposes a 250-unit fee-simple single-family residential community with a range of home sizes, a range of designs, and amenities including a linear park, pocket park, pool, recreational playground and a public art identity feature.

Mr. Gilmore reviewed the history of the parcel. He said on November 3, 2008, the City Commission approved a site plan to construct a 383,605-square-foot commercial development consisting of eight (8) buildings by the name of Newberry Fields. On December 9, 2024, the Planning Board reviewed and recommended approval of the concurrent application for a Future Land Use Amendment of the subject property. The applicant requested to change the Future Land Use from GC, General Commercial to RM, Medium Density Residential.

Mr. Gilmore showed the landscape plan, and reviewed the PD benefits and the traffic analysis. He also stated a Signal Warrant Analysis was prepared at the request of the St. Lucie County Public Works/Engineering department by Traffic & Mobility Consultants. He

noted the analysis was submitted to St. Lucie County on August 5, 2025, for consideration of a traffic signal.

Mr. Freeman explained what was going on behind the scenes with the application. He said there are two interested parties, including the applicant and the neighboring property owner to the north, who is proposing commercial development on the property in the future. The neighboring property owner to the north has requested that St. Lucie County consider full access from Jenkins Road to his property and the residential property. Negotiations are being taken between both parties and St. Lucie County. The city requested input from St. Lucie County to settle out what they would be allowed to do there. The city is dependent on St. Lucie County either agreeing or not agreeing to full access to the neighboring commercial property.

Leslie Olson, Principal of the District Planning Group, introduced the team working on the Master Planned Development. She said the parcel is located southeast of Okeechobee Road and I-95, and across the street from Avalon Crossing and Wawa on Jenkins Road. She stated they are working closely with the commercial property owner just to the north.

Lee Dobbins of the Dean Mead Law Firm, gave an update on the project process, and he noted the applicant plans to come back in September 2025 for the Final Planned Development, which will include the Planned Development Agreement.

Ms. Olson continued with her presentation. She said the site has great access to the state's intermodal system and visibility from I-95. The project will incorporate a tall sculptural piece of art welcoming you to the City of Fort Pierce at the SW corner of the parcel.

Ms. Olson noted the change in the Future Land Use will generate 88% less traffic than in the former Future Land Use. She said the site design is a grid pattern for walkability, including tree-lined streets and nature trails.

Ms. Olson stated the north entrance, closest to Okeechobee Road, would be shared with the commercial property owner to the north. She highlighted that they are advocating for full access to the northern site. She stated a second entrance to the south is being added that aligns with Independence Classical Academy, where a traffic signal is also needed. Ms. Olson said the developer will be contributing to the cost of the traffic signalization. She noted they will be providing both north and south-bound turning lanes at both entrances. Ms. Olson showed the location of the bus stop, and said the school bus would pull into the commercial site to the north, swing to the south into the development and then do a right turn-out.

Ms. Olson showed the phasing plan and said they plan to start from the south and work north.

Mr. Widing asked if the School Board of St. Lucie County liked the bus stop location and if the location was set in stone. Chair Kreisl asked if the location of the bus stop is contingent on the access agreement with the neighbor to the north. He also asked if there was a back-up plan if the agreement did not work. Ms. Olson said there is another way to re-route the bus. Ms. Clemons stated she was concerned that the bus stop is located in phase 2 of construction as opposed to phase 1, which has the majority of the residential units. Ms. Olson said the phasing line could be adjusted to include the bus stop in phase 1.

Mr. Johnson asked if semi-trucks would go through the residential neighborhood if the commercial entity entered through its own property. He also asked about time limits for access. Ms. Olson said the site has been designed so no houses would face the northern road where commercial trucks can go back and forth. Ms. Olson said the intent was to have some access to the commercial property as well, so the trucks could do a right in and right

out. She said it has not been negotiated yet between the contract buyer, Pulte, and the owner of the commercial property on how that will work. Mr. Johnson asked if there was any potential impact on the bus stop and commercial vehicles. Ms. Olson said the bus stop is tucked away in a pocket park area and there is no need for children to walk on the road. The site is small and will not create that much traffic. Mr. Johnson asked if there would be a stipulation for a wall or fencing to separate the residential and commercial parcels or only landscape buffers. Ms. Olson said they are only proposing landscape buffers.

Ms. Carter asked if the site had to be designed the way it is in order for commercial and bus stop access to occur. Ms. Olson said the bus stop location is the best and most efficient location on the site, and it allows the bus to do a right in and right out.

Mr. Collins asked if there was any insight into the deviation of the site from commercial to residential. Ms. Olson said she believes it is the market economy.

Chair Kreisl asked if there was a berm or wall planned for the buffer on the west side, along I-95. Ms. Olson said a wall is planned with landscaping on either side. She noted that the city will be allowed to use the wall for public art.

Luke Lambert, Traffic Consultant, provided information on the traffic signalization issue. He stated the Cornerstone Pulte project is looking at two access points on Jenkins Road. The northern access will have a cross-access easement to the commercial parcel. The southern access is across from the Independence Classical Academy. Mr. Lambert said the Independence Classical Academy submitted an application for a signal warrant. The county reviewed the application and warranted a traffic signal for a single hour. He stated, on behalf of Pulte, an analysis was done on the school, church and the residential component and the analysis showed a signal was warranted based on the school's impact. Mr. Lambert noted Pulte would contribute to the cost of the signal.

Chair Kreisl asked if the signaling access had been determined. Mr. Lambert said they are still waiting to hear from St. Lucie County.

Ken Simigran, owner of commercial property just to the north of Cornerstone, said he used to own the 50 acres of land called Newberry Fields, which he sold to Pulte. He said the original intent was to make a Master Planned Retail Development, which is why the cross access exists. Mr. Simigran stated the county asked that the commercial property restrict access to a right in and right out only. Mr. Simigran said everyone has worked together to activate cross access. He highlighted that full access is critical for customers to go north or south on Jenkins Road.

Chair Kreisl asked if there were any obstacles to the way the access is going to work. Mr. Simigran said there are no issues and both Pulte and the city have worked hard at getting everyone aligned. He said Panda Express is sitting on the sidelines watching to see if the full access gets approved or if it gets approved with the condition that St. Lucie County can change the access in the future.

Mr. Freeman said, outside of the comments the city is likely to get from the county, he is looking for a determination from the Planning Board to support a full-access driveway for the commercial development, so the city can provide the county with how the development can proceed. He noted, ultimately, it is the country's decision whether full access will be granted. Mr. Freeman said an agreement has been reached between both parties, and it settles issues with the parties involved and the school district to ensure the bus stop is in the correct location.

Board discussion ensued on sidewalks, road widening, traffic and moving the bus stop

location to Phase 1 of construction. Ms. Olson said she would show the optional bus stop location to the school board. Luke Lambert stated Jenkins Road is planned to be widened to a four (4) lane roadway.

Motion was made by Christopher Widing, and seconded by Justine Carter to forward a recommendation of approval of the Master Plan Development with the following 15 conditions.

1. A Final PD shall be required prior to any development activities with the Master Site Plan by HJA Design Studio, Job No. 2024-31, 06.13.2025.
2. The minimum Open Space shall be 20% of the Final PD site area.
3. The maximum density shall be 5 dwelling units per acre of the Final PD site area.
4. The Final PD plan shall conform to the requirements of the City Code of Ordinances unless alternate standards are approved through the Planned Development Agreement.
5. A Gopher Tortoise Survey shall be submitted within ninety (90) days of land clearing to ensure that all Gopher Tortoises are accounted for and undisturbed.
6. If required by the USFWS (US Fish and Wildlife Service), a Wood Stork foraging Habitat Assessment shall be carried out on site within ninety (90) days of land clearing.
7. After approval of the Final PD Site Plan, a detailed stormwater and drainage plan and statement shall be submitted at the time of Building Permit.
8. The Final PD site plan shall be in unified control and property ownership. All land intended to be included in the planned development shall be under the legal control of the applicant.
9. The Final PD site plan shall include a general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for the development.
10. The Final PD site plan shall include all agreements, provisions and covenants which govern the use, maintenance, and continued protection of the planned development and any of its common open space or other shared areas. This material shall include material which binds successors in title to any commitments concerning completion of the project and its maintenance and operation.
11. If the applicant intends to phase out the project, please include a development phasing schedule indicating:

    The approximate date when construction of the project is expected to begin.

    The number of phases in which the project will be built and the approximate date when construction of each phase can be expected to begin and completed.

    A general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for each phase of the development.

12. The Final PD site plan shall contain the following information, at minimum: a. A Landscape and irrigation plan per section 123-4 of the City Ordinance. b. Proposed lot lines and other divisions of land for management, use or allocation purposes. c. The location, size and height of present and proposed buildings and structures. d. The location and size of all areas proposed to be conveyed, dedicated, or reserved for streets, parks, playgrounds, public and semi-public buildings, and similar uses. e. The existing and proposed vehicular circulation system, including off-street parking, and loading areas. f. The pedestrian circulation system, including its interrelationships with the vehicular circulation system, within the development to adjacent streets, showing all curb cuts and sidewalks. g. The existing and proposed utility systems, including sanitary sewers, storm sewers and water, electric and gas lines. h. The proposed buffering treatment of the perimeter of the planned development, refuse stations, storage areas,

or loading areas, including materials and techniques used such as screens, fences, and walls

13. A Unity of Title with the St. Lucie County Clerk of Courts and a Parcel Combination with the St. Lucie County Property Appraiser shall be completed prior to the issuance of any Building Permit.
14. Contact the Florida Department of Transportation (FDOT) to ensure appropriate noise attenuation measures are implemented to eliminate the potential for traffic noise intrusion into the residential development. Enhancements to minimize interior noise, such as but not limited to double-glazed glass windows, sound absorptive insulation, and door treatments that meet HUD specifications for all units shall be incorporated into the residential units prior to granting a certificate of occupancy.
15. Adjust phasing line before the Final PD to include the north access and bus option with sidewalks completed and roadway access from the developed part of phase 1.

AYE: Ryan Collins, Nichelle Clemons, Christopher Widing, Clayton Johnson, Justine Carter, Chair Anton Kreisl

Passed

c. **PZCON2025-00007**
Conditional Use
Live Oak Detox Center
912 Avenue I

Mr. Gilmore stated the application is to increase the occupancy of an existing Detox Facility from fourteen (14) to sixteen (16) clients. The subject site is approximately 0.56 acres and the property currently consists of a one-story, 8-bedroom, 5-bathroom detox facility built in 1987. The existing future land use (FLU) designation is Medium Density Residential (RM), and the zoning classification is Medium Density Residential Zone (R-4).

Mr. Gilmore noted the site currently does not meet the required parking requirements with eight (8) parking spaces and one (1) handicap parking space. He noted the City Commission approved the Conditional Use for fourteen (14) clients on February 16, 2016. He said the approval was contingent upon either providing the necessary parking spaces or pursuing the option of payment in lieu of parking.

Mr. Gilmore said Live Oak Detox is a licensed, short-term residential detoxification facility offering medically monitored withdrawal services in a structured, secure environment. Mr. Gilmore explained the Live Oak Detox Facility will always employ a maximum of six (6) staff on-site. He said licensed nurses and behavioral health technicians will work in rotating shifts to ensure 24/7 supervision and care. All transportation to and from the facility is provided by the facility staff. Visitors are restricted and only allowed under exceptional circumstances. At peak staffing (with the proposed 16-client capacity), the number of vehicles will remain within the existing parking capacity.

Mr. Gilmore showed the site plan, floor plan and front elevation.

Chair Kreisl asked what the parking requirements would be today and how many parking spaces would need to be added. Mr. Freeman stated transportation is provided by staff. He noted that if the number of staff is not increased, parking will not need to be increased. Mr. Gilmore stated the parking code requirement is 1.5 spaces per bed.

Cody Neely, Applicant, stated Live Oak Detox was not his company in 2016. He said the building has eight (8) rooms and can accommodate 16 clients. He also mentioned there is a half parking spot that can accommodate a small vehicle or motorcycle.

Chair Kreisl stated he was concerned about the parking, and he asked about the maximum number of staff. Mr. Neely said the business follows staffing guidelines by the Department of Children and Families. He said none of the residents drive and there is no visitation. He noted that the facility is short term and parking six (6) cars is not a true concern. Mr. Freeman suggested adding the condition that parking is restricted to staff only. Ms. Clemons said the parking restriction is restraining vendors from delivering supplies. Board discussion ensued about adding a parking condition of approval.

Motion was made by Clayton Johnson, and seconded by Justine Carter to forward a recommendation of approval of the Conditional Use to the City Commission with the following condition:

1. Additional parking requirements are waived if the use and business are maintained.

AYE: Nichelle Clemons, Christopher Widing, Clayton Johnson, Justine Carter, Ryan Collins, Chair Anton Kreisl

Passed

d. **PZSITE2025-00009**
Major Site Plan and Innovative Community Development
Sunrise Village Apartments
3000 Okeechobee Road

Ms. Driver gave an overview of the application and said the three (3) multi-level, multifamily buildings are proposed to offer community amenities and resources, unique architectural designs, enhanced landscaping and transit-oriented design features. The proposed development is located on a parcel of approximately 6.87 acres. The future land use of the parcel is Medium Density Residential, RM, and the zoning is Medium Density Residential, R-4. Ms. Driver showed the site plan, floor plan, elevations, and landscape plan.

Chair Kreisl asked if the fire district commented about not having secondary access, and he asked about the sidewalk and right-of-way conditions of approval. Ms. Driver stated the fire district wanted a turn around.

Jerrod Purser, Planner from WGI, stated there is a 12.5-foot right-of-way dedication that the Engineering department requested along the west property line to Nebraska Avenue and a 5-foot sidewalk connection on the east side to Okeechobee Road.

Chair Kreisl asked if a left turn was being proposed onto Okeechobee Road. He also asked if the St. Lucie County school board commented on the length of distance the bus has to travel. Mr. Purser said their preference was a bus stop on Okeechobee Road, but the school district expressed they would like the bus to come in to the site and circulate down to the bus shelter.

Ms. Carter asked why the buildings were so close to the main road versus a lake, pond or landscaping being closer to the road. She stated she had concerns about traffic noise. Mr. Purser said they wanted to create a streetscape element with the landscaping instead of a huge parking lot up against the main road. He also noted it is part of meeting the innovative design criteria. Mr. Freeman said the design is a normal urban planning design process.

Chair Kreisl asked for a more significant landscape buffer, so the buildings are not exposed

as much from the street view. Mr. Purser said there are relocated sable palms and taller trees on the frontage. Mr. Purser noted that as part of the innovative design, the materials of the building are block exterior with some other materials included that are more durable and will provide a sound barrier.

Chair Kreisl asked about phasing and Ms. Carter asked about a playground and a dog park.

Mr. Johnson asked if there were any concerns with traffic going eastbound coming onto Okeechobee Road from 31st Street without having a second entry or exit.

Adam Schildmeier, Civil Engineer from WGI, stated there were no concerns shown in the traffic study that was conducted. He highlighted that the traffic signals at 25th Street and 33rd Street break up the traffic and there is a protected median on Okeechobee Road.

Chair Kreisl asked if the property was rezoned from commercial and if there was any recent history on the parcel, being that all the frontage parcels on Okeechobee Road are commercial.

Ms Carter asked staff to consider brick and stone materials to help with noise.

Mr. Widing said having a pond at the back of the community can become a functional gathering place for the residents to enjoy.

Ash Leyva, Vice-President of Blue Sky Communities and developer of Sunrise Village, stated that an environmental impact study is required, as part of their funding process. He explained one aspect of the study is noise. He highlighted the buildings and materials were analyzed for sound, and the findings were below 70 decibels, which is considered noise.

Motion was made by Nichelle Clemons, and seconded by Christopher Widing to forward a recommendation of approval of the site plan to the City Commission with the following (7) seven conditions:

1. Prior to issuance of final certificate of occupancy, a Landscape Maintenance Agreement shall be approved and shall acknowledge the following:
   a. All approved landscaping shall be installed, irrigated, and maintained in perpetuity in accordance with section 123-7 of the City Code of Ordinances, in order that it continues to present a healthy, neat, and orderly appearance free of refuse and debris, in conformity with the following requirements:
   i. Vegetation required by this article shall be replaced with equivalent or better vegetation if it is not living. All trees for which credit is awarded, and which subsequently die shall be replaced by the same or greater number of living trees according to the standards established in this article
   ii. Maintenance shall include sufficient weeding, watering, fertilizing, pruning, mowing, edging, mulching and other horticultural practices to ensure that the landscaping continues to maintain a healthy, neat, and orderly appearance
2. A 5-foot sidewalk along S. 31st Street to provide site connectivity to the existing Okeechobee Road sidewalk.
3. A 12.5 ft. right-of-way donation on S. 31st Street.
4. Prior to the CO, a maintenance plan and agreement signed by the owner and/or operating entity shall be notarized and submitted to the City Engineer. The agreement shall include the operation and maintenance of all stormwater facilities and shall ensure the stormwater management system has a plan for the removal of nuisance and invasive exotics or other vegetation to ensure no re-growth of the same.
5. Sign permits shall be filed separately during the permit process.
6. An updated Environmental Assessment shall be required prior to land clearing and

development.

7. Prior to the issuance of any site clearing permits, the applicant shall provide a Tree Mitigation Survey and coordinate with the City of Fort Pierce Arborist for the required mitigation of the City's regulated trees proposed to be removed as a result of its site development/construction activity.

AYE: Christopher Widing, Clayton Johnson, Justine Carter, Ryan Collins, Nichelle Clemons, Chair Anton Kreisl

Passed

7. COMMENTS FROM THE PUBLIC

There were no comments from the public.

8. DIRECTOR'S REPORT

Mr. Freeman stated the first outreach meeting to update the Comprehensive Plan was held, and the second outreach meeting is October 9, 2025. He said city residents and businesses can take a survey on the city's website and make comments on what they would like to see in the future.

Mr. Freeman said he will be doing a full analysis and preparing a memo to the Planning Board and City Commission relating to State Senate Bill 108. He said it is an unusual bill that initially dealt with rebuilding quicker after hurricanes. Within the bill there is an element that if a city or county is within a certain radius of a hurricane, there are provisions that restrict any changes, within a certain time period, to the comprehensive plan or zoning regulations which are more restrictive than those already in place. He noted this has a significant impact on the direction the city is moving.

Mr. Freeman said he would also be doing a full analysis, based on the contents of the changes to the Live Local Act, involving development on church properties. He said the process will have to be determined by the City Commission.

Mr. Freeman said there was an update from the government lobbyist representative at the City Commission day meeting on August 11, 2025, regarding upcoming bills and direction from the state. Mr. Freeman said there may be more legislation coming through that involves planning.

9. BOARD COMMENTS

There were no comments from the Board.

10. ADJOURNMENT

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Vennis Gilmore – Senior Planner

FROM : Selena Griffett, P.E.

Thru : Mark Zrallack, P.E. – City Engineer

RE : 912 Avenue I – Conditional Use
PZCON2025-00007

DATE : July 8, 2025

This is to advise you that we have completed the review of the following documents as received by this office on June 25, 2025:

- ☐ Development Permit Compliance Review
- ☐ Site Plan
- ☐ Planned Development
- ☐ Permits
- ☐ Construction Drawings
- ☐ Test Reports & Related Documents
- ☐ Record Drawings
- ☒ Other Conditional Use

Based on our reviews and appropriate site final inspection, we

- ☒ Recommend
- ☐ Do Not Recommend
- ☒ Conditional Use Approval
- ☐ Site Plan Approval
- ☐ C/O

Developer, Owner, Engineer, Contractor, and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

☐ See attached for comments

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.460.6847

THE SUNRISE CITY
FORT PIERCE
POLICE DEPARTMENT
"In Honor We Serve"
Florida

Technical Review Committee meeting

July 17, 2025

Case #: PZCON2025-00007

Planner: City of Ft. Pierce Planning Department.

Conditional Use

912 Avenue I., Ft. Pierce (Live Oak Detox Center).

Comments:

No comments at this time.

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 Ext 3473

Technical Review Committee Meeting

TECHNICAL REVIEW PROJECT: PZCON2025-00007
Live Oak Detox - 912 Avenue I

W/WW Engineering: No comment.

Electric Engineering: FPUA Electric & Gas Engineering has reviewed the application. **Approved**.

Gas: N/A

FPUAnet Fiber: N/A

CITY OF FORT PIERCE
Florida

Office of the City Clerk
City Hall, 100 North US 1
P.O. Box 1480 Fort Pierce, FL 34954-1480
(772) 467-3052 • www.CityOfFortPierce.com

March 2, 2016

RECEIVED
MAR 04 2016
CITY OF FORT PIERCE
PLANNING & ZONING

Water's Edge Recovery
Mr. Tyler Gorman
117 SE Seminole Street
Stuart, FL 34994

Dear Mr. Gorman:

On February 26, 2016, I provided you a letter outlining the approval of your conditional use application. Unfortunately, I failed to include the condition that a fence be constructed. Accordingly, please see the revised conditions of approval below:

1. Provide required parking to the site or pursue payment in lieu of program.
2. Re-stripe existing parking stalls.
3. Install landscaping such as trees and shrubs as required per the code.
4. Comply with all violations reviewed by the Special Magistrate.
5. Construct a fence around the property.

I apologize for any inconvenience. If you have any questions, please contact the Planning Department.

Very truly yours,

Linda W. Cox

Linda W. Cox
City Clerk

cc: Rebecca Grohall, Planning Manager

PC Hotel/Kevin Gallagher
6550 Pasacola Blvd.
Pasacola, FL 32505

CITY OF FORT PIERCE
PLANNING DEPARTMENT

REBECCA GROHALL, AICP, PLANNING MANAGER
COMPREHENSIVE PLANNING ◊ DEVELOPMENT REVIEW
HISTORIC PRESERVATION ◊ URBAN DESIGN ◊ URBAN FORESTRY ◊ ZONING

TO: The Honorable Mayor and Members of the City Commission

THROUGH: Rebecca Grohall, AICP, Planning Manager

FROM: Clarissa Davis, Planner

SUBJECT: Conditional Use – Water's Edge Recovery – 912 Avenue I

DATE: February 4th, 2016

STAFF REPORT

Owner: PC Hotel/Kevin Gallagher
6550 Pasacola Blvd, Pasacola, FL 32505

Applicant/Representative: Water's Edge Recovery / Tyler Gorman
117 SE Seminole Street, Stuart, FL 34994

Requested Action: Approval of a Conditional Use Application to allow the use of a detoxification facility (hospital).

Location: 912 Avenue I

Parcel IDs: 2403-707-0009-000-6

Current Zoning: R4, Medium Density Residential

Current Future Land Use: RM, Medium Density Residential

Surrounding Zoning:

North	East	South	West
R4	R4	R4	R4

Parcel(s) Size: .56 acres

Staff Analysis:

The applicant, Water's Edge Recovery, is proposing a short term residential detoxification facility located at 912 Avenue I. This property is zoned R4, Medium Density Residential and has an underlying future land use of RM, Medium Density Residential.

The facility is approximately 5,200 sq. ft. and will house a maximum of 14 clients who will be seeking treatment. All clients participating in the Water's Edge Recovery program will be voluntary and will not be court ordered. The site will be secure and will have 24 hour staff. A number of services will be provided to their clients such as Health & Wellbeing Workshops, Group Activities, Triggers & High Risk Situations workshops, Creative writing and others. The facility will not allow visitors unless under extreme circumstances. Transportation will be provided, as no client will be able to bring their own car on-site.

TRC Comments:

The application was transmitted to the reviewing departments. TRC comments are attached to this staff report.

Planning Board Recommendation:

At their January 26th, 2016, the Planning Board motioned to deny the Conditional Use application. The motion passed with a 7-3 vote.

Staff Recommendation:

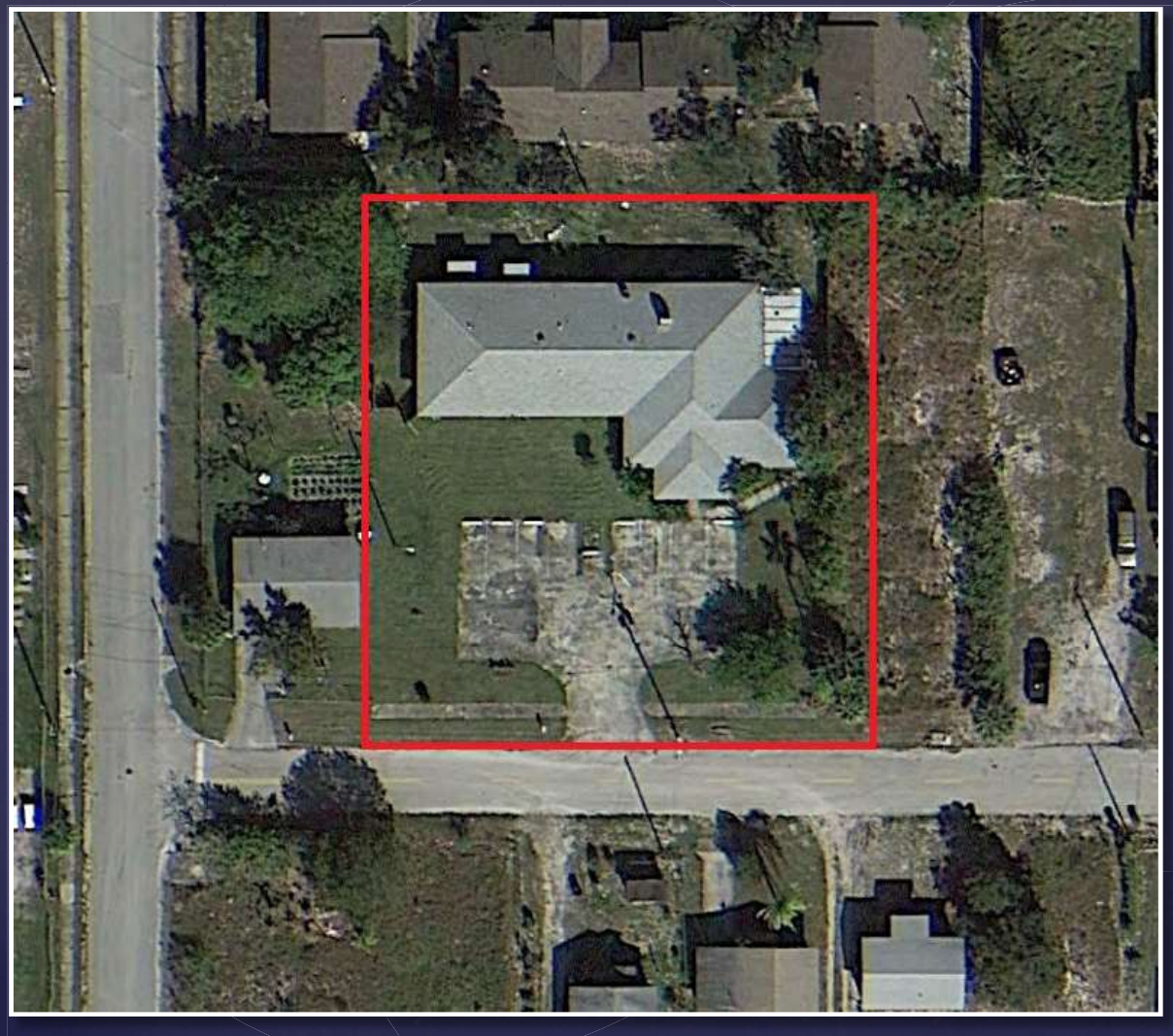
Staff recommends that the City Commission send the application back to the Planning Board for a re-hearing to hear new evidence about the licensing standards for the facility and their ability to obtain the required licenses.

Planning Department

Conditional Use w/ No New Construction



Water's Edge Recovery – 912 Avenue I



- Approximately .56 acres
- Zoned R4, Medium Density Residential with RM, Medium Density Residential FLU
- Proposed use is synonymous with definition of the use “hospital”.

- Proposed detoxification center.
- Approximately 5,200 sq. ft.
- A maximum of 14 voluntary clients
- Offer services such as Health & Wellbeing Workshops, Group Activities, Triggers & High Risk Situations workshops
- 24 hour staff


Bedroom
Bedroom
Bedroom
Bedroom
Kitchen
Porch
Dining Room
Open Porch
Bedroom
Bedroom
Bedroom
Bedroom
Storage
Office
Office
Office
Laundry
Linen
Living Room
Recreation Room
Screened Porch

Code of Ordinances

Hospital - A building or group of buildings having facilities for overnight care of one or more human patients, providing services to in-patients and medical care to the sick and injured, and which may include as accessory uses: Laboratories, out-patient services, training facilities, central service facilities and staff facilities.

Staff Recommendations

Staff recommends that the Planning Board approve the Conditional Use application with the following conditions:

1. Provide required parking to the site or pursue payment in lieu of program.
2. Re-stripe existing parking stalls.
3. Install landscaping such as trees and shrubs as required per the code.



Clarissa Davis
cdavis@city-ftpierce.com
(772)467-3742

Detailed Narrative – Conditional Use Application

Request for Use of 8th Bedroom – No New Construction or Site Modifications

Namaste Recovery Center LLC, dba Live Oak Detox, respectfully submits this request to amend the previously approved conditional use at 912 Avenue I, Fort Pierce, FL 34950. This application proposes to utilize the facility's 8th bedroom to increase client capacity from 14 to 16. No new construction or site improvements are proposed, and no other modifications to the original conditional use approval are requested.

Facility Overview

- **Property Address:** 912 Avenue I, Fort Pierce, FL 34950
- **Zoning:** R4 – Medium Density Residential
- **Future Land Use:** RM – Medium Density Residential
- **Total Building Area:** ~5,258 sq. ft.
- **Parcel Size:** 0.56 acres
- **Total Bedrooms:** 8
- **Requested Occupancy:** 16 clients (2 per bedroom)
- **Existing Conditional Use Approval:** 14 clients

Live Oak Detox is a licensed, short-term residential detoxification facility offering medically monitored withdrawal services in a structured, secure environment. The facility provides medical detoxification and individualized and group-based therapeutic support during the initial stabilization period of recovery from substance use.

Clients and Staffing

- **Client Profile:** Adults 18 and older, voluntarily admitted; no court-ordered or forensic clients.
- **Gender:** Both male and female clients accepted, with same-gender room assignments and strict supervision to maintain compliance with licensure standards.
- **Staffing:**
    - 24/7 onsite supervision and care by licensed nurses and behavioral health technicians (support staff)
    - Daily clinical oversight by a physician or nurse practitioner, on call 24/7 and required to make daily rounds.
    - Additional staff: Clinical Director (Therapist), Case Manager, Chef
    - Max simultaneous staff on-site: 6
    - Staffing levels compliant with DCF Rule 65D-30.006(4)(d) for licensed detoxification facilities:
        - Beds 1–15: 1 nurse + 1 support staff per shift

- Beds 16–20: 1 nurse + 2 support staff per shift

Transportation and Parking

- Clients are not permitted to bring vehicles to the facility.
- All transportation to and from the facility is provided by facility staff.
- Visitors are restricted, only allowed under exceptional circumstances.
- On-site parking spaces: 8
- At peak staffing (with the proposed 16-client capacity), the number of vehicles remains within existing parking capacity.

Programs and Services Provided

- 24/7 medical monitoring for safe detoxification
- Individual and group therapy
- Relapse prevention planning
- 12-step facilitation
- Holistic services: meditation, nutrition education, art therapy
- Vocational and life skills support
- Case management and discharge planning
- Meals, housing, supervision, and transportation included
- This is not an assisted living facility

Licensing and Compliance

- The facility is licensed under the Florida Department of Children and Families (DCF)
- Accredited by **The Joint Commission**
- Compliant with all state and municipal regulations

Conditional Use History

- **October 23, 2015:** Original Conditional Use Application submitted by Water's Edge Recovery requesting Approval of a Conditional Use Application to Allow the Use of a 14-bed Detoxification Facility (hospital).
- **February 16, 2016: City Commission Unanimously approved** the Conditional Use Application with conditions:
    1. Provide or fund required parking
    2. Re-stripe parking stalls
    3. Install landscaping
    4. Resolve Special Magistrate violations

5. Construct a perimeter fence

Summary of Requested Addendum to Conditional- Use

We respectfully request approval to utilize the **8th bedroom** in the facility, thereby increasing the approved capacity from **14 to 16 clients**. There are **no proposed changes to the structure, site plan, or previously approved conditions**. The facility was originally built to accommodate 16 clients and is fully capable of doing so under current code and licensure standards.

Live Oak Detox is a respected provider in the community, employing local residents and providing a vital service to individuals seeking recovery in a safe, medically supervised environment. We remain committed to being a good neighbor and community partner in Fort Pierce.

Sincerely,

Haley Neeley
President
Namaste Recovery Center, LLC / dba Live Oak Detox

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved -- 6/9/2025, 10:59 AM

Property Identification

Site Address: 912 AVENUE I
Sec/Town/Range: 03/35S/40E
Parcel ID: 2403-707-0009-000-6
Jurisdiction: Fort Pierce

Use Type: 7502
Account #: 16085
Map ID: 24/03S
Zoning: Medium Den

Ownership

FORT FLO HOLDINGS LLC

PO Box 278996
Miramar, FL 33027-8996



Legal Description

RICHARD EDWARDS S/D LOTS 9, 10 AND 11 AND S 10 FT OF VAC ALLEY ADJ ONN

Current Values

Just/Market Value:	$1,209,300
Assessed Value:	$484,000
Exemptions:	$0
Taxable Value:	$484,000

Property taxes are subject to change upon change of ownership.

- **Past taxes are not a reliable projection of future taxes.**
- **The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.**

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Download TRIM for this parcel: Download PDF

Total Areas

Finished/Under Air (SF):	5,258
Gross Sketched Area (SF):	5,893
Land Size (acres):	0.56
Land Size (SF):	24,375

Building Design Wind Speed

Occupancy Category	I	II	III
Speed	140	160	160

Sources/links:

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
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Jan 1, 1988	0573 / 0863	XX00	CV		$285,000
Apr 1, 1987	0537 / 2979	XX02	CV		$35,000

Building Information (1 of 1)

Finished Area: 5,258 SF

Gross Sketched Area: 5,893 SF

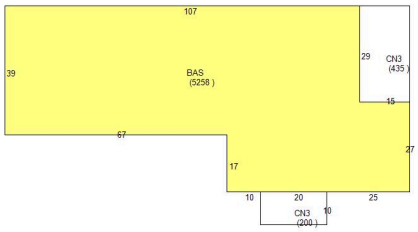
Exterior Data

View:	Roof Cover: Fibrglss Shg	Roof Structure: Hip
Building Type: REHAB	Year Built: 1987	Frame:
Grade: Y_D	Effective Year: 1987	Primary Wall: CB Stucco
Story Height: 1 Story	No. Units: 1	Secondary Wall:

Interior Data

Bedrooms: 0	Electric: AVERAGE	Primary Int Wall:
Full Baths: 0	Heat Type: FrcdHotAir	Avg Hgt/Floor: 0
Half Baths: 0	Heat Fuel: ELEC	Primary Floors: Vinyl Tiles
A/C %: 100%	Heated %: 100%	Sprinkled %: 100%





Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter
BAS	BASE AREA	5258	5258	356
CN3	CANOPY	635	0	148

Special Features and Yard Items

Type	Qty	Units	Year Blt
CONCRETE LOW	1	4652	1987
CEMENT CURB	1	42	1987
Fen WoodSB 6'	1	314	2015

Current Year Values

Current Values Breakdown

Building and SFYI:	$1,027,000
Land:	$182,300
Just/Market:	$1,209,300
Ag Credit:	$0
Save Our Homes or 10% Cap:	$725,300
Assessed:	$484,000
Exemption(s):	$0
Taxable:	$484,000

Current Year Exemption Value Breakdown

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2015	0041	5.7	Fort Pierce Stormwater Charge	$393.30

This does not necessarily represent the total Special Assessements that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office.

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2024	$1,209,300	$484,000	$0	$484,000
2023	$440,000	$440,000	$0	$440,000
2022	$446,000	$289,740	$0	$289,740
2021	$263,400	$263,400	$0	$263,400

Permits

Number	Issue Date	Description	Amount	Fee
F92-000624	Jun 10, 1992	Commercial New Construction	$20,000	$20,000
F92-00624A	Jun 10, 1992	Sprinkler System	$900	$900
MC2003-134	May 1, 2003	Air Conditioning Only	$1,975	$75
RF20051783	Apr 29, 2005	Roof	$20,000	$200
EXH20073	Mar 23, 2007	Alterations/Remodeling	$6,450	$140
BP16-1313	May 18, 2016	Demolition	$5,000	$0
BP16-1792	Jun 23, 2016	Fence	$3,800	$0
BP16-1579	May 27, 2016	Electric	$700	$0
BP16-2358	Sep 27, 2016	Alterations/Remodeling	$175,000	$0
BP16-2994	Nov 15, 2016	Plumbing	$9,220	$0
BP17-0278	Feb 7, 2017	Concrete	$1,800	$0
BP17-1876	Aug 18, 2017	Fence	$4,400	$0

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in Fort Pierce

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5071264 OR BOOK 4859 PAGE 2670, Recorded 07/18/2022 02:14:27 PM Doc Tax: $8995.00

This Instrument Prepared: Law Offices of Florido & Associates, P.A.
PO Box 278996
Miramar, FL 33027

Parcel ID: 2403-707-0009-000-6

{Space Above This Line for Recording Data}

WARRANTY DEED (STATUTORY FORM- SECTION 689.02 F.S.)

This indenture made this 12 day of **July 2022**, BETWEEN **PC Hotel LLC, a Florida Limited Liability Company**, whose post office address is **8831 S Redwood Road, Ste D2, West Jordan, UT 84088**, grantors, and **Fort Flo Holdings LLC, a Delaware Limited Liability Company** whose post address is: **PO Box 278996, Miramar, FL 33027**, grantees.

WITNESSETH, That said Grantors, for and in consideration of the sum of Ten and 00/100's ($10.00) Dollars and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the grantee and grantee's heirs and assigns forever the following described land situate, lying in St. Lucie County, Florida, to-wit:

Lots 9, 10, and 11 and ½ of the vacated alley adjoining on the North, Richard Edwards Subdivision, according to the map or plat thereof as recorded in Plat Book 10, Page 1, Public Records of St. Lucie County, Florida.

Parcel Identification Number: 2403-707-0009-000-6

Subject to Real Estate taxes for the year 2022 and thereafter.

Subject to Easements, Dedications, Limitations, etc. of record, and zoning ordinances, without, however, re-imposing the same.

And said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

"Grantor" and "grantee" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, Grantors have hereunto set grantors' hands and seal the day and year first above written.

Signed, sealed and delivered in our presence:

PC Hotel LLC,
a Florida Limited Liability Company

Witness Signature
Ana Mendoza
Printed Name

Witness Signature
Printed Name

Grantor Signature:
TRENT PEARCE, Member

Witness Signature
Ana Mendoza
Printed Name

Witness Signature
Printed Name

Grantor Signature:
BRENT PEARCE, Member

STATE OF ~~FLORIDA~~ UTAH)
) SS
COUNTY OF SALT LAKE **)**

Sworn to (or affirmed) and subscribed before me, by means of ☐ physical presence or ☐ online notarization, I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, appeared **TRENT PEARCE, as Member of PC Hotel LLC, a Florida Limited Liability Company,** who has produced a ~~Florida~~ Utah **Driver's License** as identification and who did take an oath to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State has aforesaid this 12th day of **July 2022**.

My Commission Expires: 1/25/2023

Notary Public, State of ~~Florida~~ Utah
(print name) Patty Pasaye

NOTARY PUBLIC
PATTY PASAYE
704270
COMMISSION EXPIRES
ANUARY 25, 2023
STATE OF UTAH

STATE OF ~~FLORIDA~~ UTAH)
) **SS**
COUNTY OF SALT LAKE)

Sworn to (or affirmed) and subscribed before me, by means of ☐ physical presence or ☐ online notarization, I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, appeared **BRENT PEARCE, as Member of PC Hotel LLC, a Florida Limited Liability Company,** who has produced a **~~Florida~~ Driver's License** as identification and who did take an oath to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State has aforesaid this 27th day of **July 2022**.

My Commission Expires: 1/25/2023

Patty Pasaye

Notary Public, State of ~~Florida~~ Utah
(print name) Patty Pasaye

NOTARY PUBLIC
PATTY PASAYE
704270
COMMISSION EXPIRES
JANUARY 25, 2023
STATE OF UTAH

Saint Lucie County Property Appraiser
Michelle Franklin CFA

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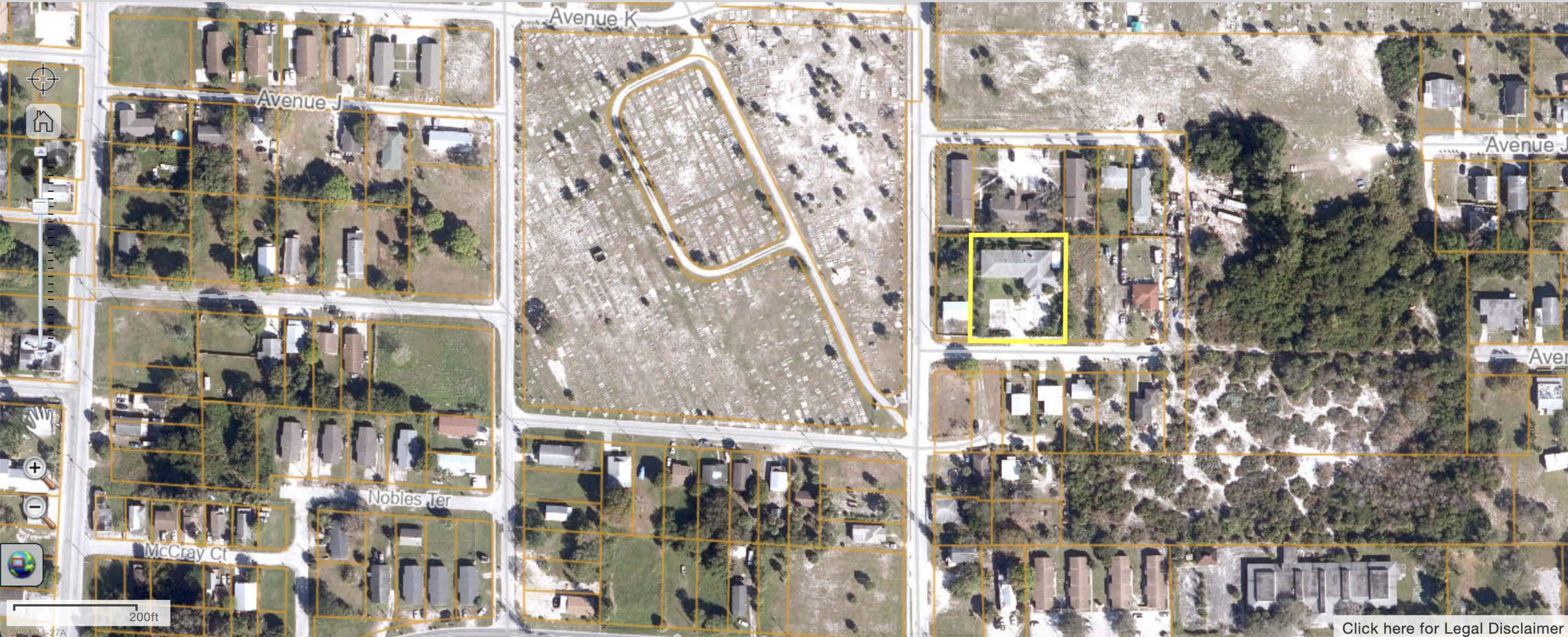
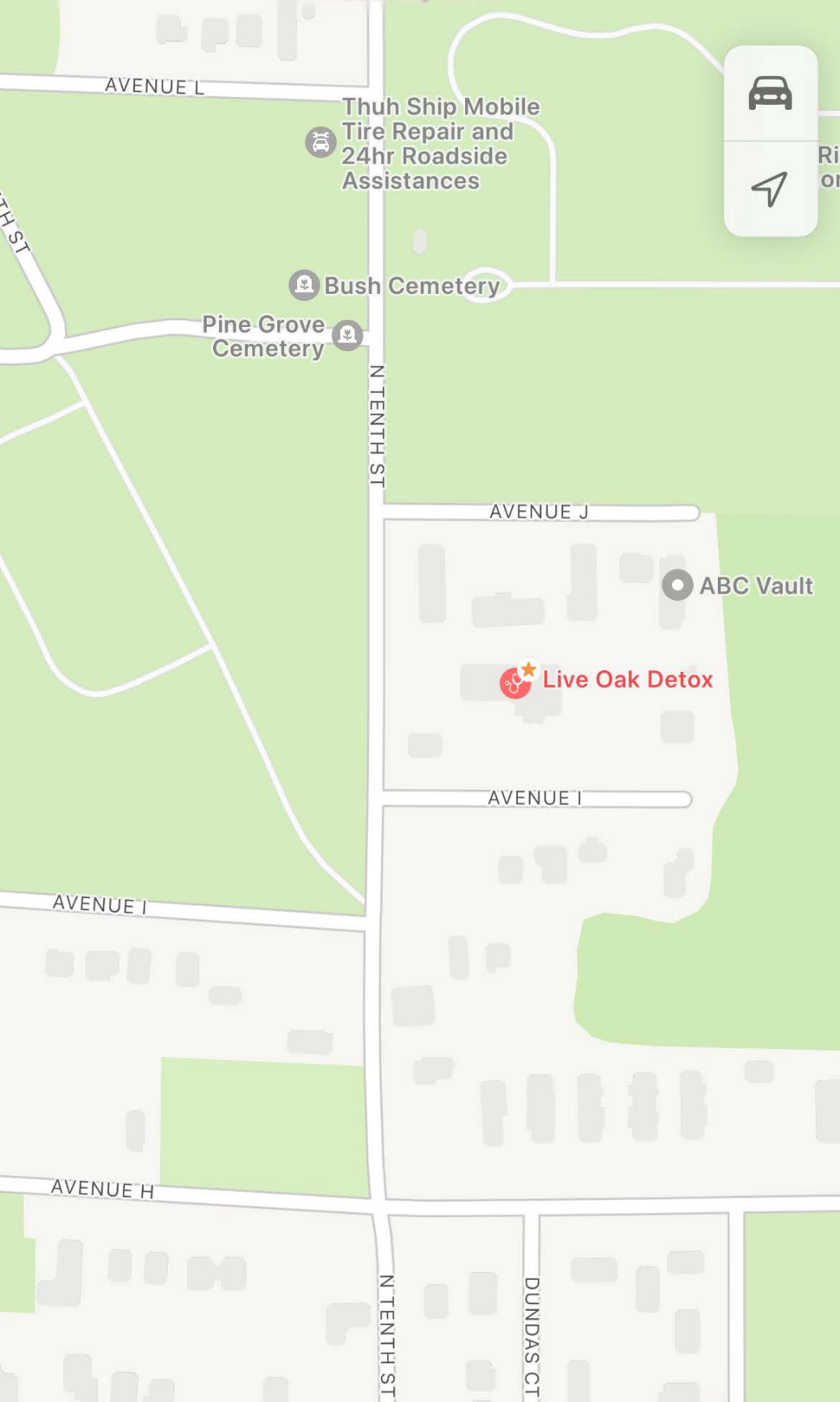


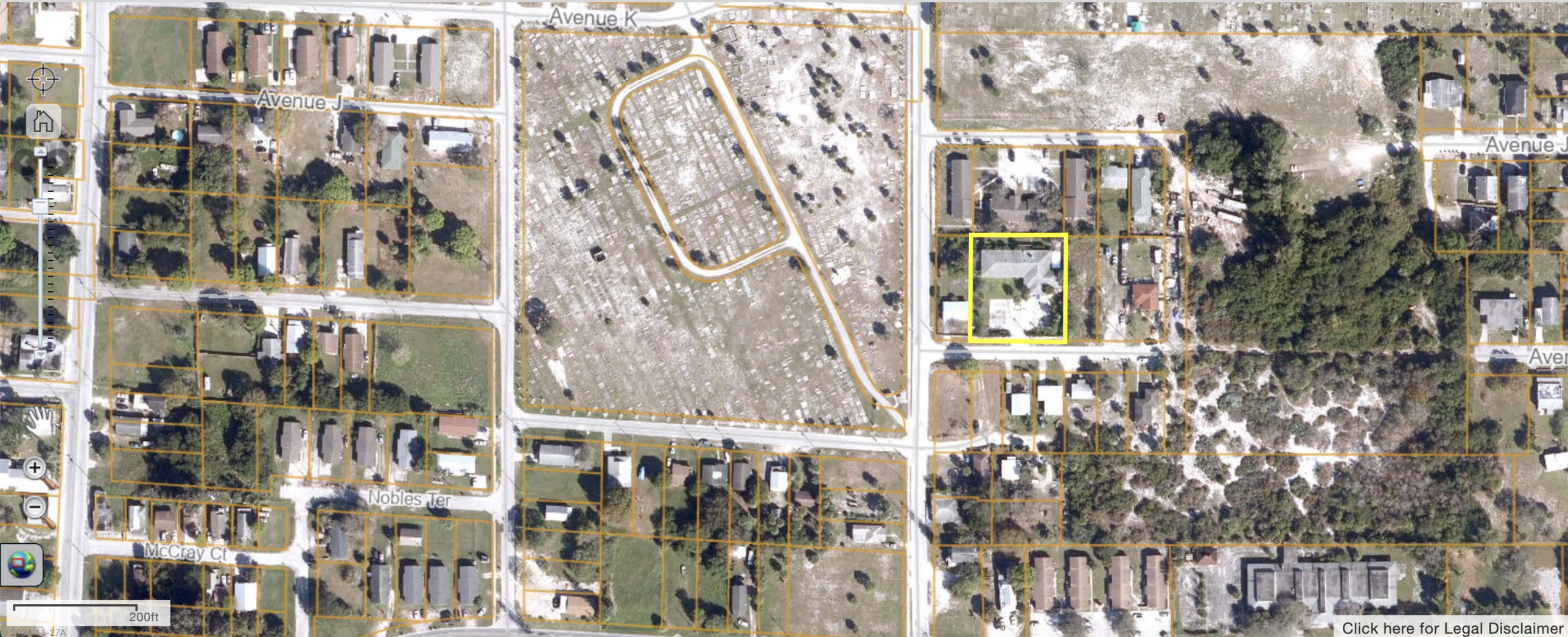
GENERAL LOCATION MAP




AVENUE L
Thuh Ship Mobile Tire Repair and 24hr Roadside Assistances
Bush Cemetery
Pine Grove Cemetery
N TENTH ST
AVENUE J
ABC Vault
Live Oak Detox
AVENUE I
AVENUE I
AVENUE H
N TENTH ST
DUNDAS CT

Saint Lucie County Property Appraiser
Michelle Franklin CFA

Basic Search | Advanced Search | Sales Search | View Search Results | Layers | Map | Tools | Help



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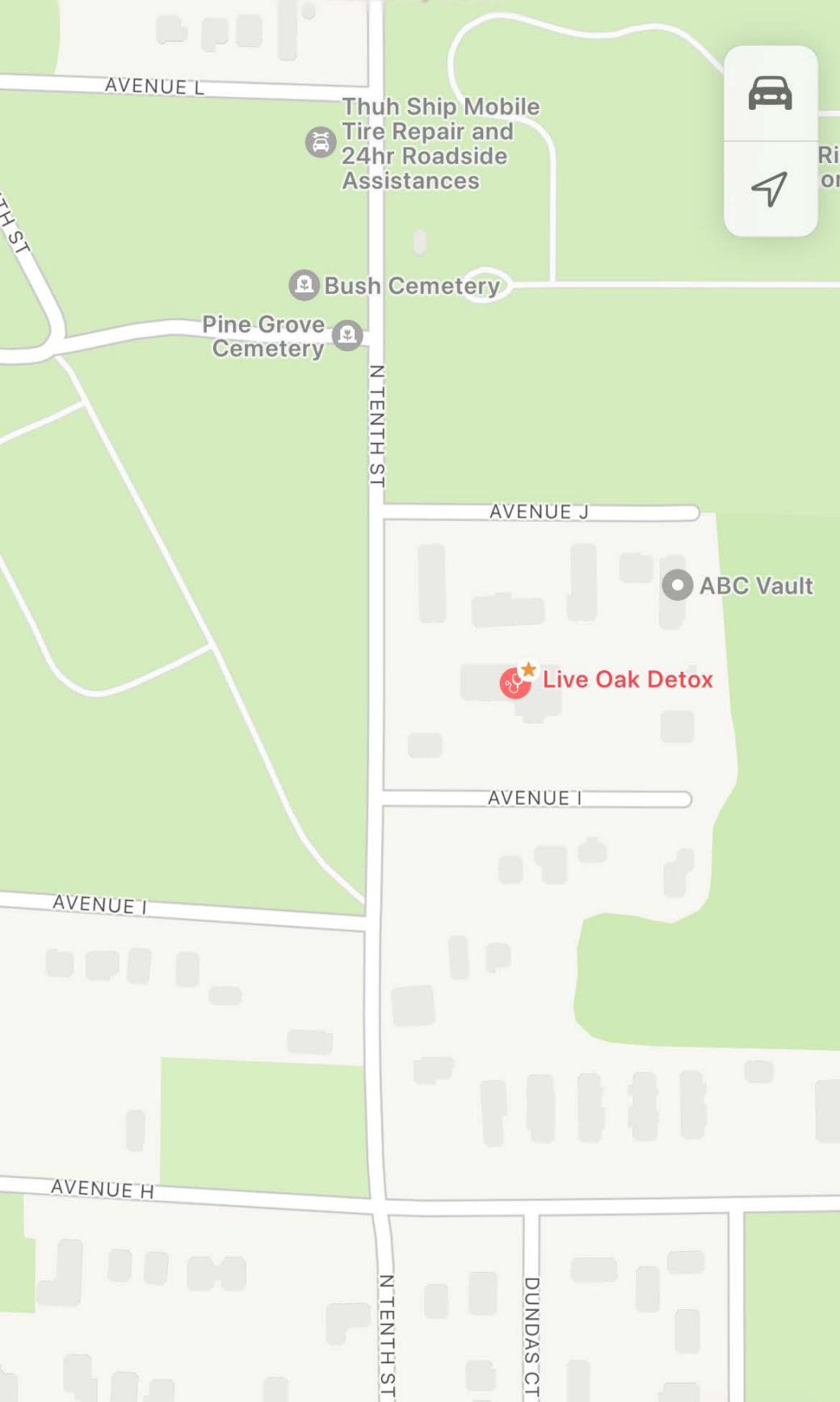
AVENUE L
Thuh Ship Mobile Tire Repair and 24hr Roadside Assistances
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Pine Grove Cemetery
N TENTH ST
AVENUE J
ABC Vault
Live Oak Detox
AVENUE I
AVENUE I
AVENUE H
N TENTH ST
DUNDAS CT

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved -- 6/9/2025, 10:59 AM

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Parcel ID: 2403-707-0009-000-6
Jurisdiction: Fort Pierce

Use Type: 7502
Account #: 16085
Map ID: 24/03S
Zoning: Medium Den

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FORT FLO HOLDINGS LLC

PO Box 278996
Miramar, FL 33027-8996



Legal Description

RICHARD EDWARDS S/D LOTS 9, 10 AND 11 AND S 10 FT OF VAC ALLEY ADJ ONN

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Building Information (1 of 1)

Finished Area: 5,258 SF

Gross Sketched Area: 5,893 SF

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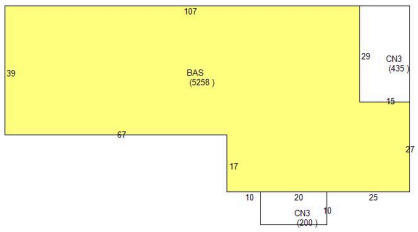
View:	Roof Cover: Fibrglss Shg	Roof Structure: Hip
Building Type: REHAB	Year Built: 1987	Frame:
Grade: Y_D	Effective Year: 1987	Primary Wall: CB Stucco
Story Height: 1 Story	No. Units: 1	Secondary Wall:

Interior Data

Bedrooms: 0	Electric: AVERAGE	Primary Int Wall:
Full Baths: 0	Heat Type: FrcdHotAir	Avg Hgt/Floor: 0
Half Baths: 0	Heat Fuel: ELEC	Primary Floors: Vinyl Tiles
A/C %: 100%	Heated %: 100%	Sprinkled %: 100%





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Number	Issue Date	Description	Amount	Fee
F92-000624	Jun 10, 1992	Commercial New Construction	$20,000	$20,000
F92-00624A	Jun 10, 1992	Sprinkler System	$900	$900
MC2003-134	May 1, 2003	Air Conditioning Only	$1,975	$75
RF20051783	Apr 29, 2005	Roof	$20,000	$200
EXH20073	Mar 23, 2007	Alterations/Remodeling	$6,450	$140
BP16-1313	May 18, 2016	Demolition	$5,000	$0
BP16-1792	Jun 23, 2016	Fence	$3,800	$0
BP16-1579	May 27, 2016	Electric	$700	$0
BP16-2358	Sep 27, 2016	Alterations/Remodeling	$175,000	$0
BP16-2994	Nov 15, 2016	Plumbing	$9,220	$0
BP17-0278	Feb 7, 2017	Concrete	$1,800	$0
BP17-1876	Aug 18, 2017	Fence	$4,400	$0

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in Fort Pierce

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5071264 OR BOOK 4859 PAGE 2670, Recorded 07/18/2022 02:14:27 PM Doc Tax: $8995.00

This Instrument Prepared: Law Offices of Florido & Associates, P.A.
PO Box 278996
Miramar, FL 33027

Parcel ID: 2403-707-0009-000-6

{Space Above This Line for Recording Data}

WARRANTY DEED (STATUTORY FORM- SECTION 689.02 F.S.)

This indenture made this 12 day of **July 2022**, BETWEEN **PC Hotel LLC, a Florida Limited Liability Company**, whose post office address is **8831 S Redwood Road, Ste D2, West Jordan, UT 84088**, grantors, and **Fort Flo Holdings LLC, a Delaware Limited Liability Company** whose post address is: **PO Box 278996, Miramar, FL 33027**, grantees.

WITNESSETH, That said Grantors, for and in consideration of the sum of Ten and 00/100's ($10.00) Dollars and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the grantee and grantee's heirs and assigns forever the following described land situate, lying in St. Lucie County, Florida, to-wit:

Lots 9, 10, and 11 and ½ of the vacated alley adjoining on the North, Richard Edwards Subdivision, according to the map or plat thereof as recorded in Plat Book 10, Page 1, Public Records of St. Lucie County, Florida.

Parcel Identification Number: 2403-707-0009-000-6

Subject to Real Estate taxes for the year 2022 and thereafter.

Subject to Easements, Dedications, Limitations, etc. of record, and zoning ordinances, without, however, re-imposing the same.

And said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

"Grantor" and "grantee" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, Grantors have hereunto set grantors' hands and seal the day and year first above written.

Signed, sealed and delivered in our presence:

PC Hotel LLC,
a Florida Limited Liability Company

Witness Signature
Ana Mendoza
Printed Name

Witness Signature
Printed Name

Grantor Signature:
TRENT PEARCE, Member

Witness Signature
Ana Mendoza
Printed Name

Witness Signature
Printed Name

Grantor Signature:
BRENT PEARCE, Member

STATE OF ~~FLORIDA~~ UTAH)
) SS
COUNTY OF SALT LAKE **)**

Sworn to (or affirmed) and subscribed before me, by means of ☐ physical presence or ☐ online notarization, I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, appeared **TRENT PEARCE, as Member of PC Hotel LLC, a Florida Limited Liability Company,** who has produced a ~~Florida~~ Utah **Driver's License** as identification and who did take an oath to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State has aforesaid this 12th day of **July 2022**.

My Commission Expires: 1/25/2023

Notary Public, State of ~~Florida~~ Utah
(print name) Patty Pasaye

NOTARY PUBLIC
PATTY PASAYE
704270
COMMISSION EXPIRES
ANUARY 25, 2023
STATE OF UTAH

STATE OF ~~FLORIDA~~ UTAH)
) **SS**
COUNTY OF SALT LAKE)

Sworn to (or affirmed) and subscribed before me, by means of ☐ physical presence or ☐ online notarization, I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, appeared **BRENT PEARCE, as Member of PC Hotel LLC, a Florida Limited Liability Company,** who has produced a **~~Florida~~ Driver's License** as identification and who did take an oath to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that she executed the same.

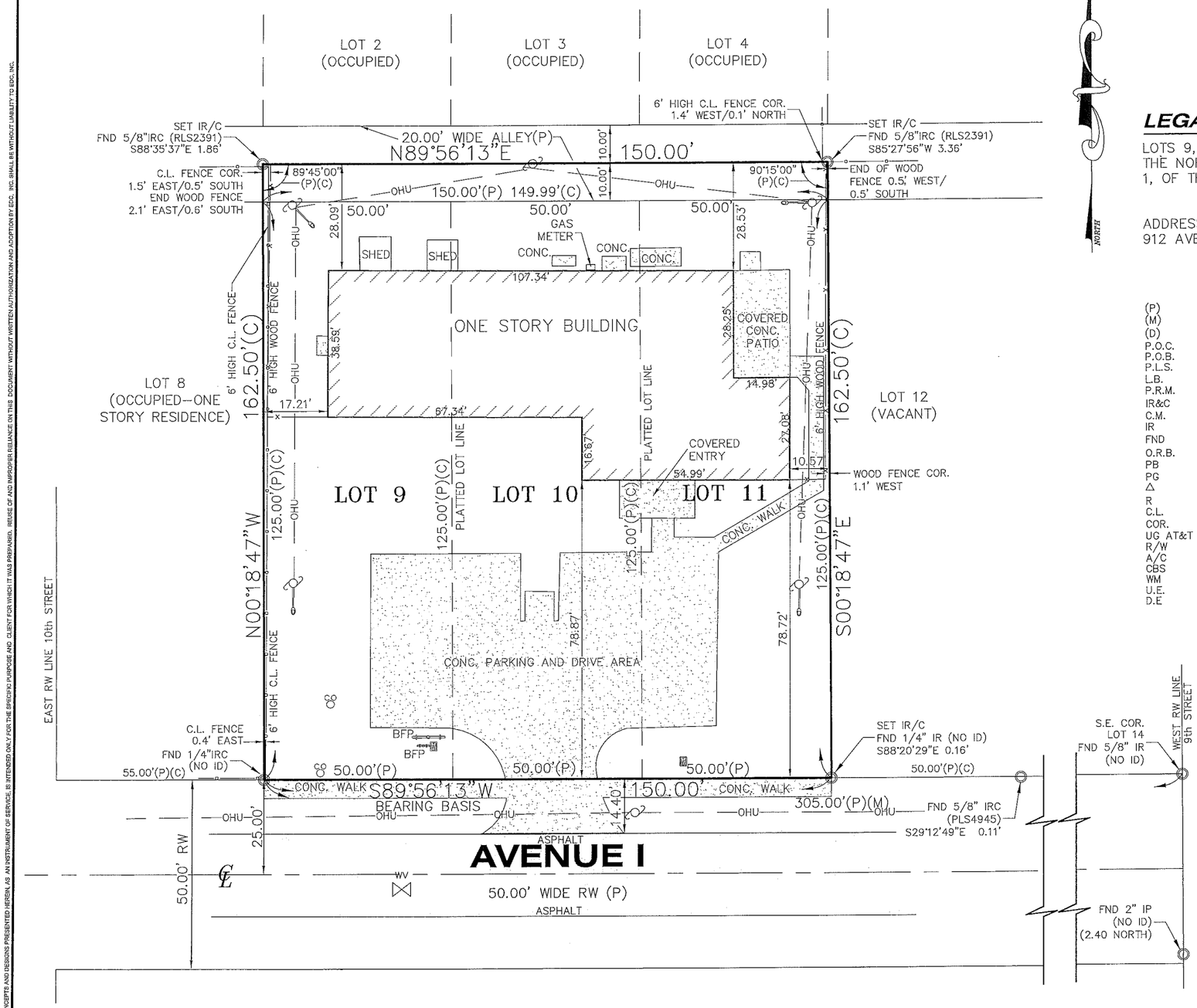
WITNESS my hand and official seal in the County and State has aforesaid this 27th day of **July 2022**.

My Commission Expires: 1/25/2023

Patty Pasaye

Notary Public, State of ~~Florida~~ Utah
(print name) Patty Pasaye

NOTARY PUBLIC
PATTY PASAYE
704270
COMMISSION EXPIRES
JANUARY 25, 2023
STATE OF UTAH



GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

LEGAL DESCRIPTION

LOTS 9, 10 AND 11, AND 1/2 OF THE VACATED ALLEY ADJOINING ON THE NORTH OF RICHARD EDWARDS SUBDIVISION, PLAT BOOK 10, PAGE 1, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

ADDRESS:
912 AVENUE I, FT. PIERCE, FLORIDA

LEGEND

(P)	PLAT DATA
(M)	CALCULATED FROM FIELD MEASUREMENTS
(D)	DEED
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
P.L.S.	PROFESSIONAL LAND SURVEYOR
L.B.	LICENSED BUSINESS
P.R.M.	PERMANENT REFERENCE MONUMENT
IR&C	5/8" IRON ROD & CAP
C.M.	CONCRETE MONUMENT
IR	IRON ROD
FND	FOUND
O.R.B.	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG	PAGE
Δ	CENTRAL ANGLE
R	RADIUS
C.L.	CHAIN LINK
COR.	CORNER
UG AT&T	UNDERGROUND AT&T
R/W	RIGHT OF WAY
A/C	AIR CONDITIONING
CBS	CONCRETE BLOCK STRUCTURE
WM	WATER MAIN
U.E.	UTILITY EASEMENT
D.E	DRAINAGE EASEMENT

℄	CENTERLINE
	PROPERTY LINE
No.	NUMBER
TYP	TYPICAL
CONC	CONCRETE
CATV	CABLE TELEVISION
SQ.	SQUARE
FT.	FEET
TOB	TOP OF BANK
OHU	OVERHEAD UTILITIES
	WOOD POWER POLE
	FIRE HYDRANT
	VALVE
	DRAINAGE MANHOLE
	SANITARY MANHOLE
	TELEPHONE JUNCTION BOX
	WOOD POWER POLE
	CONCRETE POWER POLE
	WELL
	CABLE TV JUNCTION BOX
	SIGN
	SANITARY CLEAN OUT
	WATER METER
	LIGHT POLE
F.F.E.	FINISH FLOOR ELEVATION
	WOOD LIGHT POLE

NOTES

1) NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2) ADDITIONS OF DELETIONS TO SURVEY MAPS OR REPORTS, BY OTHER THAN THE SIGNING SURVEYOR IS PROHIBITED, WITHOUT CONSENT OF THE SIGNING SURVEYOR.
3) DESCRIPTION SHOWN HEREON PROVIDED BY CLIENT AND/OR THEIR AGENT.
4) SUBJECT PROPERTY CONTAINS 0.560 ACRES, MORE OR LESS.
5) THE LAST DATE OF FIELD WORK WAS NOVEMBER 6, 2015.
6) THE NORTH RIGHT OF WAY LINE LINE OF AVENUE I IS ASSUMED TO BEAR S89°56'13"W AND ALL OTHER BEARINGS SHOWN ARE RELATIVE THERETO. BEARINGS SHOWN ARE BASED ON NORTH AMERICAN DATUM, ADJUSTMENT OF 1983, FLORIDA STATE PLANE, EAST ZONE.
7) UNDERGROUND UTILITIES, UTILITY SERVICES, FOUNDATIONS AND IMPROVEMENTS WERE NOT LOCATED AS A PART OF THIS SURVEY.
8) DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA HAVING A FLOOD DESIGNATION "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP No. 12111C0179J, COMMUNITY NO. 120286 (CITY OF FT. PIERCE) HAVING AN EFFECTIVE DATE OF FEBRUARY 16, 2012 IN ST. LUCIE COUNTY, FLORIDA.
9) BEARINGS AND DISTANCES SHOWN ARE PER RECORD PLAT AND CALCULATED UNLESS SHOWN OTHERWISE.

CERTIFIED TO:

WATERS EDGE RECOVERY

11-9-2015
MICHAEL T. OWEN DATE
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION #5556

EDC/GSI PROJECT # 15-300

ENGINEERING DESIGN & CONSTRUCTION, INC.
1934 TUCKER COURT
FT. PIERCE, FL 34950
phone: 772-462-2455
fax: 772-462-2454
BOARD OF PROFESSIONAL ENGINEERS AND SURVEYORS
CERTIFICATE OF AUTHORIZATION NUMBER 9335 (ENGINEERING)
CERTIFICATE OF AUTHORIZATION NUMBER 6956 (SURVEYING)

MTO — CHECKED BY
MDP — DRAWN BY
15-300MAP1 — FILENAME
SHEET 1 LAYOUT
1"=30' — SCALE
11-9-2015 — DATE

REVISION COMMENTS — DATE

912 AVENUE "I"
FT. PIERCE, FLORIDA

BOUNDARY SURVEY

ST. LUCIE COUNTY, FLORIDA

MICHAEL T. OWEN, P.S.M.
#5556
1934 TUCKER COURT
FT. PIERCE, FL 34950
phone: 772-462-2455

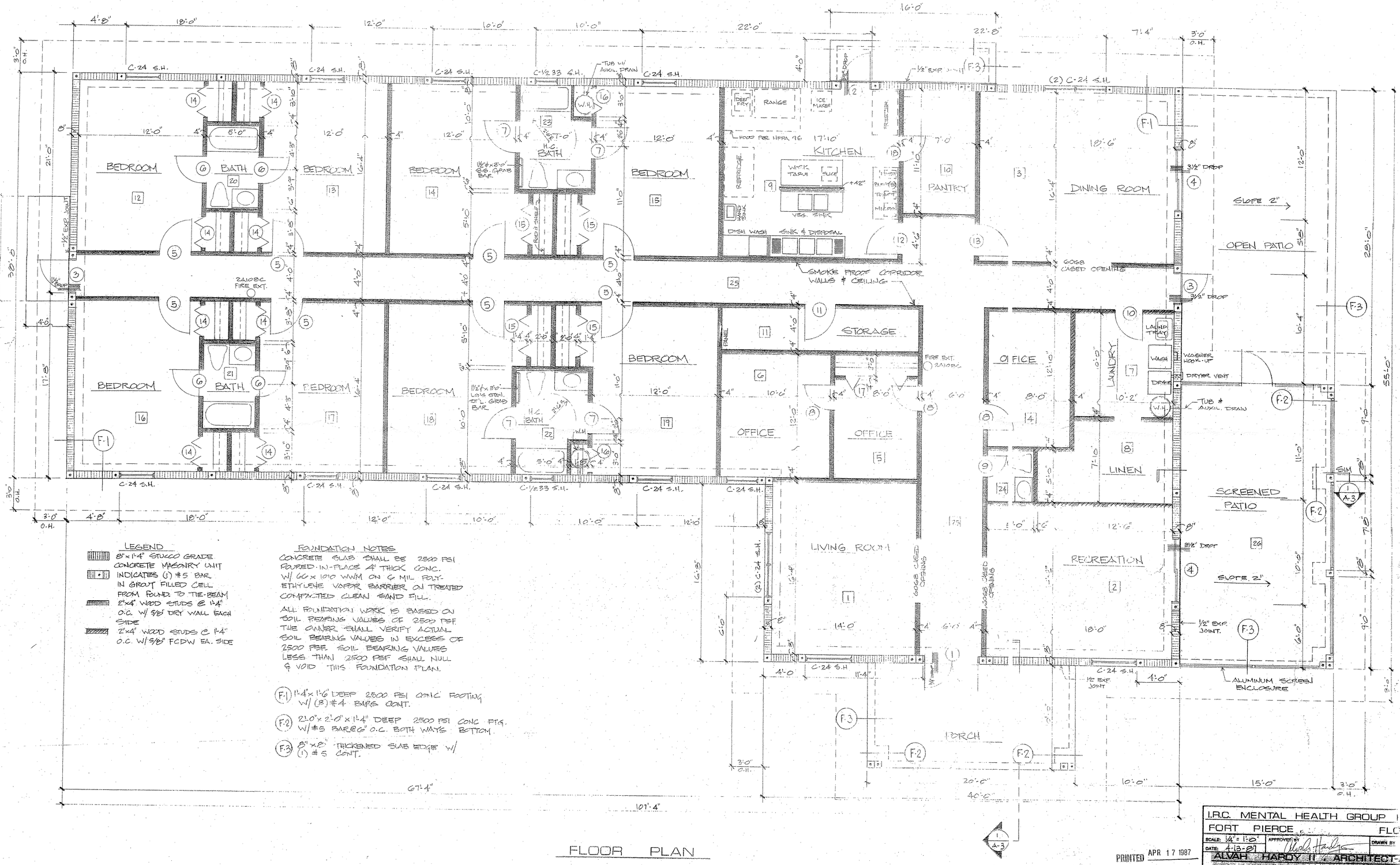
JOB #15-300

1 OF 1

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIED PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADOPTION BY EDC, INC. SHALL BE WITHOUT LIABILITY TO EDC, INC.

Z:\15 Projects\15-300 912 Avenue I FP\LD 15-300\dwg\15-300 MAP1.dwg, 11/9/2015 8:04:06 AM, Adobe PDF (temporary)8356.pc3

THESE PLANS PREPARED F
KEN DRUMMOND/ BUILDER D



LEGEND

- 8"x1'-4" STUCCO GRADE CONCRETE MASONRY UNIT
- INDICATES (1) #5 BAR IN GROUT FILLED CELL FROM FOUND. TO TIE-BEAM
- 2"x4" WOOD STUDS @ 1'-4" O.C. W/ 5/8" DRY WALL EACH SIDE
- 2"x4" WOOD STUDS @ 1'-4" O.C. W/ 5/8" FCDW EA. SIDE

FOUNDATION NOTES

CONCRETE SLAB SHALL BE 2500 PSI POURED-IN-PLACE 4" THICK CONC. W/ 66 x 1010 WWM ON 6 MIL POLY-ETHYLENE VAPOR BARRIER ON TREATED COMPACTED CLEAN SAND FILL.

ALL FOUNDATION WORK IS BASED ON SOIL BEARING VALUES OF 2500 PSF THE OWNER SHALL VERIFY ACTUAL SOIL BEARING VALUES IN EXCESS OF 2500 PSF. SOIL BEARING VALUES LESS THAN 2500 PSF SHALL NULL & VOID THIS FOUNDATION PLAN.

(F.1) 1'-4" x 1'-6" DEEP 2500 PSI CONC FOOTING W/ (3) #4 BARS CONT.

(F.2) 2'-0" x 2'-0" x 1'-4" DEEP 2500 PSI CONC FTG. W/ #5 BAR @ 6" O.C. BOTH WAYS BOTTOM.

(F.3) 8" x 8" THICKENED SLAB EDGE W/ (1) #5 CONT.

FLOOR PLAN

I.R.C. MENTAL HEALTH GROUP
FORT PIERCE FLO
SCALE: 1/4" = 1'-0" APPROVED BY DRAWN BY
DATE: 1-13-87
ALVAH HARDY II ARCHITECT
P.O. BOX 848 FORT PIERCE
DRAWING NO. A

PRINTED APR 17 1987

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Conditional Use - Live Oak Detox Facility - 912 Avenue I

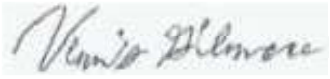
NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: August 17th, 2025

NOTICE BY MAIL: August 15th, 2025

NOTICE BY SIGNS: August 7th, 2025

VERIFIED BY: Vennis Gilmore **TITLE:** HBP Officer/Senior Planner

SIGNATURE:  **DATE:** August 15th, 2025

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

City Of Fort Pierce
100 N. U.S. 1
Fort Pierce FL 34950

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Govt Public Notices, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

08/17/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 08/17/2025

Legal Clerk

Notary, State of WI, County of Brown

5.15.27

My commission expires

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NANCY HEYRMAN
Notary Public
State of Wisconsin

9/2

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 125-37 of the Code of Ordinances of the City of Fort Pierce, will on Tuesday, September 2, 2025, hold quasi-judicial Public Hearings in the City Hall Commission Chambers, 100 North U.S. Highway 1, Fort Pierce, Florida, at their meeting which begins at 5:05 p.m., to consider review and approval of the following applications:

1. An application for Major Site Plan with Innovative Community Development submitted by property owner, Arrow Investment Group, LLC and Representative WGI, Inc., to construct 106 multi-level apartment units at 3000 Okeechobee Road, Fort Pierce, FL. The property is zoned Medium Density Residential (R-4). Parcel ID: 2417-504-0020-001-6.

2. An application (PZCON2025-00007) for a Conditional Use to increase the occupancy of an existing Detox Facility from fourteen (14) to sixteen (16) clients 912 Avenue I, Fort Pierce, FL. The property is zoned Medium Density Residential (R-4). Parcel ID: 2403-707-0009-000-6.

All interested parties may appear at the meeting and be heard with respect to the Application(s). The Quasi-Judicial procedures can be found on the City's website: https://www.cityoffortpierce.com/DocumentCenter/View/6740/Quasi-Judicial-Procedures. Said applications will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. Highway 1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3065 at least 48 hours prior to the meeting.

/s/ Linda W. Cox, City Clerk
August 17 2025
LSAR0351255

City Commission Regular Meeting - 5:05 PM **15. A.**

Meeting Date: 09/02/2025

Re:

SUBJECT:

Reports

Attachments

City Manager's Report

Purchase Order Report

Form Review

Form Started By: Jennifer Robinson Started On: 08/15/2025 03:21 PM

Final Approval Date: 08/15/2025

CITY MANAGER'S REPORT



FORT PIERCE, FL
THE SUNRISE CITY

SEPTEMBER
2025

CONTENTS

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24 Welcome Aboard

25 Upcoming Events



Rising Stars at Summer Camp

While the Sunrise Theatre may not host major stars during the summer, its Summer Camp is clearly nurturing the next generation of performers. This year, the theatre ran three sold-out sessions, each culminating in a camper-created performance that showcased their talents in acting, singing, and dancing.

Unlike previous years when the camp was outsourced, this year's program was produced in-house by local young theatre professionals, thanks to the support of the Sunrise Theatre Foundation and the Children's Services Council. Led by Camp Director Naomi Araya and a dedicated team of five counselors, the camp offered a rich blend of performance training, creative collaboration, and classic summer fun.

Campers not only performed in original 30-minute productions—contributing to script writing and set design—but also participated in workshops and games that built confidence, teamwork, and creativity. The program's impact was evident: all sessions reached full capacity with 60 children each, and 64 campers were fully sponsored, allowing them to attend at no cost to their families.

The final performances drew large, enthusiastic audiences of family and friends, creating a powerful sense of community. Kelly Santos of the Children's Services Council praised the camp's inclusive and nurturing environment, noting the emotional moment when castmates supported a peer who forgot her lines. "The energy in the room spoke volumes about the impact your team has on the lives of these young performers," she said.

The overwhelming turnout, glowing feedback, and visible growth in the campers all point to one thing: the Sunrise Theatre Summer Camp was a resounding success.

PLANNING DETERMINATIONS



MILLCREEK

The City Commission approved a Planned Development Final Site Plan for the construction of 439 dwelling units, consisting of 309 townhomes and 130 detached single-family homes, at a density of 7.1 dwelling units per acre (du/ac). The project includes plans for a clubhouse with amenities (to be constructed in Phase 2), a dog park, and a pocket park.



ASPATRIA INSTITUTE

The City Commission approved a Conditional Use application submitted by Aspatria Institute. The property, located at 1404 S. 28th Street, includes a 4,000-square-foot, two-story building that will be used for classrooms and training labs. The Institute will offer medical training through hybrid programs that combine in-person instruction with online coursework. Additionally, externship opportunities will be available, providing hands-on experience at established medical practices.



Beautification in Progress

As part of the City's ongoing beautification efforts, the Public Works Department trimmed Sabal Palms in the Downtown area during the month of August. Palm trimming enhances the visual appeal of the area and reduces the amount of tree debris that falls onto sidewalks and streets during high wind and rain events.

Sabal Palms used as street trees in municipal settings should be trimmed twice a year to maintain a well-manicured appearance. The Washingtonia Palms near the Marina are scheduled to be trimmed in early September 2025.

The Department is also identifying additional areas in the City for future palm trimming. These areas include:

- Avenue D from U.S. 1 to 25th Street
- Maravilla Park







City Sponsored Event

St. Lucie Helping Hands Ministries Back-to-School Giveaway

August 1, 2025







Indian Hills Golf Course

Plenty of work has been done on the turfgrass throughout these warmer summer months to ensure peak health heading into the fall season. Tremendous support has come from the Turf Doctor and the outstanding Maintenance Team! The crew has been extremely active—fertilizing and spraying almost daily—steadily tipping the balance toward healthier grass and fewer weeds. Some turf challenges remain on the front nine, but significant progress has been made in a short amount of time!

From a financial perspective, the year has been very encouraging. As of mid-August, approximately 800 additional rounds and $80,000 in increased revenue have been recorded compared to the same period last year. Improved course conditions have led to more play and, in turn, more revenue. All signs point to the strongest financial year in quite some time!

The second greens aeration is scheduled for Tuesday and Wednesday, September 2nd & 3rd. Please note: the Golf Course and Practice Range will be CLOSED on both days. Reopening is scheduled for Thursday, September 4th, with reduced rates available for approximately 10 days during recovery. Additionally, the course will be CLOSED for ONE DAY ONLY on Tuesday, September 23rd for an insecticide application.

Both the course and practice facility will reopen on Wednesday, September 24th.

Indian Hills is proud to serve as the host site for the First Tee's Veterans Program, which has been running for several months. First Tee offers FREE golf clinics to veterans—America's heroes—every Tuesday from 12:30 PM to 1:30 PM through September.

The high school golf season is now underway, and Indian Hills is once again the home course for Fort Pierce Central. Throughout the season, the course will host practices and approximately 15 boys' and girls' matches, welcoming between 300–350 student-athletes from local schools.

Word of mouth remains the most powerful form of advertising. Guests who have enjoyed the improvements are encouraged to share the experience with others. Suggestions for improvement are always welcome to help keep the momentum going.

A heartfelt thank-you goes out to all members and guests for continued support. Be sure to "Like" and "Follow" Indian Hills Golf Course on Facebook and Instagram for near-daily updates on course conditions and ongoing maintenance projects.

SALES REPORT

	JUNE 2025	JULY 2025
Golf Rounds	2,714	2,574
Golf Fees	$72,965.80	$66,030.17
Range Tokens	$2,022.52	$1,703.73
Membership Pass	$1,862.63	$1,990.90
Food & Beverages	$8,491.26	$6,857.79
Merchandise	$4,969.68	$3,110.84
TOTAL	**$90,311.89**	**$79,693.43**

FPPD Community Connections

DUNN'S KIDS EVENT

On August 1, the Fort Pierce Police Department joined the 5th Annual Dunn's KIDS Foundation Back to School Backpack event at the St. Lucie PAL Center. It was a great day filled with energy and excitement as 1,000 backpacks loaded with school supplies were handed out to local kids. We were proud to be part of this effort to help students start the school year off strong and confident.



NATIONAL NIGHT OUT

We had a fantastic time on August 5 at the River Walk Center for this year's National Night Out. This annual event is all about building stronger connections between police and the community, and it was great to see so many families come out. FPPD hosted info tables, gave taser and drone demos, and handed out activity books and safety materials for the kids. It was a fun and meaningful night for everyone involved.



TUNNELS OF HOPE

Throughout August, FPPD officers and staff participated in several "Tunnels of Hope" events at schools across St. Lucie County. Hosted by the Roundtable of St. Lucie County's Kids at Hope program, these events are like pep rallies designed to motivate and encourage students as they head into a new school year and testing season. Officers lined the halls, high-fived students, and reminded them that their community is behind them every step of the way.





GREAT AMERICAN RAFT RACE

On August 7, FPPD took part in the Great American Raft Race at Causeway Cove Marina, hosted by ProjectLift. This event gives local youth a chance to show off their creativity and teamwork by building and racing their own rafts. We were thrilled to cheer on our FPPD Courageous Kids, who took home first and second place in several categories. It was a day full of fun, teamwork, and community spirit.

515 - 527 CORAL SANDS



Vertical construction has started for the new townhomes built on Coral Sands Way just across the street from Porpoise Beach Access, on Jimmy Buffett Memorial Highway (A1A). The home pictured at 522 Coral Sands Way has begun foundation work with the compaction test completed, termite treatment completed and placement of footing steel in preparation of the slab being poured. The first floor of the home at 519 Coral Sands Way has been mostly constructed. Inspections are being done in phases, per floor. Twelve town homes are planned to be constructed at this site.



2005 - 2085 S JENKINS RD



Construction of the three-story apartment buildings and single-story garages at the corner of Jenkins Rd and Graham Rd is ongoing. Siding and windows have recently been installed and inspected on some of the buildings, with roof shingles ready to be installed. Once the buildings are "dried in", work inside will begin.

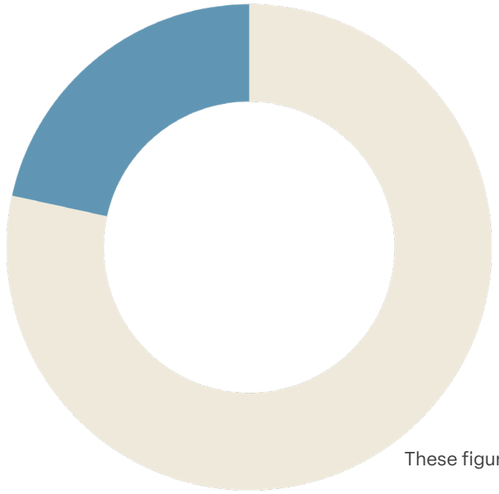


514 N US HWY 1

Windows and doors have recently been installed and are ready for inspection at this new veterinary clinic located at US Hwy 1 and Avenue D. The roof covering is ready to be installed, and with the structure "dried in", interior work may begin.



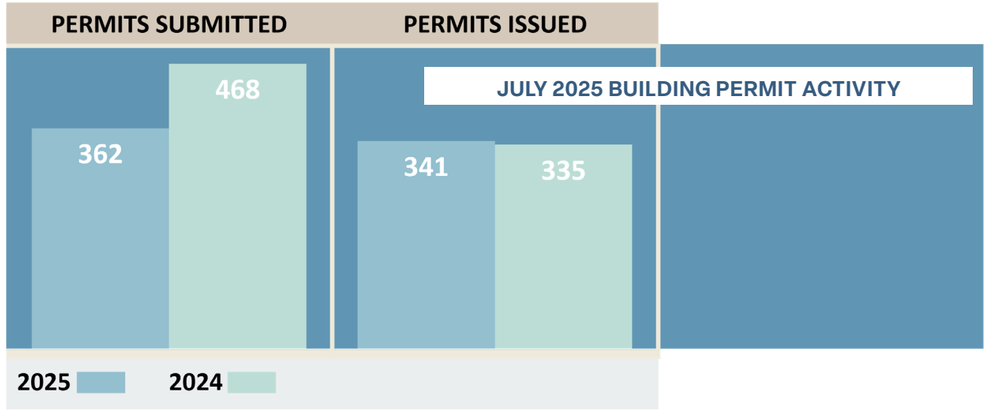


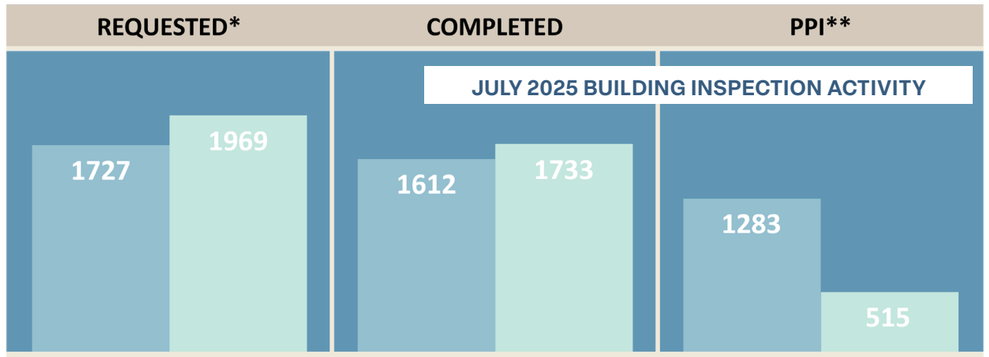


JULY 2025 NEW CONSTRUCTION VALUES

$7,921,490	NEW COMMERCIAL PERMITS
$2,180,526	NEW SINGLE FAMILY/DUPLEX PERMITS

These figures are based on permits issued in July 2025 for New Construction





**Private Provider Inspection (PPI)

*Requested Inspections include inspections cancelled at the request of the contractor/owner.

July 2025 SeeClickFix Summary

CATEGORY	DISTRICT 1				DISTRICT 2			
	CREATED	CLOSED	DTA	DTC	CREATED	CLOSED	DTA	DTC
Unpermitted Construction Activity	2	1	7.7	0.0	1	1	7.0	7.0
Abandoned Vehicle	1	1	0.0	32.4	1	1	4.3	17.5
General	1	0	1.7	0.0	6	1	3.7	2.4
Outside Storage/Junk /Trash	1	0	0.0	0.0	-	-	-	-
Tall Grass/Overgrown Landscaping	4	1	1.9	0.0	1	0	3.0	0.0
Erosion and Sediment Control Issues	-	-	-	-	1	0	0.0	0.0
Traffic Signal	-	-	-	-	1	0	0.0	0.0
Pothole	1	0	0.0	0.0	1	1	0.1	0.0
Streetlight	1	0	0.2	0.0	-	-	-	-
Trash and Recycling	3	3	0.5	6.6	3	0	0.0	0.0
Trees	-	-	-	-	3	3	0.6	1.4
TOTALS	**14**	**6**	**1.5**	**4.88**	**19**	**7**	**1.9**	**2.83**

DTA - Days to Acknowledgement DTC - Days to Close

Please use this link to view a map of the Fort Pierce City Commission Election Districts:https://cityoffortpierce.com/DocumentCenter/View/22378/City-Election-Distircts-Map-2022

- BUILDING
- COMMUNITY RESPONSE
- ENGINEERING
- PUBLIC WORKS



	MAY	JUNE	JULY
Dockage Reservations	188	145	88
Monthly Dockage	$180,363.46	$179,828.23	$182,684.45
Transient Dockage	$102,220.90	$54,177.85	$34,517.57
Electricity	$7,583.08	$4,084.50	$2,822.50
Retail	$21,869.40	$20,482.72	$19,562.43
Gas Sales	$82,968.45	$90,872.55	$98,460.17
Diesel Sales	$130,652.97	$88,718.66	$62,010.74
TOTALS	**$525,658.26**	**$438,164.51**	**$400,057.86**



Leisure Services Programs Update

The Recreation Center wrapped up a successful summer season with the conclusion of Summer Jam 2.0. Campers enjoyed a memorable final day filled with outdoor games and two large water slides, closing out the program with laughter, teamwork, and fun in the sun. This year's camp provided a safe and engaging environment for youth to learn, grow, and make lasting memories. A recap video capturing the highlights of Summer Jam 2.0 is available here.

August also marked the exciting kickoff of the 2025 Fort Pierce Firehawks Football & Cheer season at Khalil Mack Stadium in the historic Lincoln Park community.

Our players and cheerleaders displayed outstanding teamwork and community pride from the first whistle to the last cheer. A recap of opening weekend is available, and the community is invited to support the Firehawks at home games on September 13, October 4, October 11, and October 18 (Homecoming). In addition, the Martial Arts program at the Recreation Center continues to grow, offering participants lessons in coordination, respect, concentration, fitness, and discipline—furthering our mission to provide diverse recreational opportunities for residents of all ages. For more information, please call the Fort Pierce Recreation Center at 772-774-3792.

HIGHLIGHTS

- Summer Jam 2.0 wrap-up with a "fun in the sun" day featuring two water slides
- Recap video: https://www.youtube.com/watch?v=aWhu2tACjIA
- 2025 Firehawks Football & Cheer kickoff at Khalil Mack Stadium in historic Lincoln Park
- Opening weekend recap video: https://youtu.be/TJtBPm-vrmU
- Martial Arts program growth emphasizing coordination, respect, concentration, fitness, and discipline
- Public contact: Fort Pierce Recreation Center – 772-774-3792















Frances Avenue Roadway Improvements

The work associated with this roadway improvement project includes drainage improvements, water main installation, utility adjustments and roadway restoration. Paving was completed on Monday, August 18.







JC Penney Parking Lot

Inspections continue on the dumpster enclosures.

Avenue D (29th Street to US 1)

Staff is preparing an agenda item for the September 2, 2025 City Commission meeting for approval of the award.

Nebraska Avenue Sidewalk (Lawnwood Circle) Phase 1

The FDOT LAP Agreement was approved by the City Commission on August 18, 2025. Staff is awaiting coordination with FDOT for authorization to advertise. This project includes federal Transportation Alternatives Program (TAP) funding.

2025 Street Resurfacing Program

Staff is currently working with the contractor to issue a Notice to Proceed.

STREET	FROM	TO	LINEAR FEET
11th Street (curb)	Southern Avenue	Mississippi Avenue	1,960.00
12th Street (curb)	Avenue O	Avenue Q	620.00
15th Street (curb)	Kentucky Avenue	Jersey Avenue	351.00
30th Street	Stanton Avenue	Virginia Avenue	1,840.00
31st Street	south end	Okeechobee Road	2,200.00
Edgewood Terrace	16th Street	14th Street	660.00
Means Court	Avenue H	Nobles Terrace	280.00
Tennessee Avenue	west end	25th Street	490.00
Rhode Island Avenue	33rd Street	25th Street	2,645.00

Fairway Drive Drainage Repairs

Repairs to the existing drainage system within the area of Fairway Drive from Grandview Boulevard to Trinidad Avenue. A total of 0.22 miles (1,131.10 Linear Feet) of main trunk line pipe replacement to include both 36-inch and 42-inch reinforced concrete pipes (RCP). Also, a storm manhole replacement, rehabilitation of nine structures (two manholes and seven catch basins). Roadway and right of way restorations include curb, sod, roadway mill and overlay and final restorations. Roadway restorations are on-going.







Indian River Drive Corridor Improvements Project (Seaway Drive to Avenue A)

Full roadway and bridge reconstruction of Indian River Drive between Seaway Drive and Avenue A. The corridor improvements include the addition of on-street parking, a curb and gutter roadway section complete with sidewalks, decorative streetlights, water, sewer, and electric upgrades, bridge reconstruction over Moore's Creek, an upgraded stormwater collection system, landscaping, and ADA-compliant upgrades, including brick paver crosswalks.

Negotiations with the low bidder were successful, and the revised bid was approved by the City Commission during the July 21, 2025, meeting. The construction contract has been approved by the City Attorney's Office and was forwarded to the contractor on August 20, 2025, with the goal of presenting it to the Commission on September 8, 2025, for authorization for the Mayor to execute the contract. A pre-construction meeting has been scheduled for September 11, 2025, and construction is expected to commence in October 2025.

Surfside Neighborhood Roadway Improvements

The roadway improvement project will include drainage enhancements in the Surfside Park neighborhood. The streets identified for these improvements are Melaleuca, Plover, Pelican, Walnut, Eucalyptus, Cypress, Sunset Isles, Mimosa, and Jacaranda. Planned upgrades include the construction of valley gutters on both sides of the roadway, regrading to eliminate the remaining roadside swales, driveway replacements, and milling and resurfacing of the pavement.

Additionally, FPUA will upgrade water mains and sanitary sewers on three of the roadways. The contract is scheduled to be presented on September 2, 2025, to authorize the Mayor to execute it. A pre-construction meeting is scheduled for August 25, 2025, and construction is expected to begin in October 2025.

River Walk Center Sales Report - July 2025

classes	park permits	special events	facilities
$1,211	$1,764	$1,690	$6,400

Welcome Aboard



Thank You for Growing with Us

- Glomaster Sign Co., Inc.
- Pretty Nails of Fort Pierce LLC
- Aluminum Vinyl & Building Products
- Drawdy Concrete Construction, LLC
- Sizemores Sales and Service
- Ranger Construction
- St Lucie Group LLC
- Naven Health, Inc.
- Ascend Grocery LLC
- Fort Pierce Grill and Wing LLC
- Wilson's Petroleum Equipment, Inc.
- Jose Bravo Lawn Service
- JMC Carpenter Inc
- Manny Construction Service
- Micabee Multi Service llc
- Ramlagan, LLC
- Clear VOIP Solutions
- MarginFirst Advisors, LLC
- Coastal Cleanings
- Rosies Blooms LLC
- Sunrise Lawn Care, Pressure Cleaning
- ATL Travel LLC
- OCD Kids Inc
- Burlington Coat Factory
- Vicente Installs LLC
- Law Office of Isai Bonilla, PLLC
- South Hutchinson Island Sailing, LLC
- China Wok
- Ross Dress For Less (#2618)
- Cardinal Operations LLC
- Vicente Capital Corp
- Builder Services Group
- Plantart Land Services
- Raofbi LLC
- Carefree Club Holdings LLC
- Jet Ride Holding LLC
- Shearwater Marine FL Inc
- Sante Plus Medical Center, Inc
- Balanced Wellbeing LLC

UPCOMING EVENTS *September*

EVERY WED		**Green Market** Marina Square	12:00 PM-6:30 PM
EVERY SAT		**Downtown Farmers Market** Marina Square	8:00 AM-12:00 PM
EVERY SAT		**Jazz Market** Marina Square	8:00 AM-1:00 PM
[FRI]	5	**Friday Fest** Marina Square	5:30 PM-8:30 PM
[THU]	11	**9/11 CeeCee Ross Memorial** River Walk Center	9:30 AM-10:30 AM
[FRI]	19	**Coffee with the Mayor** Fort Pierce Yacht Club	8:00 AM-9:00 AM
[FRI]	19	**Jazz on Moore's Creek** Avenue D & N 8th Street	5:30 PM-10:00 PM
[SAT]	20	**5th Annual Out Run Hunger 5K** Causeway Cove Marina	7:00 AM-9:30 AM
[SAT]	20	**Suicide Prevention Awareness Walk** River Walk Center	9:00 AM-10:00 AM



www.cityoffortpierce.com | 772.467.3000

CITY OF FORT PIERCE MISSION STATEMENT:

"To provide community leadership, quality public service, and a safe environment for all citizens by an empowered team of employees motivated by pride in themselves and their work."

Purchase Orders Between $10,000 to $50,000 Approved by the City Manager from August 1, 2025 to August 31, 2025.

Department	Vendor Name	Description	Total Amount	Budget Account Code	Fund Description
GOLF - MAINTENANCE	NEW GENERATION AG, INC.	Sole Source Fertilizer and Insecticide Provider	$13,003.15	4054501-552440 OPERATING SUPPLIES/FERTILIZE	GOLF SHOP EXP
INFORMATION TECHNOLOGY	CIVICPLUS	Municode Annual Maintenance	$10,330.85	0016000-546750 REPAIR & MAINTEN/SOFTWARE	ADMINISTRATIVE
INFORMATION TECHNOLOGY	DELL MARKETING, L.P.	System Refresh Cycle - City Clerk's Office	$13,828.55	0016000-564100 EQUIPMENT & MACHINERY/OFFICE	ADMINISTRATIVE
INFORMATION TECHNOLOGY	DELL MARKETING, L.P.	System Refresh Cycle - Planning Department	$14,907.97	0016000-564100 EQUIPMENT & MACHINERY/OFFICE	ADMINISTRATIVE
MARINA	DEPARTMENT OF ENVIRO PROTECTION	2025/2026 SL ANNUAL LEASE FEE FOR THE MARINA	$42,487.55	4014100-544300 RENTALS & LEASES/LAND LEASE	MARINA EXP
POLICE - STAFF	PEN-LINK, LTD	Cell Phone Forensics, Pen Proxy, IP Search Warrant	$17,399.50	1023003-564405 EQUIPMENT & MACHINERY/OTHER	LAW ENFORCEMENT TRUST FUND
PW - FLEET	PERFORMANCE NAPA, LLC	MISCELLANEOUS AUTO PARTS	$11,000.00	0014003-599993	FLEET MAINTENANCE
PW - FLEET	AUTOZONE, INC.	MISCELLANEOUS AUTO PARTS	$14,000.00	0014003-599993	FLEET MAINTENANCE
PW - FLEET	MULLINAX FORD OF VERO BEACH, LLC	MISCELLANEOUS FACTORY BODY SHOP REPAIRS AND PARTS	$25,000.00	0014003-599993	FLEET MAINTENANCE
PW - FLEET	O'REILLY AUTO PARTS	MISCELLANEOUS AUTO PARTS	$27,000.00	0014003-599993	FLEET MAINTENANCE
PW - FLEET	ADVANCE AUTO PARTS	MISCELLANEOUS AUTO PARTS	$29,000.00	0014003-599993	FLEET MAINTENANCE
PW - FLEET	GOODYEAR AUTO SERVICE CENTER	VEHICLE ALIGNMENTS AND TIRES	$40,000.00	0014003-599993	FLEET MAINTENANCE
SOLID WASTE	SUPERIOR WASH	EMERGENCY SPILL CLEAN-UP BPO FY 2025	$15,000.00	4024200-549900 OTHER CURRENT CHRG/MISC EXP	SOLID WASTE EXP